

**SuperPro Vending Group  
1083 Kathryn Rd. Suite 1  
Nixa, Missouri 65714  
(800) 288-0958**

**INFORMATION FOR PROSPECTIVE BUSINESS OPPORTUNITY  
PURCHASERS REQUIRED BY THE FEDERAL TRADE  
COMMISSION**

To protect you, we've required sellers of business opportunities to give you this information. We have not checked it and don't know if it is correct. It should help you to make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a business opportunity is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that has been left out, you should let us know about it. It may be against the law.

Federal Trade Commission Washington, D. C.

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Pursuant to 16 CFR 436.1, a Trade Regulation Rule of the Federal Trade Commission regarding Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures. The following information is set forth on SuperPro Vending Group for your examination.

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**Exhibit "A" - Order Form & Purchase Agreement.**

**Exhibit "B" - Financial Information of SuperPro Vending Group**

SuperPro Vending Group is not a product franchisor or a business formatting franchisor. Therefore, many of the disclosure items required by the FTC Franchise Rule do not apply and are so noted. SuperPro Vending Group will be referred to as SuperPro Vending Group rather than the franchisor. You will be referred to as "you" rather than the franchisee. The business purchased will be referred to as a business opportunity rather than a franchise.

1. 1. IDENTIFYING INFORMATION AS TO SuperPro Vending Group

The name and address's of the corporation you will be doing business with are:

SuperPro Vending Group, Inc  
1083 Kathryn Rd. Suite 1  
Nixa, Missouri 65714

SuperPro Vending Group, Inc  
11480 Kreutzer Rd.  
Huntley, IL 60142

SuperPro Vending Group owns the trademark name "SuperPro™". There are no other trademarks, trade names, service marks, advertising, or other commercial symbols which identify goods, commodities or services to be offered, sold or distributed by any prospective buyer, or under which you will be operating.

SuperPro Vending Group is engaged in the contract manufacturing and distribution of coin operated machines to the public and distributors, and sells these items as a business opportunity.

SuperPro Vending Group is organized under the laws of the State of Missouri. SuperPro Vending Group does not have a parent firm. SuperPro Vending Group does not grant to you the right to utilize the SuperPro Vending trademark. You must operate under your own name or other fictitious trade or assumed name that may not include the SuperPro Vending Group trade name.

SuperPro Vending Group is considered a "business opportunity venture" under Title 16 Code of Federal Regulations Sections 436.1 to 436.3, a Trade Regulation Rule of the Federal Trade Commission Regarding Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures {the "FTC Franchise Rule}. The FTC Franchise Rule requires the preparation of this Disclosure Statement, which must be delivered to a prospective purchaser. The prospective must have this Disclosure Statement and a completed purchase order before any money is paid to SuperPro Vending Group.

## **2. BUSINESS EXPERIENCE OF DIRECTORS AND EXECUTIVE OFFICERS**

The business experience during the past ten (10) years of each of SuperPro Vending Group's current directors and executive officers is as follows:

**Steve Petersen, CEO - Over 20 years experience in executive management; four years in Vending, specializing in third-party marketing and distribution. Built the #1 U.S. wireless communications Franchise in San Diego, CA**

**Spears Latimore, CSO - Over 20 years experience in communications industry; MCI, Sprint, etc. Founded eFITNESS**

**Tom Siciliano, COO and VP of Sales - Held executive leadership positions with two Fortune 500 companies; Corporate Express and Aramark. Advisor to the National Automatic Merchandising Association (NAMA)**

## **3. BUSINESS EXPERIENCE OF SuperPro Vending Group**

**SuperPro Vending Group, incorporated in January 2004, acquired EIM Enterprises, who was incorporated in 1991, and commenced selling a business of the type to be operated by the purchaser. This is the first time that SuperPro Vending Group has sold this type of product, although the company (EIM) has been a successful going concern for many years. SuperPro Vending Group reserves the right to operate business opportunities. SuperPro Vending Group has not previously sold any business where a service mark or trademark is used, and has not offered or sold businesses and products in other lines.**

## **4. LITIGATION HISTORY**

Neither SuperPro Vending Group nor any Director or Executive Officer listed above:

**A. Has, at any time during the previous seven (7) fiscal years, or ever, been convicted of a felony or pleaded nolo contendere to a felony charge if the felony involved fraud (including violation of any franchise law, or unfair or deceptive practices Law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade;**

**B. Has, at any time during the previous seven (7) fiscal years, or ever, been held liable in a civil action resulting in a final judgment or has settled out of court any civil action or is party to any civil action (1) involving allegations of fraud (including violation of any franchise law, or unfair or deceptive practices law), or restraint of trade, or (2) that was brought by a present or former franchisee or franchisees and that involves or involved the franchise relationship; or brought by a present or**

former franchisee or franchisees and that involves or involved the franchise relationship;

C. Is subject to any currently effective state or federal agency or court injunctive or restrictive order, or is a party to a proceeding currently pending in which an order is sought, relating or affecting franchise activities or the franchisor-franchisee relationship, or involving fraud (including violation of any franchise law, or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade.

## 5. BANKRUPTCY HISTORY

During the previous seven (7) fiscal years, or ever, SuperPro Vending Group nor any Director or Executive Officer listed above has: filed a petition for bankruptcy, been adjudged bankrupt, been reorganized due to insolvency; or been a principle, director, executive officer, or partner of any other person that has so filed or was so adjudged or reorganized, during or within one (1) year after the period that person held a position in the other person.

## 6. DESCRIPTION OF THE BUSINESS OPPORTUNITY

SuperPro Vending Group is engaged in the contract manufacturing and distribution of coin operated machines to the public. You operate your business and use these items as you see fit. SuperPro Vending Group will not interfere in the day-to-day operation of your business nor require you to buy any products from it or it's affiliates.

## 7. INITIAL FUNDS REQUIRED TO BE PAID BY YOU

The total that you will pay to SuperPro Vending Group is the total price as set forth on your Order Form & Purchase Agreement. This must be paid at the signing of the Order Form & Purchase Agreement. There is no Business Opportunity Fee. There is no franchise fee to be paid.

## 8. RECURRING FUNDS REQUIRED TO BE PAID BY YOU

There are no recurring funds required to be paid by you to SuperPro Vending Group.

## 9. AFFILIATED PERSONS YOU ARE REQUIRED TO DO BUSINESS WITH BY SuperPro Vending Group

There are no affiliated persons that you are required or advised to do business with by SuperPro Vending Group.

## 10. OBLIGATIONS TO PURCHASE

The initial items must be purchased from SuperPro Vending Group. Thereafter, there are no obligations to purchase anything from SuperPro Vending Group in the future. SuperPro Vending Group is the exclusive distributor of Dentyne Ice® in bulk vend packaging. Should you choose to sell Dentyne Ice® it is only available through the SuperPro Vending Group Dentyne Ice® distribution center.

## 11. REVENUES RECEIVED BY SuperPro Vending Group IN CONSIDERATION OF PURCHASES BY YOU

SuperPro Vending Group derives income from the sale of equipment, parts and other vending related products. SuperPro Vending Group derives no rebates from you or any locating company on your purchase of products. SuperPro Vending Group does not receive any other revenues from any other supplier.

## 12. FINANCING ARRANGEMENTS

There are no financing arrangements offered to you directly or indirectly by SuperPro Vending Group, its agents or affiliated persons on initial purchases. SuperPro Vending Group does not offer or supply, either directly or indirectly, any financing to you on initial purchases.

SuperPro Vending Group makes no representations as to your ability to secure financing for the operation of the business opportunity or as to the terms of financing. Any financing given on additional purchases will depend on the purchaser's credit.

SuperPro Vending Group derives no income or payments from any person offering financing to a prospective purchaser nor from any person arranging for financing for you.

## 13. RESTRICTION OF SALES

You are not limited to the products that you may sell, nor are you limited to the customers to whom you may sell or the geographical area in which you may sell.

#### **14. PERSONAL PARTICIPATION REQUIRED OF YOU IN THE OPERATION OF YOUR BUSINESS**

The Order Form & Purchase Agreement does not require any specific level of participation by you in the operation of the business opportunity. You may operate the business opportunity or hire others to operate the business opportunity. You may secure your own retail locations or engage the services of a professional locating company. SuperPro Vending Group does not direct the management nor the methods by which you run your business. The amount of time which you devote to your business is solely at your discretion.

#### **15. TERMINATION, CANCELLATION, AND RENEWAL OF YOUR BUSINESS OPPORTUNITY**

A. **TERM** - The Order Form & Purchase Agreement contains no term. The obligations of SuperPro Vending Group are satisfied upon delivery of the initial order of the items ordered. You have no further obligation to SuperPro Vending Group (except as stated in the Order Form & Purchase Agreement) and SuperPro Vending Group has no further obligation to you.

B. **CONDITIONS UNDER WHICH YOU MAY RENEW OR EXTEND** - Since there is no term in the Order Form & Purchase Agreement, there is no renewal or extension of the Order Form & Purchase Agreement. However, SuperPro Vending Group will continue to offer additional items to you, whenever you wish, upon your signing of SuperPro Vending Group's then current Order Form & Purchase Agreement.

C. **CONDITIONS UNDER WHICH SuperPro Vending Group MAY REFUSE TO RENEW OR EXTEND** – SuperPro Vending Group may only refuse to sell additional items to you if you have failed to pay for previous purchases as required under the Order Form & Purchase Agreement or if SuperPro Vending Group is no longer offering items for sale.

D. **CONDITIONS UNDER WHICH YOU MAY TERMINATE** - You may terminate the Order Form & Purchase Agreement if more than forty-five (45) days have elapsed since the signing of the Order Form & Purchase Agreement and payment in full by you; and SuperPro Vending Group has failed to ship the items ordered. In this event, the funds paid will be returned to you. Thereupon, the Order Form & Purchase Agreement is automatically terminated and neither SuperPro Vending Group nor you have any further obligation to the other. You may terminate the business opportunity after completion of the initial order by simply ceasing to operate.

**E. CONDITONS UNDER WHICH *SuperPro Vending Group* MAY TERMINATE-** *SuperPro Vending Group* is entitled to terminate the Order Form & Purchase Agreement upon your failure to prepay for the items described in the Order Form & Purchase Agreement.

**F. YOUR OBLIGATIONS AFTER TERMINATION OF THE ORDER FORM & PURCHASE AGREEMENT** - Upon termination of the Order Form & Purchase Agreement, you have no obligation to *SuperPro Vending Group* except to cease identifying yourself as an "Authorized Distributor for SuperPro Vending Group", if applicable. *SuperPro Vending Group* has no right of first refusal or option to purchase your business opportunity.

**G. CONDITIONS UNDER WHICH *SuperPro Vending Group* MAY REPURCHASE, WHETHER BY RIGHT OF FIRST REFUSAL OR OPTION OF *SuperPro Vending Group*-** *SuperPro Vending Group* has no right of first refusal or option to purchase your business opportunity .

**H. CONDITONS UNDER WHICH YOU MAY SELL OR ASSIGN YOUR INTEREST IN THE BUSINESS OPPORTUNITY OR IN THE ASSETS OF THE BUSINESS OPPORTUNITY** - You may sell, assign, give, transfer, lease, sublease, or encumber in whole or in part the business opportunity any ownership or control of your business and your assets without *SuperPro Vending Group's* written consent.

**I. CONDITIONS UNDER WHICH *SuperPro Vending Group* MAY SELL OR ASSIGN IN WHOLE OR IN PART IT'S INTEREST IN THE BUSINESS OPPORTUNITY** - There is no provision in the Order Form & Purchase Agreement that restricts *SuperPro Vending Group* from selling or assigning the business opportunity or the Order Form & Purchase Agreement in whole or in part.

**J. CONDITIONS UNDER WHICH *SuperPro Vending Group* MAY MODIFY THE ORDER FORM & PURCHASE AGREEMENT** – *SuperPro Vending Group* has the right to modify a signed Order Form & Purchase Agreement only by written mutual consent of you and *SuperPro Vending Group*.

**K. CONDITIONS UNDER WHICH YOU MAY MODIFY THE ORDER FORM & PURCHASE AGREEMENT** - You may not, under any circumstances, unilaterally modify the Order Form & Purchase Agreement.

**L. RIGHTS OF YOUR HEIRS OR PERSONAL REPRESENTATIVES UPON YOUR DEATH OR INCAPACITY** - The rights of your heirs or personal representatives shall be the same as your rights in all respects, but in no way greater than your rights.

**M. PROVISION OF COVENANT NOT TO COMPETE** - The Order Form & Purchase Agreement does not contain a covenant not to compete.

**16. STATISTICAL INFORMATION CONCERNING THE NUMBER OF BUSINESS OPPORTUNITIES AND SuperPro Vending Group OWNED OUTLETS.**

**A. Number of business opportunities sold: 1000+**

**B. Number of business opportunities in operation: Unknown.**

**C. Number of SuperPro Vending Group owned Units similar to those offered: 20+**

**D. Names, addresses, and telephone numbers of the purchasers: References are available upon request.**

**E. Number of business opportunities in each of the following categories which have:**

**(a) Been terminated by the purchaser: Unknown.**

**(b) Been cancelled or terminated by SuperPro Vending Group for any reason: 0**

**(c) Not been renewed by SuperPro Vending Group: 0**

**(d) Been re-acquired through purchase by SuperPro Vending Group: 0**

**(e) Been otherwise re-acquired by SuperPro Vending Group: 0**

**17. TRAINING PROGRAMS**

**There is no formal training program. However, customer handbooks and unlimited telephone consultation and advice is provided at no charge at the customer's request, for as long as customer owns machines originally purchased from SuperPro Vending Group.**

**18. PUBLIC FIGURE INVOLVEMENT IN THE BUSINESS OPPORTUNITY**

**No public figure or personality is used in the name of the business opportunity nor is there any endorsement or recommendation of the business opportunity by a public figure in advertisements. No public figure or personality is involved in the business opportunity by way of investment or management in any way.**