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EMILIAN BUCATARU

(Requestor's Name)

101 N. BLAIRSTONE RD.

(Address)

UNIT 104

(Address)

TALLAHASSEE, FL 32301

(City/State/Zip/Phone #) 656-6047

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CARTRIDGE WORLD[®] FRANCHISES[®] ASSOCIATION

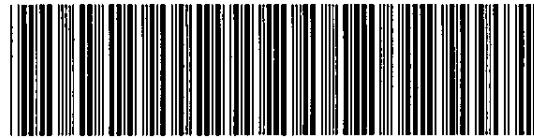
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VH

ARTICLES OF INCORPORATION
of
CARTRIDGE WORLD® FRANCHISEES' ASSOCIATION, INC.

- A NOT FOR PROFIT CORPORATION -

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I. Corporate name

1. A not for profit corporation named "Cartridge World® Franchisees' Association, Inc." (hereinafter referred to as "the Association") is hereby incorporated under the laws of the State of Florida.

II. Address

2. The address of the initial principal office of the Association is 101 N. Blairstone Rd., Unit 104, Tallahassee, FL 32301.

III. Registered Agent

3. The Association's initial registered agent is Emilian Bucataru, whose business address is 101 N. Blairstone Rd., Unit 104, Tallahassee, FL 32301.
4. The registered agent may be changed at any time by the vote of the Association's Board of Directors.

IV. Purpose

5. The Association is organized as a business league, not for profit and no part of the net earnings of the corporation inures to the benefit of any private shareholder or individual. The Association qualifies for federal (section 501(c)(6) of the Internal Revenue Code) and state (Chapter 617 Florida Statutes) income tax exemption and will file the appropriate documentation with both the Internal Revenue Service and the State of Florida.
6. The purpose of the Association is to protect the interests of its members in relation to Cartridge World North America LLC (hereinafter referred to as "CWNA"), the members' master franchisees and any other natural or legal person in connection to the operation and ownership by the Association members of Cartridge World® franchises, as well as to foster cooperation among the Association members.

V. Membership

7. Membership in the Association is open to any natural person who directly or indirectly owns at least one Cartridge World® franchise located in the United States, except that membership to the Association is not open to: (i) any master franchisees or any owner of a Cartridge World® franchise who is also a master franchisee, CWNA employee or business partner or associate or shareholder thereof, and to (ii) any franchise owner who is a relative or business partner or associate of any master franchisee, CWNA employee or business partner or associate or any shareholder thereof.

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8. Membership is acquired by executing the Membership Form attached as Exhibit A to these articles of incorporation. Membership is effective the day the member submits the executed Membership Form to the Association.
 9. Each member must contribute an initial fee of \$100 and a monthly fee of \$50 a month to the Association's General Fund for each Cartridge World® franchise location owned by the member. Each member owes the monthly fee to the Association by the 15th day of the month for which the fee is paid.
 10. The 1st month of the existence of the Association for which monthly dues are owed by the members is June 2008. Any new member of the Association which acquires membership into the Association after June 1, 2008 owes the Association, aside from the initial fee, a multiple of the monthly fee equal to the number of months beginning either June 2008 or the month the franchisee opened their first Cartridge World® franchise location to business (whichever occurred last) to the month during which the member acquired membership.
 11. A member may voluntarily terminate its membership by giving written notice to the Association. The Association may also terminate the membership of a member for being more than 30 days late in paying the monthly Association fee. A member's membership will also be terminated as a penalty for that member's violation of the provisions of Chapter IX of these Articles of Incorporation referring to Confidentiality.
 12. All fees paid to the Association by the member prior to the termination of the member's membership in the Association are nonrefundable.

VI. Organization of the Association

Territories

13. The Association is structured into Territories. There will be one Territory for each master franchisee area in existence from time to time in the United States, except that there shall be no Territory for any master franchisee area where there are no members of the Association.
14. Each Territory will hold an ordinary Territory meeting every four months. Such meeting shall occur during the first week of each four months period at a date communicated by the Association's Board of Directors, with the first ordinary meetings to occur in the first week of May 2008. Any Territory may also hold extraordinary meetings convened by either the request of 10% of the Territory's members, the vote of the Board of Directors, or by the decision of the Chairperson of the Board of Directors.
15. During any Territory meeting, the members may discuss any topic related to the Association and may vote to send agenda items to the Board of Directors.

Board of Directors

16. Each Territory will elect from that Territory's members a Director to the Association's Board of Directors. Each Director shall serve on the Board of Directors for a period of one year commencing at the date of election, except if its authority is withdrawn by the vote of the Territory's members or by the unanimous vote of the other members of the Board of Directors.
17. The Board of Directors shall hold ordinary meetings every two months during the first week of each two months period at a date communicated by the Board's Chairman, with the first ordinary meeting to occur in the first week of June 2008. The Board of Directors may also hold extraordinary meetings convened by either the vote of the Association's members, the vote of the Board of Directors, or by the decision of the Chairperson of the Board of Directors.
18. The Board of Directors may discuss any topic related to the Association and any member of the Board of Directors may submit an agenda item for any meeting of the Board of Directors. The Board of Directors must discuss and vote on any agenda item, whether submitted by a Territory or by a member of the Board.
19. The Board of Directors has the sole authority to modify by vote these Articles of Incorporation.
20. The Director for each Territory shall be the representative and spokesperson for that Territory in relation to that Territory's master franchisee. However, the mandate of each Director's communications to their respective Territory's master franchisee shall be set by vote of the Board of Directors for each topic of communication.

Chairperson of the Board of Directors

21. A Chairperson of the Board of Directors shall be elected by the vote of the Board of Directors. The Chairperson must be an Association member but it is not necessary to have been a Director prior to its election. The Chairperson shall serve for a one year since its election, except if its authority is withdrawn by either the vote of the Association's members or by the unanimous vote of the Board of Directors.
22. The compensation of the Chairperson, if any, shall be established by vote of the Board of Directors. The Board of Directors may amend such compensation from time to time by vote.
23. If the elected Chairperson is a member of the Board of Directors, the Territory formerly represented by the Chairperson-elect shall, within 15 days of the Chairperson's election, convene in an extraordinary meeting to elect a new Director for that Territory to the Association's Board of Directors.

24. The Chairperson shall be the Association's official representative and spokesperson in relationship to CWNA, the master franchisees and any other natural and legal person in relation to any business falling under the purpose of the Association. However, the mandate of the Chairperson's communications shall be set by vote of the Board of Directors for each topic of communication.

VII. Voting

25. A member acquires one vote in the Territory in which that member is located for each Cartridge World® franchise location owned by the member.
26. Except as otherwise provided in these Articles of Incorporation, all references to vote and voting in these Articles of Incorporation mean that, at all levels of the Association (Territory and Board of Directors), decisions shall be taken by the consensual vote of 50% or more of the quorum of that level of the Association.
27. All references to quorum in these Articles of Incorporation mean that a meeting is convened and a vote taken is valid if one-third or more of the members of that level (Territory and Board of Directors) of the Association are in simultaneous communication with each other during that meeting, whether in person, by phone, or by any other means of long-distance communication.

VIII. General Fund

28. The Association shall have a General Fund, constituted from the members' initial and monthly fees. The General Fund shall be kept in an account at Bank of America. Expenditures from the General Fund (including upper spending limits) can be made only after authorized by vote of the Association's members or of the Board of Directors, except that the Chairperson of the Board of Directors may authorize without vote one-time or recurring expenditures of up to \$250 for the well being of the Association.

IX. Confidentiality

29. All decisions, discussions and communications between two or more members of the Association (whether during a formal Territory or Board of Directors meeting or otherwise) in relation to any business falling under the purpose of the Association is deemed confidential among the members of the Association. All communications with third parties (whether CWNA, master franchisee(s) or others) shall be carried out exclusively by the Directors and the Chairperson within their respective mandates, as described hereabove.

X. Dissolution

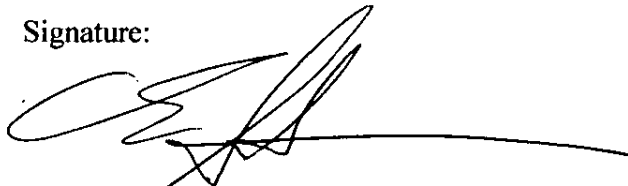
30. The Association can be dissolved only by the vote of two-thirds of its entire membership at the the time the vote is taken. Upon dissolution and payment of all Association debts, the General Fund shall be distributed between Association members proportionally to their tenure as Association members.

XI. Incorporator

31. The incorporator of the Association is:

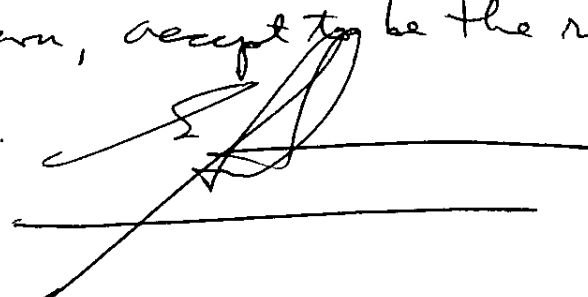
Trust Consulting & Ventures LLC, owner of store FLA 646, with the address:
101 N. Blairstone Rd., Unit 104
Tallahassee, FL 32301

Signature:



Emilian Bucataru for Trust Consulting & Ventures LLC

I, Emilian Bucataru, accept to be the registered
agent of the Association.



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Exhibit A

CARTRIDGE WORLD® FRANCHISEES' ASSOCIATION, INC.

- A NON PROFIT CORPORATION -

MEMBERSHIP FORM

The following Cartridge World® franchisee, _____
(franchisee's corporate name), store number _____, through my duly authorized
representative _____ (name of representative), after having
read and understood the Articles of Incorporation of the Cartridge World® Franchisees'
Association, Inc. ("the Association"), hereby declare that I meet the conditions specified in
Chapter V of those Articles of Incorporation referring to Membership and I agree to become a
member of the Association and to abide by its Articles of Incorporation in existence at the time
of my becoming a member and as from time to time amended by the Association's Board of
Directors.

Signature: _____

Name: _____

Date: _____

Store number: _____

Store address: _____
