

Item 1

THE FRANCHISOR, ITS PREDECESSOR, AND ANY AFFILIATES

The Franchisor is COMPUTER MEDICS OF AMERICA, INC., an ALASKA Corporation doing business as "Computer Medics of America, Inc." For ease of reference, COMPUTER MEDICS OF AMERICA, INC. will be referred to as "we", "us", or "our", in this Offering Circular. We will refer to the person or entity that buys the franchise as 'you' and 'your' throughout the Offering Circular. If you are a corporation, certain provisions of the franchise agreement also apply to your owners and will be noted.

We are an ALASKA Corporation, incorporated on January 1, 2003. We do business as Computer Medics of America, Inc. Our principal business address is 10322 Chain of Rock Street, Eagle River, Alaska 99577. We operate and sell franchises for the operation of a business known as Computer Medics of America, Inc. (the businesses'). As of July 2000, we were a start-up business and therefore had sold no franchises as of that date.

Computer Medics of America, Inc. agents for service of process are disclosed in Exhibit 1.

Computer Medics of America, Inc. franchise which we offer is a Mobile Computer Repair type business that offers: an assortment of products and services including, without limitation, diagnosis and repair of computer hardware and software problems, web design services, consulting services in the selection of computer hardware and software and network establishment and maintenance for the home and small office.

Potential customers include members of the general public as well as businesses.

We offer a Franchise Agreement for the development and operation of a single Business at a specified location.

The Businesses are characterized by specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; all of which may be changed, improved, and further developed by Computer Medics of America, Inc. from time to time (the 'System').

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos, emblems, and indicia of origin, including, but not limited to, the mark "Computer Medics of America, Inc.", which is currently pending application with the Patent and Trademark Office, and such other trade names, service marks, trademarks, slogans, logos and emblems as we may designate for use in connection with the System (the "Marks").

You will be competing with other businesses that offer Mobile Computer Repair services. The market for such services is highly developed in most areas.

The regulations specific to the operation of a Computer Medics of America franchise are as follows:

You will need to obtain the proper business license from the proper licensing agencies.

You will also be required to comply with all local, state and federal laws in the operation of your Business. There may be other laws and codes applicable to your business and we urge you to make further inquiries about those laws and codes.

We have sold sixteen franchises prior to the date of this offering circular. We have not offered franchises in other lines of business in the past.

We do not engage in any business other than the operation of the business and the offer of franchises.

Item 2

BUSINESS EXPERIENCE

President and CEO: John Francis

In January 2000 Mr. Francis relocated to begin preparations to open his own Mobile Computer Repair Service Business. The business opened in July 2000, operating under the name of The Eagle River Computer Doctor. From July 2000 until January 2003, Mr. Francis operated the business. In January 2003, he incorporated the business under the name of Computer Medics of America, Inc. and began the selling of franchise units throughout the United States. He still operates the Eagle River unit in Eagle River.

Vice President and Director of Marketing: Cheri Francis

In July 2000 Mrs. Francis began assisting Mr. Francis in marketing The Eagle River Computer Doctor Business and became actively involved in the daily operations of it. When the business incorporated in January 2003, she became the Vice-President and Director of Marketing.

Item 3

LITIGATION

No litigation is required to be disclosed in this Offering Circular.

Item 4

BANKRUPTCY

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy code required to be disclosed in this Item.

Item 5

INITIAL FRANCHISE FEE

You are required to pay an initial franchise fee of \$15,000 for a Franchise Agreement, when it is signed (the 'Initial Franchise Fee'). Each Business is operated pursuant to a separate Franchise Agreement, and this fee must be paid to us in a lump sum when the Franchise Agreement is signed. The Initial Franchise Fee is deemed fully earned and nonrefundable upon payment.

Item 6

OTHER FEES

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Renewal	\$1000	Due at the time of renewal of your contract with us.	Renews your contract for a period of up to 10 years.
<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Advertising Local	None at this time.	N/A	Local advertising and promotion expenses are the responsibility of the Franchisee.
<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Operating Assistance	None	At time additional assistance is requested by you	Operating Assistance is available free of charge.
<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Transfer Fee	25% of the then current initial	At the time that transferee executes the franchise	Payable to us when the Franchisee

	franchise fee per unit	agreement in effect for the transfer or sale of existing units	Agreement or a material portion of the assets in the business or any interest in you is transferred
<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Costs and Attorney's Fees	Will vary under circumstances	As Incurred	Payable as incurred by us in obtaining injunctive relief for the enforcement of any item of the Franchise Agreement
<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for any claims arising from your business

Item 7

INITIAL INVESTMENT

Investment	Amount-Range Estimated	Method of Payment	When Payable	Whether Refundable	To Whom Payment is Made
Initial Franchise Fee (1)	\$15,000	Lump Sum	Upon signing of the Franchise Agreement	No	Us
Real Estate and Improvements (2)	\$0 to \$5,000 Note 2	As Incurred	As Agreed	No	Outside Suppliers
Retail Equipment/ Signage (3)	\$0 to \$5,000 Note 3	As Incurred	As Agreed	No	Us, or Approved Outside Suppliers

Additional Funds – 3 Months (4)	\$1,000 to \$10,000	As Incurred	As Agreed	No	Us or Approved Outside Suppliers
Initial Inventory (5)	\$200 to \$1,000	As Incurred	As Agreed	No in most instances, some items may be returnable	Us or Approved Outside Suppliers
Investment	Amount-Range Estimated	Method of Payment	When Payable	Whether Refundable	To Whom Payment is Made
Advertising Expenses	\$100 – \$5,000	As Incurred	As agreed with Suppliers and Advertising Agency or Media	No	Advertising Agency or Media
TOTAL ESTIMATED INITIAL INVESTMENT	\$16,300 – \$41,000	As Incurred	As Agreed with each Supplier	No	Us and Other Approved Outside Suppliers, Landlord, Taxing Authorities and Miscellaneous Vendors

All fees are imposed by and payable to us.
Interest begins from the date of underpayment.

Explanatory Notes:

(1) Franchise Fee. The initial Franchise Fee for a Franchise is \$15,000.

(2) Real Estate and Improvements. There is no requirement to purchase real estate in connection with ownership of your business. A suitable Unit, as approved by us, is normally located within your residence. There is no minimum required square footage for this office space. It is acceptable to rent or lease an office space. Sometimes the location will need some minor

remodeling inside. These costs will vary and are the responsibility of the franchisee. The location must be accepted by us.

(3) Retail Equipment/Signage. This line item is for the furniture, fixtures and equipment including equipment, supplies, computer, desks, chairs, storage cabinet, file cabinet, etc.

(4) Additional Funds. Additional funds is an estimate of the funds needed to cover pre-opening expenses including utility deposits, insurance premiums, licenses, permit costs, dues, (including dues for belonging to such entities as Better Business Bureau, Chamber of Commerce, etc.; you may choose to affiliate with other trade associations as you desire), as well as additional operating capital for other variable costs and other supplies. Additional funds are also an estimate of the monies you will need on hand during the initial phase of Business operations. We estimate that the initial phase will last about three months and that you may need about \$1,000 to \$10,000 to cover expenses during said initial phase. These pre-opening and post-opening figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how well you follow our methods and procedures, your management skills, experience, dedication, and business acumen, local economic conditions, the local market for your goods and services, the prevailing wage rate, competition, and the sales level reached during the initial period.

(5) Initial Inventory. We estimate that the Initial Inventory of parts and will cost approximately \$ 200 to \$ 1,000. Your initial inventory can be as large or as small as you choose to make it.

(6) Initial Advertising. You are responsible for all of your advertising expenses. You should budget approximately \$100 to \$5,000 for this expense initially.

(7) Total Estimated Initial Investment. You should review these figures carefully before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation or your living expenses. You will also need sufficient capital to pay for your living expenses during the start-up period.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to adhere to the standards and specifications established from time to time by us with respect to office procedures, advertising materials, supplies, equipment and other items used in the operation of the Business. You may purchase supplies and parts from any

supplier. The Franchisor is an approved supplier but is not the only approved supplier. Franchisee may choose their suppliers at their own discretion. Suppliers do not have to be pre-approved by the the Franchisor although Franchisor is always available to provide input on proposed suppliers at the request of the Franchisee.

If you will be leasing a commercial space for your franchise we request that you provide us with a copy of the lease.

All marketing and promotions by you in any manner or medium must be conducted in a professional manner and must conform to our specified standards and requirements. We request that you provide us with copies of your advertising materials.

The Franchisor will not derive income based on any leases or purchases by the Franchisee.

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 OFFERING CIRCULAR.

<u>Obligation</u>	<u>Section In Franchise Agreement</u>	<u>Offering Circular</u>
(a) Site selection And acquisition/lease	Section XX.B. Of Franchise Agreement	Items 7 and 11
(b) Pre-opening Purchases/leases	Section VIII of Franchise Agreement	Item 8
(c) Site development And other pre-opening Requirements	Sections VIII, XII.G, XX.C. of Franchise Agreement	Items 6, 7, 11
(d) Initial and Ongoing training	Section XX.A. Of Franchise Agreement	Item 11
(e) Opening	Section X.D. of Franchise Agreement	Item 11
(f) Fees	Sections IX and X of	Items 5, 6 and 7

Franchise Agreement		
(g) Compliance with Standards and policies (Operations Manual)	Sections XII.A, XII.H. Of Franchise Agreement	Item 11
(h) Trademarks and Proprietary Information	Sections XV and XVI of Franchise Agreement	Items 13 and 14
(i) Restrictions on Products/services offered	Section XII.I. Of Franchise Agreement	Items 11 and 16
(j) Territorial Development and Sales quotas	Section VI of Franchise Agreement	Item 12
(k) On-going Product/services Purchases	Section XII.I. Of Franchise Agreement	Item 8
(l) Maintenance, Appearance and Remodeling requirements	Section XII.E. Of Franchise Agreement	Item 11
(m) Insurance	Section XIII of Franchise Agreement	Items 7 and 8
(n) Advertising	Sections X.B., X.C. of Franchise Agreement	Items 6, 7 and 11
(o) Indemnification	Section XVIII of Franchise Agreement	Item 6
(p) Owner's Participation/ Management/staffing	Sections XII.F., XII.K. of Franchise Agreement	Items 11 and 15
(q) Records/reports	Section XIV of Franchise Agreement	Item 11
(r) Inspections/audits	Sections XII.S., XIV.B. of Franchise Agreement	Item 6
(s) Transfer	Section XXII of	Item 17

	Franchise Agreement	
(t) Renewal	Section VII.B. of Franchise Agreement	Item 17
(u) Post-termination Obligations	Section XXIV of Franchise Agreement	Item 17
(v) Non-competition Covenants	Section XIX of Franchise Agreement	Item 17
(w) Dispute Resolution	Section XXV.C. of Franchise Agreement	Item 17

Item 10

FINANCING

Neither we, nor our affiliate currently offers, directly or indirectly, any financing arrangements to you. Neither do we guarantee your note, lease, or any other obligation.

Item 11

FRANCHISOR'S OBLIGATIONS

We will assist you as much as we can in getting your franchise open and operational.

Before you open your Business, we will:

(1) Approve the site for your business. You select the site of your business within the exclusive territory provided in the Franchise Agreement. We will accept the site if we feel at our total discretion that it meets or exceeds our standards, but our acceptance does not ensure that your business will be profitable at the approved location. The factors that we consider in acceptance of the site include population density, traffic patterns, neighborhood, and physical characteristics of the premises such as size and layout. (Franchise Agreement, Section XX.B.). In the event that an accepted site cannot be agreed upon, the Franchise sale may be voided with a refund of the franchise fee less any training costs will being returned to the Franchisee.

(2) Enter the accepted site on your franchise agreement. However, the acceptance of a location and entering it on your Franchise Agreement by us is conditioned upon our determination, in our reasonable judgement, that:

(i) The site which you have submitted for the Business is within your allotted Territory and is a suitable site based upon criteria we establish from time to time; and

(ii) You and your owners are in compliance with the Franchise Agreement.

(3) Approve the lease for the Business premises (if applicable). (Franchise Agreement, Section XX.B.).

(4) Provide suggestions to you for the layout of the Business at the accepted location (Franchise Agreement, Section XX.C.).

(5) Provide you with suggestions for all equipment, design, signs, furnishings, and fixtures (Franchise Agreement, Section XX.C.).

(6) Offer certain training programs designed to assist you and your business management in the operation of the Business. We will also provide training to any new manager of your Computer Medics of America, Inc. We may require that you (or if you are a corporation or partnership, a managing partner or shareholder) and any manager(s), assistant manager(s) and installer(s) complete supplemental and refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Section XX.A.)

(7) Provide you with general guidance. We may furnish to you such guidance and assistance in connection with the operation of Computer Medics of America, Inc., as we deem appropriate. Such guidance and advice may include methods and operating procedures utilized by Computer Medics of America, Inc.; additional products and services authorized for sale by Computer Medics of America, Inc.; selection, purchasing and installation of products, materials and supplies; formulating and implementing advertising and promotional programs; establishment and operation of administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for the proper operation of a Computer Medics of America, Inc.; and selection and suggested pricing of products and services. (Franchise Agreement, Section XX.)

(8) Loan to you during the term of the Franchise Agreement one copy of a confidential operating manual, which may include one or more manuals and other written materials (collectively, 'the Operating Manual') for the operation of a Computer Medics of America, Inc. franchise, containing mandatory and suggested specifications, standards and operating procedures required by us and information relative to your other obligations under the Franchise Agreement. We have the right to add to, and otherwise modify, the Operating Manual to reflect changes in authorized products and services, as well as changes in specifications, standards and operating procedures of a Computer Medics of America, Inc. franchise. You must keep the Operating Manual confidential and current, and may not copy any part of the Manual. The table of contents of the Manual as of our last fiscal year end is attached to this Offering Circular as Exhibit 4 (Franchise Agreement, Section XX.E.).

(9) Provide you with a photo ready copy of a business card size ad that we request you place in the yellow pages of your primary telephone book.

(10) Assist you in selecting other appropriate advertising and promotions for your franchise. (Franchise Agreement, Section X.).

During your operation of the Business, we may:

(1) Provide to you and your personnel, Computer Medics of America, Inc. Continuing Education meetings at locations designated by us (Franchise Agreement, Section XX.A.).

(2) Conduct an annual convention at such place as shall be designated by us.

(3) Visit your Computer Medics of America, Inc. franchise at least once for the purpose of giving you our support and advice with respect to technical matters related to Computer Medics of America, Inc. Services and Products, and with respect to operational and sales matters. (Franchise Agreement, Section XX.D.).

We estimate that there will be an interval of time of 30 to 90 days between the execution of the Franchise Agreement and the opening of your Computer Medics of America, Inc. franchise. The factors that may affect this length of time include obtaining a satisfactory site, if you do not choose to or are unable to locate the business in your current residence, remodeling and decorating the site, if necessary, and obtaining appropriate licenses, permits, and insurance policies.

Before the opening of your Computer Medics of America, Inc. franchise, yourself, any proposed managers and certain key personnel of your Computer Medics of America, Inc. franchise are required to attend an introductory orientation and training program at our company headquarters in Eagle River, Alaska or at a site designated by us on the operation of a Computer Medics of America, Inc. franchise. The Training Program is free of charge to you and any key personnel that will be attending with you. We will cover the travel and room and board expenses for one person. Transportation and Room and Board expenses for additional people will be at their own expense.

If we determine that any proposed manager is not qualified to manage Computer Medics of America, Inc. franchise, we will notify you, and you may then select and enroll a substitute manager in such training program. If, during the Training Program, we determine, in our sole discretion, that you (or your managing partner or shareholder) are not qualified to manage a Computer Medics of America, Inc. franchise, we have the right to terminate the Franchise Agreement and we will refund the initial franchise fee, without interest.

After the opening of your Computer Medics of America, Inc. franchise we will provide training to any new manager of your Computer Medics of America, Inc. franchise. Training will take place at our National Headquarters in Eagle River, Alaska or at a site designated by us. There is no charge for the training; however, costs associated with attending training such as travel, room and board will be the responsibility of the person in training.

After the opening of your Computer Medics of America, Inc. franchise, we may provide to you and your personnel, Computer Medics of America, Inc. Continuing Education meetings at locations designated by us. Attendance by you or a managerial employee will always be optional.

Computer Medics of America, Inc. Continuing Education meetings may have a registration charge to you, and you are responsible for costs associated with attending the meetings such as travel, room and board. After the opening of your Computer Medics of America, Inc. franchise and commencing in 2004, we may conduct an annual convention at such place as shall be designated by us for franchise owners and their spouses. You will be responsible for costs associated with attending the convention such as travel, room and board.

We will provide each franchisee with a complete, hand-on training at our headquarters in Eagle River, Alaska. This training will include:

<u>DAY</u>	<u>PLACE</u>	<u>START TIME</u>	<u>INSTRUCTOR</u>	<u>SUBJECT</u>	<u>END TIME</u>
<u>DAY #1</u>	<u>FRANCHISE HEADQUARTERS</u>	<u>3 P.M.</u>	<u>CHERI FRANCIS</u>	<u>BUSINESS BASICS</u>	<u>7 P.M.</u>
<u>DAY #2</u>	<u>FRANCHISE HEADQUARTERS</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>EXPLORING THE KNOWLEDGEBASE</u>	<u>6 P.M.</u>
<u>DAY #3</u>	<u>IN THE FIELD</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>CUSTOMER PROTOCOL</u>	<u>6 P.M.</u>
<u>DAY #4</u>	<u>IN THE FIELD</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>TROUBLESHOOTING</u>	<u>6 P.M.</u>
<u>DAY #5</u>	<u>FRANCHISE HEADQUARTERS</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>EXPLORING WEBSITES</u>	<u>6 P.M.</u>
<u>DAY #6</u>	<u>IN THE FIELD</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>HANDS-ON PRACTICE</u>	<u>6 P.M.</u>
<u>DAY #7</u>	<u>FRANCHISE HEADQUARTERS</u>	<u>9 A.M.</u>	<u>JOHN FRANCIS</u>	<u>WRAPPING UP THE TRAINING</u>	<u>6 P.M.</u>

John Francis, the Franchisor, has extensive technical experience in the daily operation of the model franchise. He will instruct the Franchisees on the day to day operations of the business including, but not limited to, all technical aspects of computer repair and techniques used in troubleshooting any problems encountered.

Cher Francis, the Director of Marketing, has experience in the set-up and operation of the recordkeeping side of the business. She will share marketing, bookkeeping, customer service protocol, etc. techniques.

Item 12

TERRITORY

You must operate your Business at a specific location or locations identified in the Franchise Agreement. You may not conduct business at any other site or sites other than the accepted Business site or sites, which have been entered in your Franchise Agreement or made

part of by an addendum attached to the Agreement. You may not relocate the Business without our written consent, which we will not unreasonably withhold, or delay.

We will not, during the term of the Franchise Agreement, locate nor license another to locate another Computer Medics of America, Inc. within the location identified in the Franchise Agreement (the "Territory").

Your Territory will not be altered even if there is a population increase or decrease. It will also not be affected by your sales volume.

The specific size of the Territory will be a circle encompassing at least a 20-mile diameter, and at least a 10-mile radius with your accepted location of your Computer Medics of America, Inc. Franchise as the center. The accepted location, if not chosen prior to the awarding of your franchise, will be attached and made a part of your Franchise Agreement. We must accept the site of your Computer Medics of America, Inc. within the exclusive Territory and relocation within the Territory of your Computer Medics of America, Inc., also requires our permission and acceptance of the new site. We cannot establish either a company-owned Computer Medics of America, Inc. or another Computer Medics of America, Inc. franchise within the Territory.

Our affiliates and we have not established, and do not presently intend to establish, other franchises or company-owned businesses selling or leasing similar products or services under a trade name or trademark different from "Computer Medics of America, Inc. Marks.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use the Marks in connection with the operation of your Business. Our primary trademark is "Computer Medics of America, Inc. We have the right to use and to license others to use the Marks and under any other trade name, trademarks, service marks and logos currently used or that may hereafter be used in the operation of the Business. You must use the Marks only for the operation of your Computer Medics of America, Inc. Franchise and in the manner authorized by us.

The trademark "Computer Medics of America, Inc." is pending registration with the United States Patent and Trademark Office. The application number is #78347403.

There are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial And Appeal Board, the trademark administrator of any state or any court, nor any pending interference, opposition or cancellation proceeding or material litigation involving the Marks.

There are no other agreements currently in effect that significantly limit our rights to use or license others to use the trademarks and service marks in any manner material to the franchise.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. We have the sole discretion to take such action, as we deem appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding. The Franchise Agreement or other agreement to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving the Marks does not obligate us.

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in, any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition resulting therefrom.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions with respect thereto within a reasonable time after notice thereof by us. You, in connection with the use of a new or modified Mark, may be required, at your own expense, to remove existing signs from, Computer Medics of America, Inc. and to purchase and install new signs. We have no liability to you in connection therewith.

There are no infringing uses actually known to us at the time of this agreement, that could materially affect your use of the Marks in the state of Alaska or in any other state.

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you.

All your usage of the Marks and any goodwill you establish is to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of the Franchise Agreement. You may not use the marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate from time to time. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must identify yourself as the owner of your Business by placing your name on the Business and on all checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "A franchisee of "Computer Medics of America, Inc." or such other phrase as we from time to time direct.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We claim copyright protection of our Manual, and related materials, and advertisement and promotional materials although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We possess certain confidential information including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of Computer Medics of America, Inc. (the Confidential Information). We will disclose certain of the Confidential Information to you during the training programs, seminars and conventions, the Operating Manual and in guidance furnished to you during the term of the Franchise Agreement.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of Computer Medics of America, Inc. during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure thereof to employees of the Business and the use of nondisclosure and noncompetition clauses in employment agreements with such persons.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement provides that Computer Medics of America, Inc. must at all times be under your direct, day-to-day, full time supervision (or if you are incorporated or are a partnership, then a managing shareholder or partner of the corporation or partnership, approved

by us) or the manager of Computer Medics of America, Inc. who is approved by us. This person must have successfully completed the training program.

You (or your managing partner or shareholder) must use his or her best efforts in the operation of your Computer Medics of America, Inc. franchise.

If you are a corporation or partnership, each shareholder or partner must personally guarantee your obligations under the Franchise Agreement, and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and noncompetition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. The required Guaranty of Obligations is attached hereto as Exhibit 3.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer for sale only Computer Medics of America, Inc. approved products and services specified by us in the Operations Manual and any updates to be incorporated in the Manual from time to time. You may not offer for sale any products or services not specifically approved by us in writing and you may not use Computer Medics of America, Inc. premises for any other purpose than the operation of Computer Medics of America, Inc. franchise and the sale of products approved by us.

You may advertise to sell Computer Medics of America, Inc. products and services only to customers located within your Territory.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the exhibits attached to this offering circular.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
a. Initial Term of the Franchise	Section VII.A.	5 Years
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
b. Renewal or extension of the	Section VII.B.	Annual Renewals or renewals for 10 year terms if you meet

term	certain requirements.
------	-----------------------

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
c. Requirements for you to renew	Section VII.B.	Written notice, remodel, full compliance, sign then current form of Franchise Agreement, secure approved location, sign release and renovate if applicable. Pay fee.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
d. Termination by you	Section XXIII.E.	If we have materially failed to comply with terms of Franchise Agmt. after 30 days notice

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
e. Termination by us without cause	None	

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
f. Termination by us with cause	Section XXIII.A.	We can terminate if you breach any material provisions of the Franchise Agreement

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
g. "Cause" defined and which cannot be cured	Sections XXIII.C.	Abandonment of Business; surrender of control; misrepresentation

		or omission in application; felony conviction; unauthorized assignment; improper assignment upon death or disability; loss of possession of Business; unauth. use of Confidential Information; failure to pay taxes or liens; dishonest or unethical conduct; assignment for benefit of creditors; bankruptcy; quota; repeated violations
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>

h. "Cause" defined; defaults which can be cured	Section XXIII.D.	Violation of health, safety or sanitation laws upon 72 hours notice; 10 days for failure to pay amounts owed; 30 days for all other defaults.
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>

i. Your obligations on termination/renewal	Section XXIV	Cease operating franchised business; cease use of confidential information and Marks; deliver property containing the Marks; cancel assumed or similar name registrations; pay outstanding amounts and damages; deliver manuals;
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>

		assign phone numbers; comply with covenants.
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
j. Assignment of contract by us	Section XXII.B.	No restriction on our right to assign
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
k. "Transfer" by you-definition	Section XXII.A.	Includes transfer of any interest in the agreement, Business, assets, or you.
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
l. Our approval of transfer by you	Section XXII.A.	We have the right to approve all transfers by you.
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
m. Conditions of our approval of transfer	Section XXII.A.	Full compliance; transferee qualifies; all amounts due are paid in full; completion of training; transfer fee paid; transferee agrees to be bound by all terms of Franchise Agreement; you execute and deliver other required documents including a release
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
n. Our right of first refusal to acquire your business	Section XXII.D.	We have right to match offer
<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
o. Our option to purchase your business upon termination or	Section XXIV.F.	Purchase for fair market value determined by appraisal if parties are un-

nonrenewal		able to agree.
------------	--	----------------

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
p. Your death or disability	Section XXII.C.	Franchise must be assigned to approved Buyer within 6 Mths.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
q. Noncompetition covenants during the term of the franchise	Section XIX.B.	No involvement in any competitive business anywhere.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
r. Noncompetition covenants after the franchise is terminated or expires	Section XIX.B.	No interest in competing business for 2 years within 100 miles of any Computer Medics of America, Inc. no matter where in your State or any other State or Country.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
s. Modification of the agreement	Section XXV.J.	No modifications generally but Operations Manual subject to change

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
t. Integration merger clause	Section XXV.J.	Only terms of Franchise Agreement are binding (subject to state law)

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
u. Dispute resolution by arbitration	Section XXV.C.	Arbitration and Mediation in Anchorage, Alaska. (subject to state law)

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
v. Choice of forum	Section XXV.G.	Litigation in Anchorage, Alaska (subject to state law)

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
w. Choice of law	Section XXV.G.	Alaska laws apply (unless prohibited by laws of state where Business is located)

These states have statutes which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et. seq.], DELAWARE [Code Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [ILCS, Ch. 815, Sections 705/1-705/44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-11], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], and WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

Item 18

PUBLIC FIGURES

We currently do not use any public figure to promote our Franchise.

Item 19

EARNINGS CLAIMS

We are including in Exhibit 7, a Statement of Earnings for the first three years of operation of the Eagle River Computer Doctor business which is the business that the franchises are modeled after. Actual results may vary from unit to unit and we cannot estimate the results of any particular franchise. You should not rely on this Statement of Earnings to project earnings, sales, profits or prospects or chances of success for any other franchise units. Substantiation of the data used in preparing the earnings claim is available at your request.

Item 20

FRANCHISED STORE STATUS SUMMARY
FOR YEARS 2001/2002/2003

STATE	TRANSFERS	TERMINATED	NOT RENEWED	REREQUIRED BY FRANCHISOR	LEFT THE SYSTEM	TOTAL FROM FRANCHISES LEFT COLUMN	FRANCHISES OPERATING AT YEAR END
END							
ALASKA	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
ARIZONA	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
CALGARY	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
MISS.	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
WISC.	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
VERMONT	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
TOTAL	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/4

**STATUS OF COMPANY OWNED
STORES FOR YEARS 2001/2002/2003**

STATE	STORES CLOSED DURING YEAR	STORES OPEN DURING YEAR	TOTAL STORES OPERATING AT YEAR END
ALASKA	0/0/0	1/1/1	1/1/1
TOTALS	0/0/0	1/1/1	1/1/1

**PROJECTED OPENINGS
AS OF OCTOBER, 2004**

	FRANCHISE AGREEMENT SIGNED	FRANCHISE AGREEMENTS SIGNED BUT STORES NOT OPENED	PROJECTED FRANCHISED NEW STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT FISCAL YEAR
ARIZONA	1	0	2	0
GEORGIA	1	1	0	0
INDIANA	1	0	0	0
MICHIGAN	1	0	1	0
NEBRASKA	1	0	1	0
OREGON	1	1	0	0
TEXAS	1	0	2	0
WISCONSIN	5	1	3	0
TOTALS	12	5	9	0

A list of the names of all franchisees and the addresses and telephone numbers of their Businesses are listed as Exhibit 5 to this offering Circular. A list of the name and last known home address and telephone number of every Franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during Fiscal Year 2003 or who has not communicated with us within 10

weeks of our application date is attached as Exhibit 6. **Denotes an Affiliate of Computer Medics of America as opposed to a Franchise.

Item 21

FINANCIAL STATEMENTS

Our audited financial statements for the fiscal year 2003 are attached to this offering circular as Exhibit 7. An unaudited financial statement for January 1, 2004 – October 1, 2004 is also included.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this offering circular:

List of State Agencies/Agents for Service of Process – Exhibit 1

Franchise Agreement - Exhibit 2

Guarantee of Obligations - Exhibit 3

Operating Manual Table of Contents - Exhibit 4

List of Franchisees - Exhibit 5

Franchisees Who Have Left the System - Exhibit 6

Financial Statements - Exhibit 7