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FRANCHISE DISCLOSURE DOCUMENT 2019 MAY 9 AM 10 44

Jewelry Repair Enterprises, Inc
a Pennsylvania Corporation
1515 S Federal Highway, Suite 412
Boca Raton, Florida 33432
(800) 359-0407
franchise@fastfix com
www fastfix com

As a Fast-Fix Jewelry and Watch Repairs® ("FAST-FIX") franchisee, you will operate a service center that sells jewelry and watch repair services, and jewelry and watch products, at a kiosk or in-line store in a shopping mall or other retail location

The total investments, including payments to us, necessary to begin operation of the different types of service centers are shown in the table below

Type of Service Center	Total Investment Range	Range of Payments To Us or Our Affiliates
Kiosk	$153,961 – $240,090	$40,000 to $42,700
In-Line Store	$256,961 – $435,090	$40,000 to $42,700
Store-in-Store (Walmart)	$137,961 – $211,090	$40,000 to $42,700
Store-in-Store (Meijer)	$97,961 – $165,090	$40,000 to $42,700

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English Read this disclosure document and all accompanying agreements carefully You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale Note, however, that no governmental agency has verified the information contained in this document

You may wish to receive your disclosure document in another format that is more convenient for you To discuss availability of disclosures in different formats, contact Mariellen Clark at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, mclark@fastfixfranchise com, (800) 359-0407 or (561) 330-6060

The terms of your contract will govern your franchise relationship Do not rely on the disclosure document alone to understand your contract Read all of your contract carefully Show your contract and this document to an advisor, like a lawyer or an accountant

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580 You can also visit the FTC's home page at

www ftc gov for additional information Call your state agency or visit your public library for other sources of information in franchising

There may also be laws on franchising in your state Ask your state agencies about them

Issuance Date April 26, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 YOUR FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN FLORIDA OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR HOME STATE

2 YOUR FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE BUSINESS THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source is our agent and represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

State Effective Dates See next page

STATE EFFECTIVE DATES

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

This disclosure document is effective as of the issuance date for use in the following states, where the franchisor filed a 1-time notice on the date indicated

Kentucky	February 11, 2019
Nebraska	February 11, 2019
Texas	February 11, 2019

This disclosure document is effective as of the issuance date for use in the following states, where the franchisor has filed an annual notice, effective on the date indicated

Florida	July 7, 2018
Michigan	June 7, 2018
South Dakota	May 2, 2018
Utah	April 23, 2019
Wisconsin	June 5, 2018

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

California	[_____]
Hawaii	[_____]
Indiana	[July 1, 2018]
Illinois	[_____]
Maryland	[_____]
Minnesota	[_____]
New York	[_____]
North Dakota	[_____]
Rhode Island	[_____]
Virginia	[_____]
Washington	[_____]

MICHIGAN NOTICE

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you

(a) A prohibition on the right of a franchisee to join an association of franchisees

(b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

(h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c)

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services

The fact that there is a notice of this offer on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, (517) 373-7117

TABLE OF CONTENTS

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 3 LITIGATION	3
ITEM 4 BANKRUPTCY	5
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES	6
ITEM 7 ESTIMATED INITIAL INVESTMENT	14
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	24
ITEM 9 FRANCHISEE'S OBLIGATIONS	26
ITEM 10 FINANCING	28
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	28
ITEM 12 TERRITORY	35
ITEM 13 TRADEMARKS	37
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	38
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	39
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	40
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	40
ITEM 18 PUBLIC FIGURES	51
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	51
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	57
ITEM 21 FINANCIAL STATEMENTS	62
ITEM 22 CONTRACTS	62
ITEM 23 RECEIPTS	63

Exhibits

Exhibit A	Agencies/Agents for Service of Process
Exhibit B	Franchise Agreement and Attachments
Exhibit C	Table of Contents of Brand Standards Manual
Exhibit D	Franchisees and Company-Owned Locations
Exhibit E	Franchisees Who Left the System
Exhibit F	Financial Statements
Exhibit G	Sample General Release
Exhibit H	State-Specific Addenda
Exhibit I	Receipts

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we," "us" and "our" refer to Jewelry Repair Enterprises, Inc , the franchisor "You" and "your" means the person who buys the franchise, the franchisee If the purchaser of the franchise is a partnership, corporation, limited liability company, or other entity, "you" includes the Franchisee's owners, who must join, and agree to be bound by, the contracts listed in Item 22 of this disclosure document

All initially capitalized terms appearing in this disclosure document have the meanings given to them in your Franchise Agreement, unless otherwise noted

Franchisor

We are a Pennsylvania corporation that was incorporated on October 14, 1986 We franchise businesses operating throughout the United States under the names "Fast-Fix Jewelry Repairs" and "Fast-Fix Jewelry and Watch Repairs " Our principal place of business is located at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, and our agents for service of process are set forth in Exhibit A to this disclosure document

Parents, Predecessors

On October 31, 2012, our parent, JRE Holdings, Inc , a Florida corporation ("JRE Holdings"), acquired all of our issued and outstanding shares Certain members of our management have an ownership interest in JRE Holdings JRE Holdings' principal business address is 1515 Sunset Drive, Suite 32, Miami, Florida 33143 It engages in no other business activities and has never offered franchises

On March 14, 2018, DK-JRE, LLC, a Florida limited liability company ("DK-JRE"), acquired all of issued and outstanding shares of JRE Holdings and its subsidiaries DK-JRE's principal business address is 11895 N W 81st Court, Parkland, FL 33076 It engages in no other business activities and has never offered franchises

We have no predecessors

Affiliates

JRE Franchising, Inc ("JREF") and JRE Enterprises, Inc ("JREE") are affiliates and our wholly-owned subsidiaries, incorporated on February 20, 2004 and April 10, 2007, respectively Their principal place of business is 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432 These affiliates are engaged in franchising jewelry repair businesses in Ireland and Canada JREF began offering franchises in Ireland on February 20, 2004, and JREE began offering franchises in Canada on January 1, 2008 On December 31, 2018, JREF had 5 franchised locations in Ireland and JREE had no franchised locations in Canada

Franchisor's Business and the Franchises Offered

Since October 14, 1986, we have offered franchises for the operation of a business specializing in jewelry and watch repair and retail jewelry sales (each a "FAST-FIX Service Center") utilizing our proprietary methodology for operating a FAST-FIX Service Center, including specific standards and procedures and the Marks (defined in Item 13), all of which may be improved, further developed, or otherwise modified (the "System") We initiated the concept in 1984 with a single FAST-FIX Service Center located in an enclosed shopping mall in Pittsburgh, Pennsylvania We have no business other than offering franchises and assisting franchisees Neither our affiliates nor we have offered franchises in any other line of business We do not conduct business under any other name

FAST-FIX Service Centers specialize in offering a wide range of "while you shop" services including ring sizing, chain repair and replacement, remounting, engraving, eyeglass frame repair, watch and electronic device repair, and battery replacement as well as custom jewelry design and select gift, jewelry and watch retail product opportunities These services and products are sold from kiosks or in-line stores in major regional shopping malls and other high traffic venues We are also granting franchises for FAST-FIX Service Centers located in retail stores such as Walmart and Meijer We call these Store-in-Store locations

General Market

The market for our franchises is primarily the general public with a limited amount of services provided to other businesses, including jewelry stores The overall business is generally not seasonal, but November and December are historically our Franchisees' busiest months

You may have competition from independent jewelry stores, independent jewelry and watch repair stores, wholesale jewelry marts and some larger department stores However, to our knowledge, there are no other franchised businesses operating in malls or other retail locations which concentrate on jewelry and watch repairs and the sale and installation of watch batteries

Industry Regulations

There are no regulations specific to the operation of jewelry and watch repair businesses However, certain states have regulations governing the repair of electronic devices and eyeglass frame repair

ITEM 2
BUSINESS EXPERIENCE

President and Chief Executive Officer Gerald W B Weber

Gerald Weber has been our President and Chief Executive Officer since May 2015 From August 2014 to May 2015, he provided management consulting services to a number of companies and private equity firms From June 2012 to December 2014, Mr Weber was the Chief Executive Officer of Green Fine Salad Franchise Company, LLC, dba Saladarity, in Fort Lauderdale, Florida

Chief Financial Officer Paul J Price

Paul Price has been our Chief Financial Officer since July 2015 From April 2014 to June 2015, he was the Chief Financial Officer of JuiceBlendz International, Inc , in Weston, Florida From July 2013 to April 2014, Mr Price was the Chief Financial Officer for First Light Program Managers, in Dania, Florida

Director and Vice President Greg Diem

Greg Diem has been our Director and Vice President since November 2012 Since June 2010, he has been President of Pine Tree Equity Partners in Miami, Florida

Director and Vice President Patrick A Kuiper

Patrick Kuiper has been our Director and Vice President since July 2013 Since July 2013, he has been Managing Director of Pine Tree Equity Partners in Miami, Florida

Franchise and Lease Administrator Mariellen Clark

Mariellen Clark has been our Franchise and Lease Administrator since April 2015 From May 1992 to April 2015, she worked for Manchu Wok, in Deerfield Beach, Florida, as Administrator to the Manager of Accounting and Administration, and as Franchise Administrator

Marketing Manager Alison Werner

Alison Werner has been our Marketing Manager since July 2017 Since January 2003, she has been an independent real estate salesperson in Broward and Dade Counties, Florida Alison was in Litigation Support Business Development and Sales for Phipps Reporting, in West Palm Beach, Florida, from October 2015 to June 2016, and for Veritext, in Miami and Ft Lauderdale, Florida, from January 2013 to June 2015

Franchise Business Coach/Franchise Sales Contact Sam Guagliardo

Sam Guagliardo has been our Franchise Business Coach and Franchise Sales Contact since November 2018 From January 2017 to November 2018, he was our Franchise Business Coach and Systems Trainer, and from March 2016 to December 2016, he was our IT Project Manager From November 2013 to March 2016, Mr Guagliardo was an IT Support Manager with Progressive Computer Research, in Lake Worth, Florida

Franchise Business Coach Christopher A Canada

Chris Canada has been our Franchise Business Coach since March 2015 From December 2013 to October 2015, he was a District Manager for National Vision, America's Best Contacts & Eyeglasses, in Blackwood, New Jersey

Franchise Business Coach David H Holland

David Holland has been our Franchise Business Coach since October 2015 From December 2013 to October 2015, he was a District Manager for National Vision, America's Best Contacts & Eyeglasses, in Blackwood, New Jersey

ITEM 3
LITIGATION

Pending Actions

None

Concluded Actions

(1) R & M Gadel, Inc v Jewelry Repair Enterprises, Inc , Circuit Court of Fifteenth Judicial Circuit, Palm Beach County, Florida, Case No 2014 CA 003295AG, R & M Gadel, Inc v Jewelry Repair Enterprises, Inc , American Arbitration Association, Case No 01-14-001-8149 On March 18, 2014, R & M Gadel, Inc ("Gadel"), the franchisee under Northlake Mall and Mall of Georgia franchise agreements, filed a complaint against us alleging that Gadel attempted to transfer the Northlake Mall franchise to a 3rd party, but that we improperly refused to consent to the transfer, that Gadel transferred the Mall of Georgia

franchise to a 3rd party, MVP Elite, Inc (the plaintiff in another action referenced below), and that after we consented to the transfer, we demanded a different agreement with the transferee, and that we issued a termination letter in July 2013 for the Northlake Mall franchise based on the attempted transfer referenced above Gadel sought damages of $200,000, declaratory relief, injunctive relief, specific performance, attorneys' fees, interest, and costs We filed a motion to stay the action and compel arbitration, and the court granted the motion on October 10, 2014 On October 27, 2014, Gadel initiated arbitration with the American Arbitration Association based on the same claims We denied any wrongdoing On March 15, 2016, we entered into a settlement agreement with Gadel and its owner, Moshiyakh R Gadelov Under the settlement agreement, without any party admitting liability, we agreed to pay Gadel $175,000, Gadel agreed to dismiss the court action and arbitration, and the parties exchanged mutual releases The court action and arbitration were dismissed on or about March 16, 2016

(2) MVP Elite, Inc and Vladislav R Gadelov v Jewelry Repair Enterprises, Inc , Circuit Court of Fifteenth Judicial Circuit, Palm Beach County, Florida, Case No 2014 CA 003330AG On March 18, 2014, MVP Elite, Inc ("MVP") and Vladislav R Gadelov ("Gadelov"), plaintiffs, filed a complaint against us alleging that, after we consented to transfer of a Mall of Georgia franchise from R & M Gadel, Inc to MVP, MVP executed a modified franchise agreement dated July 2013 and began operating the Mall of Georgia franchise Plaintiffs further alleged that we refused to accept the modified franchise agreement, asked MVP to execute our then-current form of franchise agreement, and refused to agree to arbitration Plaintiffs sought unspecified damages, injunctive relief, specific performance, declaratory relief, attorneys' fees, interest, and costs On October 16, 2014, plaintiffs filed an amended complaint We denied any wrongdoing On August 12, 2015, we, MVP and Gadelov entered into a settlement agreement Under the settlement agreement, without any party admitting liability, we agreed to pay MVP $28,457, MVP and Gadelov agreed to dismiss the action with prejudice, and the parties exchanged mutual releases This court action was dismissed on February 11, 2016

(3) In the Matter of the Commissioner of Business Oversight v Jewelry Repair Enterprises, Inc , Department of Business Oversight of the State of California, Fil Org Id 84603 In September 2015, the Commissioner of Business Oversight of the State of California (the "Commissioner") issued a citation for alleged violations of the California Franchise Investment Law (California Corporations Code § 31150) (the "Code") According to the citation, we failed to maintain all franchise records required to be maintained under the Code The Commissioner specifically noted that we had not maintained copies of 16 Item 23 FDD receipts In a stipulation that we signed on September 2, 2015, we agreed to the finality of the citation Without admitting or denying the findings in the citation, we agreed to pay a $32,000 administrative penalty and $8,000 in attorneys' fees, agreed to the appointment of a monitor to assist us in implementing recordkeeping procedures, and agreed to provide training to our directors, officers and managers in franchise sales compliance matters On December 16, 2015, we received confirmation that we had fulfilled these terms of the stipulation The stipulation orders us to maintain franchise records in compliance with the Code

(4) Liphan A Lee and PAO, Inc v Jewelry Repair Enterprises, Inc and Tim W Pao, Superior Court of California, County of Los Angeles, Case No BC485882, removed to the United States District Court for the Central District of California, Case No 12-cv-06754-DMG-VBK Liphan A Lee and PAO, Inc v Jewelry Repair Enterprises, Inc , Superior Court of California, County of Los Angeles, Case No BC530276, removed to the United States District Court for the Central District of California, Case No 2 14-cv-00534 RGK-CW On June 4, 2012, Liphan A Lee ("Lee") and PAO, Inc , plaintiffs, filed an action against us and Tim W Pao ("Pao"), a former owner of PAO, related to Lee's purchase of a FAST-FIX Service Center from Pao in 2009 Plaintiffs alleged fraud, fraud in the inducement, breach of contract, intentional misrepresentation,

negligent misrepresentation, and unfair business practices in violation of California Business and Professions Code §1720 Plaintiffs sought damages of $1,150,000, punitive damages of $3,000,000, restitution, rescission, injunctive relief, attorneys' fees, interest, and costs The Superior Court action was removed to the U S District Court for the Central District of California on August 3, 2012, and was dismissed on October 2, 2012 The U S District Court action was dismissed on March 1, 2013 On December 13, 2013, plaintiffs filed a second Superior Court action against us, making essentially the same allegations as those in the first Superior Court action The second Superior Court action was removed to the U S District Court, Central District of California, on January 23, 2014, and was dismissed on May 28, 2014 In the second U S District Court action, we filed affirmative defenses and a counterclaim, alleging plaintiffs' breach of the Franchise Agreement and seeking contractual indemnity under the sublease between us and plaintiffs On November 10, 2014, we, PAO, plaintiffs and Lee's bankruptcy trustee entered into a settlement agreement Under the settlement agreement, without any party admitting liability, we agreed to pay $100,000 to Lee's bankruptcy trustee and $50,000 to PAO, Lee agreed to withdraw a complaint he had filed with the California Department of Business Oversight, the parties agreed to dismiss the second U S District Court action, and the parties exchanged mutual releases The settlement was approved by the bankruptcy court on December 17, 2014, and the second U S District Court action was dismissed on January 2, 2015

Other than these actions, no litigation is required to be disclosed in this Item

ITEM 4
BANKRUPTCY

Our Franchise Business Coach/Franchise Sales Contact, Sam Guagliardo, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U S Bankruptcy Code on May 12, 2015 In re Guagliardo, No 15-18731 (S D Florida 2015) On August 17, 2015, the bankruptcy court granted a discharge

Other than this bankruptcy, no bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

Initial Franchise Fee

The initial franchise fee ("Initial Franchise Fee") for a kiosk, in-line or Store-in-Store FAST-FIX Service Center is $40,000 The Initial Franchise Fee is due when you sign your Franchise Agreement (see Exhibit B to this disclosure document), is fully earned when we receive it, and is not refundable, except in the case of a Walmart Store-in-Store In that case, (a) if the Franchise Agreement is not renewed after the initial 3-year term solely as a result of either (i) the closing of the Walmart store or (ii) the termination of the Master Lease or Sublease, we will refund two-thirds of the Initial Franchise Fee to you, or (b) if the Franchise Agreement is not renewed after the first renewal term, we will refund one-third of the Initial Franchise Fee to you

To encourage multiple FAST-FIX Service Center development, for each additional FAST-FIX franchise that you open and as long as at the time of opening you are not in default under your Franchise Agreement or any other agreement with us, you will receive a discount of $5,000 from the then-current initial franchise fee If, however, any of your FAST-FIX franchises are sold within 6 months of your receipt

of any discount, you must immediately return to us the $5,000 discount by wire transfer or cashier's check as a condition of the sale of its existing location

In 2018, initial franchise fees for FAST-FIX franchises ranged from $30,000 to $40,000 A $30,000 initial franchise fee was for a FAST-FIX Service Center that was 1 of 5 locations operated by the same franchisee A $35,000 initial franchise fee was for an additional FAST-FIX Service Center to be operated by an existing franchisee

Lease Negotiation

If you enter into a lease ("Lease) for a FAST-FIX Service Center directly with a landlord, you may retain a real estate attorney to review and negotiate your Lease, or, if you request our assistance in writing, we will assist you in reviewing the Lease (including any renewal of the Lease) and negotiating with your landlord You must reimburse us for our costs and expenses promptly on our written request Our costs and expenses for reviewing and negotiating Leases range from $0 to $2,700, depending on the unique characteristics of each transaction, such as geographic location and complexity of the documents

If you are an existing Franchisee that currently has a sublease with us for your FAST-FIX Service Center, you must use your best efforts to secure a new Lease directly with the landlord leasing the FAST-FIX Service Center to us If you are operating a Store-in-Store at a Walmart or Meijer store, we will require you to enter into a sublease or sublicense agreement, as applicable (the "Sublease") If we require you to enter into a Sublease, you must reimburse us for our costs and expenses for reviewing and negotiating the lease (the "Master Lease") (or any renewal thereof) for the FAST-FIX Service Center between us and the landlord (the "Landlord") promptly on our written request

The lease negotiation fee is fully earned when we receive it, and is not refundable under any circumstances

In 2018, the lease negotiation fees we collected from franchisees ranged from $25 to $1,485

IFA VetFran Program

We are a member of the International Franchise Association (the "IFA") and participate in the IFA's VetFran Program, a program that provides financial incentives to veterans of the United States Armed Forces to encourage franchise ownership In order to qualify and participate in our VetFran Program, a United States veteran must possess a DD Form 214 document, be new to the Fast-Fix System, own a majority interest in your franchised business, and otherwise meet the requirements of our VetFran Program ("VetFran Participant") If you are a VetFran Participant, we will offer you a 50% discount on the initial franchise fee This fee is fully earned when we receive it and is not refundable under any circumstances In 2018, we sold no franchises to VetFran Participants

ITEM 6
OTHER FEES

Type of fee[1]	Amount	Due date	Remarks
Royalty Fee	6% of monthly Gross Sales[2], subject to an annual minimum	On or before the 10th day of each month for	Minimum $14,400 per year starting 2nd full calendar year after opening of your franchised business for in-line stores and kiosks You must pay us the difference if your actual

Type of fee[1]	Amount	Due date	Remarks
		the preceding month	Royalty Fees are lower than the minimum for any year There are no minimum Royalty Fees for a Store-in-Store location
Local Advertising	2% of monthly Gross Sales[2]	At your discretion over the course of the month	Each month, you must spend at least 2% of your monthly Gross Sales on local advertising You must pay us the difference if your actual local advertising expenditures are less than 2% of your monthly Gross Sales If an advertising cooperative is established in your area, you must participate, and any amounts you contribute to the advertising cooperative will count towards your 2% monthly local advertising requirement [3] If a national advertising fund is established, you must participate, and your monthly local advertising requirement will be reduced to 1% of monthly Gross Sales
In-Store Marketing (ISM)	The standard costs for in-store marketing materials or visuals is currently $150 per month (kiosk, or Walmart or Meijer Store-in-Store location), or $175 per month (in-line store)	On or before the 10th day of each month	The in-store marketing will be in addition to your 2% monthly local advertising requirement
National Advertising Fund	Up to 2% of Gross Sales[2]	On or before the 10th day of each month	If a national advertising fund is established, you must participate
National convention registration fee (per person)[4]	Estimated proportionate share of our out-of-pocket costs for hosting, meals, and convention activities (about $400)	Before national convention	We may hold a national convention about every 10 to 18 months You and/or your designated personnel must attend the full program of, and stay at the designated hotel of, each national convention You must pay travel and incidental expenses

Type of fee[1]	Amount	Due date	Remarks
			for yourself and/or your personnel who attend
National convention hotel fee[4]	Estimated room charge, taxes and fees for 1 room at convention hotel during national convention dates (about $400)	Before national convention	The hotel fee is for 1 room during the convention dates You must pay for any additional rooms, and for travel and incidental expenses for yourself and/or your personnel that are not covered by the hotel fee
National convention fee deposits[5]	Currently, $134 per month	On or before the 10th day of each month	The national convention fee deposits will be applied to your national convention registration and hotel fees The deposits are subject to change after at least 15 days' notice to you
Renewal Fee	50% of the then-current initial franchise fee under the successor franchise agreement	No later than 30 days before renewal	If you want to enter into a successor franchise agreement, you must obtain our consent and satisfy certain conditions, including paying us a fee This renewal fee payment replaces the initial franchise fee due under the Franchise Agreement
Transfer Fee	Currently $5,000, plus our then-current fee for required training (currently $7,500)	Before we consent to the transfer	If you want to transfer your franchise, you must obtain our consent and satisfy certain conditions
Indemnification	Amount of actions, judgments, damages, liabilities, losses, costs and expenses (including attorneys' fees)	As incurred	You must indemnify us from any actions, judgments, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) to which we become subject or that we incur arising from your ownership or operation of your franchised business
Review of Unapproved Suppliers	Cost of testing (estimated at about $250 - $500 excluding samples)	On delivery of invoice	This covers our cost of testing new products or inspecting new suppliers you propose

Type of fee[1]	Amount	Due date	Remarks
Special Assistance	Actual travel, hotel and incidental expenses, together with our standard fee, which is currently $1,000 per person per day	On delivery of invoice	If you request, we will, to the extent our staff is available, make personal visits to address specific issues
Audit	Amounts due in connection with any understated amount, plus interest, and expenses connected with the audit, which are currently about $500 - $1,000 and actual cost for hiring a certified public accountant if statements are not certified	On delivery of invoice	If any audit indicates an understatement of Royalty Fees or required local advertising expenditures, you must reimburse us this amount If the understatement is 2% or more, you must also reimburse us for the expenses connected with the audit and any required follow-up audit If you do not deliver to us an Annual Statement of Gross Sales and Operating Costs within 45 days after the end of a calendar year, you will pay us the costs to audit your Gross Sales for the calendar year
Interest on Late Payments	18% per annum, or maximum rate permitted by law	On demand	Imposed if any payment you owe us is overdue
Late Payment Fee	$50	On demand	Imposed if any payment you owe us is more than 10 days overdue
Liquidated Damages[6]	See Note 4	On termination of your Franchise Agreement	See Note 4
New Location Fee, if dislocated	All actual costs related to relocating, including our direct costs, which are currently about $5,000 - $7,500	On delivery of invoice	If you operate an in-line store or kiosk and become dislocated from the FAST-FIX Service Center before the expiration of the term and you satisfy certain conditions, we will assist you in locating a new site for your franchised business If you operate a Store-in-Store location and become dislocated before the expiration of the term, and if you satisfy certain conditions, we may,

Type of fee[1]	Amount	Due date	Remarks
			but are not required, to assist you in locating a new site for your franchised business You are responsible for all costs related to relocating, including our direct costs in approving a new location (such as site selection and/or negotiations, travel expenses, legal and accounting expenses and other out-of-pocket expenses)
Renovation, Remodeling or Replacement	All actual costs related to renovation, remodeling or replacement, which are currently about $30,000-$120,000	On delivery of invoice (before project start)	We or the Landlord may periodically require renovation, remodeling or replacement of your franchised business
Inspections and Correcting Deficiencies	$1,000 per day	On delivery of invoice	
Priority Security Interest	All filing fees and costs	On delivery of invoice	You must pay all filing fees and costs for perfecting our security interest
Reimbursement for our costs associated with removing or changing signs and colors of the FAST-FIX Service Center	All related expenses	On delivery of invoice	On termination or expiration of your Franchise Agreement, you must immediately make removals or changes in signs and colors of the FAST-FIX Service Center as we reasonably request so as to distinguish effectively the FAST-FIX Service Center from its former appearance and from other FAST-FIX businesses If you fail to make these changes, then we may enter on the FAST-FIX Service Center and make the changes at your expense, without being guilty of trespass or any other tort or criminal act
Legal fees associated with Franchisee's failure	Varies	On demand	If we must engage legal counsel or other professionals in connection with any failure by you to pay when due any monies owed under the

Type of fee[1]	Amount	Due date	Remarks
to pay monies due to us			Franchise Agreement or submit when due any reports, information or supporting records, or in connection with any failure otherwise to comply with the Franchise Agreement, you must reimburse us for all of the costs and expenses (listed in section 13 3 of Franchise Agreement) we incur, whether or not a legal action or other proceeding is initiated
In event of death or incapacity	Varies	Within 30 days of invoice	You must reimburse us, within 30 days of invoice, for any reasonable expenses we incur in connection with any assistance that we do not deem assistance provided under other provisions in the Franchise Agreement
Rent and additional charges due under Sublease[7] (Store-in-Store location only)	All amounts due under the Sublease (varies)	On the 1st day of each month	You must pay us rent and additional charges (such as common area maintenance charges, taxes, insurance, utilities, percentage rent, media charges, promotional charges, and HVAC charges) under a Sublease only for a Store-in-Store location
Reimbursement for our costs and expenses associated with reviewing your Lease and negotiating with your landlord	All expenses we incur	On written demand (within 5 days of receipt)	You must reimburse us for our reasonable expenses incurred in connection with our assistance in reviewing the Lease (including any renewal of the Lease) and negotiating with your landlord, on your prior written request
Insurance Premiums	Amount of unpaid premiums, plus administrative fee	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you
Reimbursement for our costs associated with confirming the occurrence of discovering a	All expenses we incur	On written demand (within 5 days of receipt)	If you sign a Sublease, you must pay us the amount of any expenses that we may incur in connection with curing any defaults by you

Type of fee[1]	Amount	Due date	Remarks
default has occurred, confirming a default has been satisfactorily cured, or to assist or supervise the curing of any default by Franchisee under Sublease			
POS System[8]	$87 to $130 support fee per month, $250 per day non-use penalty	On or before the 10th day of each month	The support fee is subject to adjustment periodically based on price increases and additional services provided

Explanatory Notes

1 All fees are imposed by and payable to us All fees are uniformly imposed and non-refundable We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer

2 The term "Gross Sales" means the entire amount of the sales price of all goods, wares, merchandise or services sold or rendered from your franchised business (including all precious metal sales to refiners), whether for cash, charge, credit card or time-sale basis, without reserve or deduction for inability or failure to collect, including all orders for goods or services, whether by mail, telephone, internet or otherwise, and whether the orders will be filled from the FAST-FIX Service Center or elsewhere, so long as you in the normal course of business would attribute the orders or sales to your franchised business The following are not included in Gross Sales

(a) the amount of refunds, allowances or discounts to customers, provided the same had been previously included in Gross Sales and provided further that if the refunds, allowances or discounts are in the form of credits to customers, the credits will be included in Gross Sales when used by the customers in the future, and

(b) the amount of any excise or sales tax levied on retail sales and payable over to the appropriate governmental authority (but only to the extent actually paid when due to the appropriate governmental authority), provided that specific record is made at the time of each sale which clearly indicates that the amount is expressly charged to the customer

3 FAST-FIX Service Centers operated in your area by us or our affiliates will participate in the advertising cooperative Each FAST-FIX Service Center operating in your area, including FAST-FIX Service Centers operated in your area by us or our affiliates, will have one vote

4 For each national convention, you must pay a registration fee, per person, and you must pay a hotel fee for 1 room during the convention dates If your accrued national convention fee deposits are not sufficient to cover the registration and hotel fees, we have the right to debit your bank account for the difference You will be responsible for your and your attendees' travel, hotel and incidental expenses that are not covered by the registration and hotel fees We anticipate the

registration fee to be about $400 per person, and the hotel fee to be about $400 for 1 room A national convention typically lasts 3 to 4 days

5 The national convention fee deposits will be applied to the national convention registration and hotel fees for the next national convention If your accrued national convention fee deposits are not sufficient to cover the registration and hotel fees for a national convention, we have the right to debit your bank account for the difference If you attend the full program of, and stay at the designated hotel of, the national convention, any remaining unused national convention fee deposits will roll over for the following national convention or, subject to our approval and in our business judgment, may be reimbursed or applied to other expenses associated with the national convention, including travel, additional hotel and incidental expenses If you fail to attend the full program of, or fail to stay at the designated hotel of, the national convention, any accrued national convention fee deposits will be forfeited to us on the closing date of the national convention If you are acquiring an existing FAST-FIX Service Center from a selling franchisee (transfer), we will transfer any of the selling franchisee's accrued national convention fee deposits as of the transfer closing date to your account The selling franchisee may negotiate with you that this amount be reimbursed by you to the selling franchisee at the closing as an adjustment to the sales price Any accrued national convention fee deposits will be forfeited on expiration, termination, or non-renewal of your Franchise Agreement, and/or the unauthorized closure of your FAST-FIX Service Center

6 If we terminate your Franchise Agreement for cause, you must pay us a lump-sum payment equal to the total of Royalty Fees and minimum required advertising expenditures for a period determined as follows

(a) if your franchised business has been in operation for 36 months or more at the time of default and more than 36 months remain in the term, the 36 calendar months of operation of your franchised business preceding your default,

(b) if your franchised business has been in operation for less than 36 months at the time of default, the period of time your franchised business has been in operation preceding your default, projected on a 36 calendar month basis, subject to our minimum annual royalty obligation noted above, or

(c) if your franchised business has been in operation for 36 months or more at the time of default and less than 36 months remain in the term, the period equal to the unexpired term at the time of your default using the greater of the monthly average royalty payment for the preceding 36 month period, or the minimum annual royalty rate

7 For a Store-in-Store location, the minimum rent per year based on total occupancy, including additional charges, is $18,000, plus overage rent (also called percentage rent) that is based on a stated percentage (generally 10%, more or less) of Gross Sales that are in excess of a stated minimum Gross Sales level

8 We anticipate the $87 support fee to increase by about $40 in mid-2019, to about $130 per month, because of the addition of new customer interaction and survey capabilities to the POS System The new customer interaction and survey capabilities included in the POS System will eliminate the need for a franchisee to pay for Podium survey capabilities provided by Google and Yelp, which cost about $150 per month

ITEM 7
ESTIMATED INITIAL INVESTMENT

Kiosk

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure [1]	**Amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Franchise Fee[2]	$35,000 - $40,000	Lump Sum	Before Opening your franchised business	Us
Kiosk[3]	$35,000 - $55,000	Lump Sum	Before Opening your franchised business	Suppliers
Inventory, Equipment and Trade Fixtures	$45,000 - $60,000	Lump Sum	Before Opening your franchised business	Suppliers
POS System[4]	$2,261 - $2,390	Lump Sum	Before Opening your franchised business / Monthly	Various
Initial Promotional and Advertising Expenses (including website program)	$5,000	Lump Sum	Before Opening your franchised business	Various
Initial Rent[5]	$9,000 - $18,000	Lump Sum	Before Opening your franchised business	Landlord
Security Deposit[6]	$0 - $25,000	Lump Sum	Before Opening your franchised business	Landlord
Utility Deposits	$350	Lump Sum	Before Opening your franchised business	Utility Companies and other Third Parties
Professional Fees, Licensing and Permitting[7]	$4,000 - $6,000	As Incurred	Before Opening your franchised business	Lawyers, Advisors, Government Agencies, and Us
Insurance	$350	Lump Sum	Monthly	Insurance Agent

Type of expenditure [1]	Amount	Method of payment	When due	To whom payment is to be made
Travel, Hotel and Incidental Expenses for Initial Training	$3,000	As Incurred	Various	Various
Additional Funds (3 Months)[8]	$15,000 - $25,000	As Incurred	As Incurred	Employees, Suppliers, and Utility Companies
Total	**$153,961 – $240,090[9]**			

Explanatory Notes

1 All fees are non-refundable after you accept the site for your franchised business and sign your Franchise Agreement We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer

2 We describe the Initial Franchise Fee in Item 5 The amount of the Initial Franchise Fee is $40,000, but if you open multiple FAST-FIX Service Centers, the Initial Franchise Fee will be reduced by $5,000 for each additional FAST-FIX Service Center The Initial Franchise Fee for a VetFran Participant is reduced by $20,000

3 The location of your franchised business is a kiosk in an enclosed shopping mall The estimated cost for the kiosk includes building permits, architectural fees, real estate brokerage fees, signage, licenses, freight, delivery, installation and related fees The actual costs for your kiosk will vary depending on numerous factors, including mall design criteria and materials, square footage, local code and ordinance requirements, and union labor assessments

4 This amount includes an estimated cost of $2,000 for the POS System and support fee payments of $87 to $130 per month for a 3-month period

5 This range represents estimated rent for a 3-month period based on total occupancy and includes additional charges such as common area maintenance fees It is your responsibility to identify a suitable site for the kiosk within the Territory, which we must approve We estimate that the site of the kiosk should occupy about 120 to 160 square feet of space Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas Kiosks can be located in strip shopping centers, free-standing units, other venues in downtown commercial areas and in residential areas with high street visibility, as well as in Non-Traditional Sites (defined in Item 12 below) We anticipate you will enter into a lease for the site of the FAST-FIX Service Center directly from the landlord

6 You may be required to pay your landlord a security deposit before your tenancy starts

7 This range includes an estimate of the expenses you will incur for an attorney and other advisors to do the following review and negotiate your Lease, prepare your organizational documents (if you are an entity), and to obtain business licenses and permits We recommend you use the

services of a real estate attorney to review your Lease You may also request our assistance in reviewing and negotiating your Lease This range also includes our expenses to review and negotiate your Lease (or Master Lease, if any) on your request

8 These represent an estimate of only the range of expenses net of revenue for your initial start-up phase, which is estimated to be three months from when you begin operating your franchised business The additional funds you will need to operate during this phase include payroll, rent, utilities, professional fees, supplies, and other costs These figures are estimates and we cannot guarantee that you will not incur additional expenses in starting your franchised business The actual amount of additional funds you will need during the initial phase of operating will depend on certain factors, including how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products, the prevailing wage rate, competition and the sales level achieved during the initial period

9 By providing these estimates of your costs, we are not making any representation that you will have any level of sales The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses The estimate of Additional Funds for three months shown on the table above is not an estimate of working capital that you will need, but relates only to certain (but not necessarily all) expenses for the six-month period The three-month time period is not a representation of, nor is intended to suggest, when you should expect to break even, if ever We relied on our more than 30 years of experience in the jewelry repair business to complete these estimates You should review these figures carefully with a business advisor before making any decision to purchase the Franchise

In-line store

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure [1]	**Amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Franchise Fee [2]	$35,000 - $40,000	Lump Sum	Before Opening your franchised business	Us
In-line store[3]	$95,000 - $168,000	Lump Sum	Before Opening your franchised business	Suppliers
Inventory, Equipment and Trade Fixtures[4]	$60,000 - $100,000	Lump Sum	Before Opening your franchised business	Suppliers
POS System	$2,261 - $2,390	Lump Sum	Before Opening your franchised business/ Monthly	Various
Initial Promotional and Advertising Expenses (including website program)	$6,000	Lump Sum	Before Opening your franchised business	Various

Type of expenditure [1]	Amount	Method of payment	When due	To whom payment is to be made
Initial Rent[5]	$18,000 - $39,000	Lump Sum	Before Opening your franchised business	Landlord
Security Deposit[6]	$0 - $25,000	Lump Sum	Before Opening your franchised business	Landlord
Utility Deposits	$350	Lump Sum	Before Opening your franchised business	Utility Companies and other Third Parties
Professional Fees, Licensing and Permitting[7]	$12,000 - $16,000	As Incurred	Before Opening your franchised business	Lawyers, Advisors, Government Agencies, and Us
Insurance	$350	Lump Sum	Monthly	Insurance Agent
Travel, Hotel and Incidental Expenses for Initial Training	$3,000	As Incurred	Various	Various
Additional Funds (3 Months)[8]	$25,000 - $35,000	As Incurred	As Incurred	Employees, Suppliers and Utility Companies
Total	**$256,961 – $435,090[9]**			

Explanatory Notes

1 All fees are non-refundable following your acceptance of the site for your franchised business and the signing of your Franchise Agreement

2 We describe the Initial Franchise Fee in Item 5 The Initial Franchise Fee is $40,000, but if you open multiple FAST-FIX Service Centers, the Initial Franchise Fee will be reduced by $5,000 for any additional FAST-FIX Service Center that you open For a VetFran Participant, the Initial Franchise Fee will be reduced by $20,000

3 The location of your franchised business is in an enclosed shopping mall, outlet mall or retail strip center The estimated cost for your FAST-FIX Service Center includes site costs, building permits, architectural fees, real estate brokerage fees, signage, licenses, freight, delivery, installation and related fees The actual costs of your FAST-FIX Service Center will vary depending on numerous factors, including mall and location design criteria and materials, square footage, local code and ordinance requirements, and union labor assessments

4 This amount includes an estimated cost of $2,000 for the POS System and support fee payments of $87 to $130 per month for a 3-month period

5 This range represents estimated rent for a 3-month period based on total occupancy and includes additional charges such as common area maintenance fees It is your responsibility to identify a suitable site for the In-line Store within the Territory, which we must approve We estimate that the site of the In-Line Store should occupy about 300 to 1,000 square feet of space It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the In-line Store already is constructed or could be constructed Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas In-line Stores can be located in strip shopping centers, free-standing units, other venues in downtown commercial areas and in residential areas with high street visibility, as well as in Non-Traditional Sites (defined in Item 12 below) We anticipate you will enter into a lease for the site of the FAST-FIX Service Center directly from the landlord

6 You may be required to pay your landlord a security deposit before your tenancy starts

7 This range includes an estimate of the expenses you will incur for an attorney and other advisors to do the following review and negotiate your Lease, prepare your organizational documents (if you are an entity), and to obtain business licenses and permits We recommend you use the services of a real estate attorney to review your Lease You may also request our assistance in reviewing and negotiating your Lease This range also includes our expenses to review and negotiate your Lease (or Master Lease, if any) on your request

8 These represent an estimate of only the range of expenses net of revenue for your initial start-up phase, which is estimated to be three months from when you begin operating your franchised business The additional funds you will need to operate during this phase include payroll, rent, utilities, professional fees, supplies, and other costs These figures are estimates and we cannot guarantee that you will not incur additional expenses in starting your franchised business The actual amount of additional funds you will need during the initial phase of operating will depend on certain factors, including how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products, the prevailing wage rate, competition and the sales level achieved during the initial period

9 By providing these estimates of your costs, we are not making any representation that you will have any level of sales The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses The estimate of Additional Funds for three months shown on the table above is not an estimate of working capital that you will need, but relates only to certain (but not necessarily all) expenses for the six-month period The three-month time period is not a representation of, nor is intended to suggest, when you should expect to break even, if ever We relied on our more than 30 years of experience in the jewelry repair business to complete these estimates You should review these figures carefully with a business advisor before making any decision to purchase the Franchise

Store-in-Store – Walmart

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure [1]	**Amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Franchise Fee[2]	$35,000 - $40,000	Lump Sum	Before Opening your franchised business	Us
In-Store Space[3]	$41,000 - $67,000	Lump Sum	Before Opening your franchised business	Suppliers
Inventory, Equipment and Trade Fixtures	$20,000 - $30,000	Lump Sum	Before Opening your franchised business	Suppliers
POS System[4]	$2,261 - $2,390	Lump Sum	Before Opening your franchised business / Monthly	Various
Initial Promotional and Advertising Expenses (including website program)	$3,000	Lump Sum	Before Opening your franchised business	Various
Initial Rent[5]	$5,000 - $10,000	Lump Sum	Before Opening your franchised business	Landlord
Security Deposit[6]	$0 - $15,000	Lump Sum	Before Opening your franchised business	Landlord
Utility Deposits	$350	Lump Sum	Before Opening your franchised business	Utility Companies and other Third Parties
Professional Fees, Licensing and Permitting[7]	$23,000 - $25,000	As Incurred	Before Opening your franchised business	Lawyers, Advisors, Government Agencies, and Us
Insurance	$350	Lump Sum	Monthly	Insurance Agent
Travel, Hotel and Incidental Expenses for Initial Training	$3,000	As Incurred	Various	Various

Type of expenditure [1]	Amount	Method of payment	When due	To whom payment is to be made
Additional Funds (3 Months)[8]	$5,000 - $15,000	As Incurred	As Incurred	Employees, Suppliers, and Utility Companies
Total	**$137,961 - $211,090**			

Explanatory Notes

1 If the Franchise Agreement is not renewed after the initial 3-year term solely as a result of either (i) the closing of the Walmart store or (ii) the termination of the Master Lease or Sublease, we will refund two-thirds of the Initial Franchise Fee to you If the Franchise Agreement is not renewed after the first renewal term, we will refund one-third of the Initial Franchise Fee to you We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer

2 We describe the Initial Franchise Fee in Item 5 The amount of the Initial Franchise Fee is $40,000, but if you open multiple FAST-FIX Service Centers, the Initial Franchise Fee will be reduced by $5,000 for each additional FAST-FIX Service Center The Initial Franchise Fee for a VetFran Participant is reduced by $20,000

3 The location of your franchised business is set forth in a Walmart store The estimated cost for your Walmart Store-in-Store FAST-FIX Service Center includes site costs, building permits, architectural fees, real estate brokerage fees, signage, licenses, freight, delivery, installation and related fees The actual costs of your FAST-FIX Service Center will vary depending on numerous factors, including store and location design criteria and materials, square footage, local code and ordinance requirements, and union labor assessments

4 This amount includes an estimated cost of $2,000 for the POS System and support fee payments of $87 to $130 per month for a 3-month period

5 This range represents estimated rent for a 3-month period based on total occupancy and includes additional charges such as common area maintenance fees It is your responsibility to identify a suitable site within the Territory, subject to the current list of available Walmart locations and our prior written approval We estimate that the site of a Walmart Store-in-Store should occupy about 200 to 600 square feet of space Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas You will enter into a Sublease for the site of the FAST-FIX Service Center directly from us Your Sublease will include the same rate and term as the Master Lease Therefore, the term, payment time period, and duration of your Sublease will coincide with the term, payment time period, and duration of the Master Lease

6 You may be required to pay Walmart a security deposit before your tenancy starts

7 This range includes an estimate of the expenses you will incur for an attorney and other advisors to do the following review and negotiate your Sublease, prepare your organizational documents (if you are an entity), and to obtain business licenses and permits We recommend you use the

services of a real estate attorney to review your Sublease This range also includes our expenses to review and negotiate the Master Lease

8 These represent an estimate of only the range of expenses net of revenue for your initial start-up phase, which is estimated to be three months from when you begin operating your franchised business The additional funds you will need to operate during this phase include payroll, rent, utilities, professional fees, supplies, and other costs These figures are estimates and we cannot guarantee that you will not incur additional expenses in starting your franchised business The actual amount of additional funds you will need during the initial phase of operating will depend on certain factors, including how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products, the prevailing wage rate, competition and the sales level achieved during the initial period

9 By providing these estimates of your costs, we are not making any representation that you will have any level of sales The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses The estimate of Additional Funds for three months shown on the table above is not an estimate of working capital that you will need, but relates only to certain (but not necessarily all) expenses for the six-month period The three-month time period is not a representation of, nor is intended to suggest, when you should expect to break even, if ever We relied on our more than 30 years of experience in the jewelry repair business to complete these estimates You should review these figures carefully with a business advisor before making any decision to purchase the Franchise

Store-in-Store – Meijer

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure [1]	**Amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Franchise Fee[2]	$35,000 - $40,000	Lump Sum	Before Opening your franchised business	Us
In-Store Space[3]	$20,000 - $40,000	Lump Sum	Before Opening your franchised business	Suppliers
Inventory, Equipment and Trade Fixtures	$20,000 - $30,000	Lump Sum	Before Opening your franchised business	Suppliers
POS System[4]	$2,261 -$2,390	Lump Sum	Before Opening your franchised business / Monthly	Various
Initial Promotional and Advertising Expenses (including website program)	$3,000	Lump Sum	Before Opening your franchised business	Various

Type of expenditure [1]	Amount	Method of payment	When due	To whom payment is to be made
Initial Rent[5]	$5,000 - $10,000	Lump Sum	Before Opening your franchised business	Landlord
Security Deposit[6]	$0 - $15,000	Lump Sum	Before Opening your franchised business	Landlord
Utility Deposits	$350	Lump Sum	Before Opening your franchised business	Utility Companies and other Third Parties
Professional Fees, Licensing and Permitting[7]	$4,000 - $6,000	As Incurred	Before Opening your franchised business	Lawyers, Advisors, Government Agencies, and Us
Insurance	$350	Lump Sum	Monthly	Insurance Agent
Travel, Hotel and Incidental Expenses for Initial Training	$3,000	As Incurred	Various	Various
Additional Funds (3 Months)[8]	$5,000 - $15,000	As Incurred	As Incurred	Employees, Suppliers, and Utility Companies
Total	**$97,961 - $164,961[9]**			

Explanatory Notes

1 All fees are non-refundable after you accept the site for your franchised business and sign your Franchise Agreement We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer

2 We describe the Initial Franchise Fee in Item 5 The amount of the Initial Franchise Fee is $40,000, but if you open multiple FAST-FIX Service Centers, the Initial Franchise Fee will be reduced by $5,000 for each additional FAST-FIX Service Center The Initial Franchise Fee for a VetFran Participant is reduced by $20,000

3 The location of your franchised business is set forth in a Meijer store The estimated cost for your Meijer Store-in-Store FAST-FIX Service Center includes site costs, building permits, architectural fees, real estate brokerage fees, signage, licenses, freight, delivery, installation and related fees The actual costs of your FAST-FIX Service Center will vary depending on numerous factors, including store and location design criteria and materials, square footage, local code and ordinance requirements, and union labor assessments

4 This amount includes an estimated cost of $2,000 for the POS System and support fee payments of $87 to $130 per month for a 3-month period

5 This range represents estimated rent for a 3-month period based on total occupancy and includes additional charges such as common area maintenance fees It is your responsibility to identify a suitable site within the Territory, subject to the current list of available Meijer locations and our prior written approval We estimate that the site of a Meijer Store-in-Store should occupy about 200 to 600 square feet of space Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas You will enter into a Sublease for the site of the FAST-FIX Service Center directly from us Your Sublease will include the same rate and term as the Master Lease Therefore, the term, payment time period, and duration of your Sublease will coincide with the term, payment time period, and duration of the Master Lease

6 You may be required to pay Meijer a security deposit before your tenancy starts

7 This range includes an estimate of the expenses you will incur for an attorney and other advisors to do the following review and negotiate your Sublease, prepare your organizational documents (if you are an entity), and to obtain business licenses and permits We recommend you use the services of a real estate attorney to review your Sublease This range also includes our expenses to review and negotiate the Master Lease

8 These represent an estimate of only the range of expenses net of revenue for your initial start-up phase, which is estimated to be three months from when you begin operating your franchised business The additional funds you will need to operate during this phase include payroll, rent, utilities, professional fees, supplies, and other costs These figures are estimates and we cannot guarantee that you will not incur additional expenses in starting your franchised business The actual amount of additional funds you will need during the initial phase of operating will depend on certain factors, including how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products, the prevailing wage rate, competition and the sales level achieved during the initial period

9 By providing these estimates of your costs, we are not making any representation that you will have any level of sales The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses The estimate of Additional Funds for three months shown on the table above is not an estimate of working capital that you will need, but relates only to certain (but not necessarily all) expenses for the six-month period The three-month time period is not a representation of, nor is intended to suggest, when you should expect to break even, if ever We relied on our more than 30 years of experience in the

jewelry repair business to complete these estimates You should review these figures carefully with a business advisor before making any decision to purchase the Franchise

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To enhance the dissemination, recognition and acceptability of the System and the quality standards and goodwill represented by them and of our Franchisees' operations, as well as to assist you in obtaining business, you must purchase or lease the goods, services, supplies, fixtures, equipment, computer hardware and software, stationery, business cards, advertising materials, uniforms and inventory, and any other products and services used to establish and operate a FAST-FIX Service Center that meet our minimum standards and specifications or are from suppliers we approve, which may be us or our affiliates We will notify you in our Brand Standards Manual or other communications (via electronic means or otherwise) of our standards and specifications for the System and/or names of approved suppliers

We currently do not directly or indirectly require you to purchase any products, supplies or services of any character from us or our affiliates, although we reserve the right to do so in the future Neither we nor any of our affiliates are currently the only approved suppliers for any of the products or services that you must use in operating your franchised business We have the absolute right to limit the suppliers with whom you may deal We have the right to revoke authorization of a supplier at any time in writing None of our officers currently owns an interest in a designated supplier to the franchise network

There currently are no purchasing or distribution cooperatives We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the Fast-Fix System We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers

You must participate in our in-store marketing, which provides you with advertising and promotional materials at our cost and promotes brand consistency at point of purchase All advertising materials (print, media or web-based) must be pre-approved in advance by us You must send a proposed copy of all advertising materials to us at least 15 days before you use them If you do not receive written approval or disapproval within 10 days from our receipt of complete advertising materials, they are deemed approved You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved

Your stationery and business cards must include our logo, your name, address and telephone number, the line "Franchisee of Jewelry Repair Enterprises, Inc " and either of the lines "Each Fast-Fix Jewelry and Watch Repairs location is Independently Owned and Operated," or "Independently Owned and Operated By (Your Name)," all in formats we specify For your convenience, we will furnish you samples or mats of our logo for this purpose, as well as for use in your local advertising

We may negotiate with suppliers and manufacturers to receive rebates on certain items Franchisees must purchase The rebate programs vary depending on the supplier and the nature of the product or service Not every supplier pays rebates to us In 2018, 5 suppliers paid us rebates These rebates amounted to $93,871, which was about 1 98% of our total revenue of $4,743,771 We used these rebates to support the in-store marketing program described under "Advertising" in Item 11

If you are an existing franchisee that has a Sublease with us, you must secure a new Lease directly with the Landlord on expiration or termination of the Sublease

Franchisor Grants and Revokes Approval of Suppliers

If you desire to purchase services, equipment, supplies or inventory from reputable, dependable sources other than our designated or approved suppliers, you must submit to us a request for approval, or request the supplier itself to do so We may grant or withhold approval in our sole judgment As a condition of our approval, we may require that you promptly satisfy the following conditions

(A) if requested, you provide a Dun and Bradstreet financial and business report (or similar report) covering the proposed supplier,

(B) you cause the proposed supplier to satisfactorily complete any specification verification and testing we deem necessary, including causing the proposed supplier to deliver samples to our principal offices or to a designated independent testing laboratory for testing, and

(C) you pay us a charge not to exceed our actual cost of testing

We will not unreasonably withhold the approval of suppliers as long as the products or services conform to our appearance, quality and uniformity standards and other specifications If you do not receive written approval or disapproval within 30 days after we receive the materials, they are deemed to be disapproved If we determine that the products or services of a supplier no longer conform to our appearance, quality and uniformity standards or other specifications, we may immediately revoke the supplier's approval or, before we revoke our approval, we may advise the supplier in writing of the deficiency and give the supplier a reasonable time to cure the deficiency

Insurance

In addition to the purchases described above, you must maintain insurance in effect in the types and limits we or your landlord may prescribe, including the following comprehensive liability insurance coverage, motor vehicle coverage, worker's compensation, builders' and/or contractor's insurance, fire and extended coverage, vandalism, malicious mischief and special extended coverage, business interruption, and jeweler's block We also strongly recommend employment practices liability insurance, which provides protection against employee lawsuits and will reimburse you against the costs of defending a lawsuit in court and for judgments and settlements The cost of these coverages will vary depending on the insurance carrier's charges, terms of payment and your history

To the extent legally permissible, all insurance policies must name us (and, if we require you to sign a Sublease, the Landlord under the Master Lease) as additional insured and loss payee We will require you to furnish proof of insurance in a timely manner, including providing us with certificates of insurance, a copy of a cleared check, and a paid receipt showing the certificate number or other showing the insurance is in full force and effect

Revenue or Benefits from Your Required Purchases

In 2018, we received no revenue from required purchases or leases from us by our franchisees, other than the rebates described above

We estimate that the following purchases and leases of products and services will represent the following percentages of your total purchases and leases of products and services to establish and operate your franchise business

	% of Total to Establish	% of Total to Operate
Purchases/leases from us (excluding initial franchise fee)	0% to 5%	0% to 5%
Purchases/leases from approved suppliers	15% to 25%	15% to 25%

Purchases/leases under our specifications	70% to 85%	70% to 85%

At this time, we have no purchasing or distribution cooperatives In the future, however, we may establish cooperatives and require you to participate in them

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under your Franchise Agreement and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

FRANCHISEE'S OBLIGATIONS			
	Obligation	**Section in Agreement**	**Disclosure document item**
a	Site selection and acquisition/lease	Sections 3 1 and 7 1 of Franchise Agreement	Items 7 and 11
b	Pre-opening purchases/leases	Sections 3 1, 3 4, 4 1, 7 1, 7 2, 7 5, 7 9 and 7 12 of Franchise Agreement	Item 8
c	Site development and other pre-opening requirements	Section 7 1, 7 2, 7 3, 7 5, 7 9 and 7 12 of Franchise Agreement	Items 6, 7 and 11
d	Initial and ongoing training	Sections 3 5 and 3 9 of Franchise Agreement	Item 11
e	Opening	Section 7 3 of Franchise Agreement	Item 11
f	Fees	Sections 2 5, 3 2, 3 7, 3 8, 3 9, 4 1, 4 2, 4 3, 4 7, 4 10, 7 1, 7 2, 7 9, 8 1, 10 9, 11 5, 13 3, 13 4, 14, and 15 17 of Franchise Agreement Sections 3, 4, 6, 7, 11, 12, and 16 of Sublease	Items 5, 6, 8, 7, 11, and 17
g	Compliance with standards and policies/operating manual	Section 6 1 and Articles 7 and 8 of Franchise Agreement Section 8 of Sublease	Items 8 and 11
h	Trademarks and proprietary information	Article 6 and Sections 4 3, 7 4, and 12 3 of Franchise Agreement	Items 11, 13 and 14
I	Restrictions on products/services offered	Sections 7 5 - 7 9 and 7 11 of Franchise Agreement Section 8 of Sublease	Item 16
J	Warranty and customer service requirements	Section 4 8 and 7 14 of Franchise Agreement	Not Applicable
k	Territorial development and sales quotas	Not Applicable	Not Applicable
l	On-going product/service purchases	Sections 7 8 and 7 9 of Franchise Agreement	Item 8

FRANCHISEE'S OBLIGATIONS		
Obligation	**Section in Agreement**	**Disclosure document item**
m Maintenance, appearance and remodeling requirements	Sections 7 1, 7 2, 7 3, 7 4, 7 5, 7 6, 7 7, 7 8, 7 11, and 7 12 of Franchise Agreement	Item 11
n Insurance	Sections 11 1 - 11 4 of Franchise Agreement Section 6 of Sublease	Items 7 and 8
o Advertising	Sections 4 3, 7 4, 7 6, 7 9 and 7 11 of Franchise Agreement	Items 6, 7, 8 and 11
p Indemnification	Sections 6 4 and 11 5 of Franchise Agreement Section 11 of Sublease	Item 6
q Owner's participation/ management/staffing	Section 7 8 of Franchise Agreement	Items 11 and 15
r Records and reports	Sections 4 5 and 4 9 of Franchise Agreement	Not Applicable
s Inspections and audits	Sections 4 5, 4 9, 4 10, 7 2 and 7 10 of Franchise Agreement Section 12 of Sublease	Item 6
t Transfer	Article 10 of Franchise Agreement Section 10 of Sublease	Item 17
u Renewal	Sections 2 5, 2 6 and 2 7 of Franchise Agreement Sections 2 and 9 of Sublease	Item 17
v Post-termination obligations	Sections 7 12, 7 14, and 12 3 of Franchise Agreement Sections 13 and 14 of Sublease	Item 17
w Non-competition covenants	Sections 8 4, 8 5, and 8 8 of Franchise Agreement	Item 17
x Dispute resolution	Article 13 of Franchise Agreement Section 22 a of Sublease	Item 17
y Other - Guaranty	Section 7 8 of Franchise Agreement	Item 15
z Other - Attire	Section 7 7 of Franchise Agreement	Item 8

ITEM 10
FINANCING

Neither we nor any affiliate offers direct or indirect financing Except as described below, we do not guarantee your note, lease or obligation

On December 31, 2018, we had guarantees on certain leases We have no intent to guarantee any additional leases

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance

Before the Opening of Your Franchised Business

We will do all of the following to assist you before the opening of your franchised business

- Site Selection Assistance We will provide our site selection criteria Generally, we consider the following factors in accepting a location demographic characteristics, traffic patterns, parking, character of neighborhood, competition from, proximity to, and nature of other businesses, size, appearance, other physical and commercial characteristics, and lease terms You must secure your site, negotiate and enter into a Lease for your site, subject to our prior written approval We will approve or disapprove the Lease within 20 business days after we receive it If we do not communicate our approval or disapproval to you in that time, the Lease is not approved If you do not select a site for the FAST-FIX Service Center and obtain our prior written approval within 60 days of the effective date of your Franchise Agreement (the "Effective Date"), then we may terminate the Franchise Agreement and retain the Initial Franchise Fee (Franchise Agreement, Sections 3 1 and 7 1)

- Lease Negotiation On your request, we will help review and negotiate the Lease with your landlord If we require you to enter into a Sublease, we will review and negotiate the Master Lease (Franchise Agreement, Sections 4 1(c) and 7 1)

- Provide Specifications for Franchised Business We will specify initial equipment, trade fixtures, inventory, and computer system for point of sale and inventory management necessary to establish your franchised business (Franchise Agreement, Section 3 4)

- Provide Initial Specifications and Plans We will provide you our initial standard specifications and plans for the building, equipment, furnishings, decor, layout and signs identified with your franchised business We base these plans and specifications on our years of experience in the jewelry repair industry (Franchise Agreement, Section 3 4) You will, at your own expense, tailor the plans and specifications provided by us for your individual use and will then submit the customized plans and specifications to us for written approval You pay for the build out of your franchised business and all other costs of compliance and permits (Franchise Agreement, Section 7 2)

- Provide Basic Training Program To educate your staff and you in our operational requirements and to ensure uniformity of operation by all Franchisees, we will provide you initial training at our corporate training facility (or other location designated by us) as well as pre and post training at your FAST-FIX Service Center (Franchise Agreement, Section 3 5)

- Brand Standards Manual We will provide you access to an on-line copy of our confidential and proprietary Brand Standards Manual (currently what would be about 286 paper pages) The Brand Standards Manual contains detailed information, forms and systems pertaining to the operation of your

franchised business The table of contents of our Brand Standards Manual is attached as Exhibit C to this disclosure document

- Coordinate Grand Opening Promotion We will assist in the coordination of the grand opening promotion (Franchise Agreement, Section 3 6)

After the Opening of Your Franchised Business

Once your franchised business is operational, we may provide the following assistance and support, but we have no obligation to do so

- Developments We will provide you with special sales and repair techniques, merchandising, marketing and advertising research data and advice, and other operational items as we may develop and deem helpful in the operation of your franchised business (Franchise Agreement, Section 3 8)

- Routine Assistance Consultation and advice by our staff regarding routine operating matters, either by personal visit, telephone, mail or otherwise, as you may reasonably request (Franchise Agreement, Section 3 8)

- Special Assistance In appropriate situations of necessity and within the limits of availability of our staff, our personnel will visit your franchised business and provide assistance (Franchise Agreement, Section 3 8)

- Additional Training We may hold periodic conferences to discuss sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures to improve and develop your franchised business If conferences are held, we do not currently charge a fee, but you must pay all your travel, hotel and incidental expenses related to your attendance at the conference We do, however, reserve the right to charge a fee for the conference at our discretion These conferences will be held at a location chosen by us Attendance is mandatory (Franchise Agreement Section 3 9)

Relocation Advice

If you operate an in-line store or kiosk location and become dislocated from your franchised business before the expiration of the term and you satisfy certain conditions, on your request, we will provide you with assistance and advice regarding relocation of your franchised business You must pay our direct costs for this assistance However, if (i) you operate a Store-in-Store location or (ii) there are less than two years remaining in the term of your Franchise Agreement, we have the option, but not the obligation, to assist you in locating a new site for your franchised business (Franchise Agreement, Section 3 2)

Advertising

Each month, you must spend at least 2% of your monthly Gross Sales on local advertising within your local market area to promote your franchised business If your required amount of local advertising expenditures made during a year is greater than your actual amount of local advertising expenditures, we will send you an invoice and you must pay us the difference, which we will use for marketing at our discretion You may acquire and develop local advertising materials through any source, but we must approve in advance all advertising materials (print, media or web-based) You must send a proposed copy of all advertising materials to us at least 15 days before you use them If you do not receive written approval or disapproval within 10 days from our receipt of complete advertising materials, they are deemed approved (Franchise Agreement, Section 4 3)

You may not use electronic media to advertise your franchised business, including the internet and a worldwide web page, without first obtaining our written consent and your compliance with any conditions and restrictions we wish to impose We must first approve all use of any electronic media (including internet) postings, including advertisements and/or promotions You may not promote or sell any products or services, or make any use of the Marks, through the internet without our prior written approval, which we do not have to provide As a condition of granting any consent, we will have the right to establish any requirement we deem appropriate, including a requirement that your only presence on the internet will be through one or more web pages that we establish on our website We have the right to establish an intranet site or other electronic system providing private and secure communications between us, our Franchisees and other persons and entities that we deem appropriate If we require, you must establish and maintain access to the internet in the manner we designate We may periodically establish policies concerning your use of the internet You are strictly prohibited from promoting your outlet on any social or networking site, including Facebook®, LinkedIn®, Yelp®, Groupon®, Living Social®, Twitter® or any similar site, without complying with our use policies, if we consent to use We may withhold our consent to use for any reason (Franchise Agreement, Section 6 6)

We have an in-store marketing program (ISM) that promotes seasonal, holiday or promotional themes and includes videos, coupons, posters, signage, decor items, visuals, and other point of purchase and display materials, as well as our website program All promotional products are provided through third party vendors (via electronic means or otherwise) and are sold to you at cost (currently $150 per month for a kiosk or Store-in-Store, including Walmart or Mejier, or $175 per month for an in-line store) The program is mandatory (Franchise Agreement, Section 4 3)

If an association of Franchisees is established by us or a Franchisee in a geographic area in which a Franchisee's FAST-FIX Service Center is located (the "Co-op"), we may require that Franchisee to join and actively participate in it Our company-owned locations will participate in any Co-op These Co-op's carry out programs to advertise and market cooperative FAST-FIX Service Centers Franchisees and company-owned FAST-FIX Service Centers located in the designated geographic areas must contribute to the Co-op, amounts as are determined from time to time by the Co–op We will not set the amount of those contributions and there is no limit If a Franchisee participates in a Co-op, the Franchisee's local advertising requirement will be reduced by the amount contributed to the Co–op, up to the amount of the local advertising requirement Cooperatives will be comprised of all franchised and company-owned FAST-FIX Service Centers located in the designated geographic areas Each FAST-FIX Service Center operating in the advertising coverage area will have one vote with respect to operating and decision making powers to conduct cooperative business Co-op members participate in the cooperative business according to the rules and procedures established by each Co-op We cannot change or dissolve the local Co-ops established by Franchisees Each Franchisee Co-op is independently audited annually, and its financial statements are available for review The Franchisee Co-op's may audit their fund and prepare financial statements, which are available for review, however, requirements vary among the Franchisee Co-op's The cooperative advertising and marketing funds are intended for uses and allocated in varying percentages designated by each Co-op, including production, media placement, and administrative expenses

Recognizing the value of advertising and marketing to the goodwill and public image of FAST-FIX Service Centers, we reserve the right to establish and administer an advertising fund for the advertising, marketing, and public relations programs and materials we deem appropriate and which will be contributed into only by our Franchisees We currently have not established a national advertising fund

If we establish a national advertising fund, you must contribute to the national advertising fund in the amounts that we periodically require, not to exceed 2% of Gross Sales However, if we establish a national advertising fund, your requirement to spend at least 2% of your monthly Gross Sales on local advertising will be reduced to a requirement to spend at least 1% of monthly Gross Sales on local advertising while you are contributing to the national advertising fund FAST-FIX Service Centers that we or our affiliates operate will contribute to the national advertising fund When we establish the advertising fund, on your written request, we will send you a copy of a statement detailing the advertising fund income and expenses for the prior fiscal year (Franchise Agreement, Section 4 3)

Our website program includes a uniform and official website for current and potential customers and employees to be introduced to our nationwide brand and easy access to our individual franchises for menu and product offerings, locations, service specialties, and contact information We require all Franchisees to participate in the program to link their standardized individual websites to our website Any websites maintained by Franchisees must conform to our policies and be ADA-compliant To provide a consistent design format, we use an outside website design vendor to manage the design and hosting of our website as well as ancillary store websites The program is included at cost within your initial promotional and advertising expenses (see Item 7 of this disclosure document) (Franchise Agreement, Section 4 3)

We have a franchise owner advisory council (FAC), currently comprised of 6 members, that advises us on advertising practices The FAC serves only in an advisory capacity and does not have any operational or decision-making power The members are elected by the franchisees in their geographic regions, and include a chairman who communicates directly with us We have the ability to form, change, or dissolve the FAC

Training

Our initial training program will train you in all of the elements involved in the operation of a jewelry repair and retail sales business within our System (particularly, the distinctive format and mode of operation encompassed by your franchised business) There are no regularly scheduled initial training sessions We train as often as there are 1 or more Franchisees in need of attending the training program Either you or your pre-approved alternate person must complete our Training Program to our satisfaction The initial training program is conducted at our home office in Boca Raton, FL (or other location designated by us), 4-6 weeks before opening, and includes applied and classroom instruction as well as pre and post training at your FAST-FIX Service Center Our costs to conduct the initial training program are covered by your Initial Franchise Fee, but you must pay your and your attendees' travel, hotel and incidental expenses associated with attending The initial training program is conducted in English only (Franchise Agreement, Section 3 5) Training materials include the Brand Standards Manual, and are available on our intranet site

The initial training program is conducted by our team of instructors, who currently have up to 9 years of experience with us, and 21 to 27 years of experience in the retail industry

INITIAL TRAINING PROGRAM[1]

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Overview History Traditions Values Image	3 Hours	0	Boca Raton, FL and/or FAST-FIX Service Center
Technical Equipment Inventory Tools Supplies	2 Hours	6 Hours	Boca Raton, FL and/or FAST-FIX Service Center
Appearance Housekeeping Displays Merchandising	1 Hours	3 Hours	Boca Raton, FL and/or FAST-FIX Service Center
Workflow Scheduling Staffing Intake Handling Forms	3 Hours	4 Hours	Boca Raton, FL and/or FAST-FIX Service Center
POS Operation SP Orders Service Codes Pay Methods Voids Deposits	4 Hours	4 Hours	Boca Raton, FL and/or FAST-FIX Service Center
Customer Service Policies Contact Delivery Discounts Problems	3 Hours	4 Hours	Boca Raton, FL and/or FAST-FIX Service Center
Selling Selling Up SPIFF's Warranties Pricing	3 Hours	4 Hours	Boca Raton, FL and/or FAST-FIX Service Center

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Staffing Positions Employment Interviewing Performance Pay Periods Testing Standards	2 Hours	3 Hours	Boca Raton, FL and/or FAST-FIX Service Center
General Business Goals Records Controls Policies Merchandising Relationships Ordering Reporting	3 Hours	2 Hours	Boca Raton, FL and/or FAST-FIX Service Center
TOTAL HOURS	**24 HOURS**	**30 HOURS**	

[1] Depending on your experience level and learning pace, the presentation order and time spent on each subject may be revised to best suit you and your attendees, and to ensure smooth course presentation flow

We may organize annual 1-day regional meetings of Franchisees in your geographic area to review operations and advise Franchisees of current developments You must attend these regional meetings, and you are responsible for your travel, hotel and incidental expenses associated with attending We do not charge a fee for these regional meetings

We may organize national conventions for franchisees National conventions may occur about every 10 to 18 months You and/or your designated personnel must attend the full program of, and must stay at the designated hotel of, each national convention For each national convention, you must pay a registration fee, per person, and you must pay a hotel fee for 1 room during the convention dates If your accrued national convention fee deposits are not sufficient to cover the registration and hotel fees, we have the right to debit your bank account for the difference You will be responsible for your travel, hotel and incidental expenses that are not covered by the registration and hotel fees For each national convention, we anticipate the registration fee to be $400 per person, and the hotel fee to be $400 for 1 room A national convention typically lasts 3 to 4 days If you attend the full program of, and stay at the designated hotel of, the national convention, any remaining unused national convention fee deposits will roll over for the following national convention or, subject to our approval and in our business judgment, may be reimbursed or applied to other expenses associated with the national convention, including travel, additional hotel and incidental expenses If you fail to attend the full program of, or fail to stay at the designated hotel of, the national convention, any accrued national convention fee deposits will be forfeited to us on the closing date of the national convention If you are acquiring an existing FAST-FIX Service Center from a selling franchisee (transfer), we will transfer any of the selling franchisee's accrued national convention fee deposits as of the transfer closing date to your account The selling franchisee may negotiate with you that this amount be reimbursed by you to the selling franchisee at the closing as an adjustment to the sales price Any accrued national convention fee deposits will be forfeited on expiration, termination, or non-renewal of your Franchise Agreement, and/or the unauthorized closure of your FAST-FIX Service Center

POS System

You must procure and install at the FAST-FIX Service Center a POS System, as designated by us, which may include the combination of any of the following, approved computer system, cash register, point-of-sale terminals, touch screens, bar-code scanners, receipt printers, credit card processing equipment, and other computer hardware, software and peripherals and related services The various items constituting the POS System must be purchased from our designated suppliers The POS System is part of your initial investment and you must use it in the operation of your franchised business as intended The POS System costs about $2,000 The POS System requires a dedicated internet connection which must stay operational at all times during the entire franchise term The POS System will be used to maintain and collect all customer and sales information for our franchise reporting and marketing requirements We reserve the right to receive and engage in independent access to information concerning your franchised business through the POS System at any time, without first notifying you (Franchise Agreement, Sections 3 4 and 7 12) We have the right to use the information accessed on the POS System in any manner we determine, including the right to use any and all information in our Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees At our request, you must provide us with any assistance required to bring the POS System on-line with our computer (Franchise Agreement, Section 7 12)

To maintain current company standards and compatibility, we may require you to upgrade or update the POS System and/or its software at your expense There is no contractual limit on our ability to require you to change the providers or specifications of the POS System, upgrade the POS System, add components to the POS System or replace components of the POS System Except for the support fee

described below, there are no known costs of any required maintenance, updates, upgrades or support contracts

As of the date of this disclosure document, the support fee for the POS System was $87 per month, plus an additional $40 per month for each additional POS station, payable to us This support fee is subject to adjustment periodically based on price increases and additional services provided We anticipate the $87 support fee to increase by about $40 in mid-2019, to about $130 per month, because of the addition of new customer interaction and survey capabilities to the POS System The new customer interaction and survey capabilities included in the POS System will eliminate the need for a franchisee to pay for Podium survey capabilities provided by Google and Yelp, which cost about $150 per month We remit the support fee to the POS System supplier on your behalf While not required, we estimate the annual cost of any optional maintenance, updates, upgrading or support contracts, will range from $0 to $360 per year On the expiration or termination of your Franchise Agreement, you must return in good condition all software, disks, tapes and other magnetic storage media we provided (if any) You must also delete all software and applications relating to the foregoing from all memory and storage

If you fail to use the POS System that we specify, we may require you to pay us, on demand, a non-refundable penalty of $250 per day of non-use

Site Selection and Lease Terms

You must sign a Lease directly with the landlord within 120 days following the Effective Date

Time to Opening

You will typically open your FAST-FIX Service Center within 180 days of signing your Franchise Agreement The factors that affect this time are the ability to obtain a lease, financing, building permits, zoning and local ordinances, weather, shortages, and delayed installation of equipment fixtures and signs

ITEM 12
TERRITORY

During the term of your Franchise Agreement you will operate your FAST-FIX Service Center as a kiosk, as an in-line store, or as a Store-in-Store location within a larger retail store, such as a Walmart or Meijer store, that we must first approve Your Franchise Agreement will designate the territory for your FAST-FIX Service Center (the "Territory")

We and our affiliates retain certain rights as described below in this Item Therefore, you will not receive an exclusive territory You may face competition from other FAST-FIX Service Center franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control

Except as limited below, as long as you are in full compliance with your Franchise Agreement, we and our affiliates will not operate or grant a franchise for the operation of a FAST-FIX Service Center in the Territory during the term of your Franchise Agreement Otherwise, we and our affiliates retain all rights with respect to FAST-FIX Service Centers, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to

(1) the right to establish and operate similar businesses or other businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate,

(2) the right to provide, offer and sell and to grant others the right to provide, offer and sell products and services that are identical or similar to and/or competitive with those products and services provided at FAST-FIX Service Centers, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including the internet or similar electronic media, or any other form of electronic commerce) both inside and outside the Territory and on any terms and conditions we deem appropriate,

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate,

(4) the right to operate, and to grant others the right to operate FAST-FIX Service Centers located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the FAST-FIX Service Center,

(5) the right to operate and grant others the right to operate FAST-FIX Service Centers at "Non-Traditional Sites" within and outside the Territory on any terms and conditions we deem appropriate "Non-Traditional Sites" are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including, without limitation, military bases, airports, stadiums, arenas, major industrial or office complexes, hotels, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues,

(6) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at FAST-FIX Service Centers, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory), and

(7) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at FAST-FIX Service Centers, or by another business, even if the business operates, franchises and/or licenses competitive businesses in the Territory

We may exercise any of the retained rights without compensating you Although we have the right to do so (as described above), neither we nor our affiliate currently operates, franchises, or have present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in your franchised business

You may not use other channels of distribution, such as the internet or any other form of electronic commerce, catalog sales, telemarketing, or other direct marketing to make sales inside or outside the Territory We do not prohibit you from accepting orders outside of your Territory

You may only open and operate a Fast-Fix Jewelry and Watch Repairs business out of a second location by entering into an additional franchise agreement, in our then-current form The grant of your second location will also be subject to our approval and your payment of all required amounts due under your Franchise Agreement for that location Additional locations may be approved and opened under similar conditions and you have no options, rights of first refusal or similar rights to acquire additional franchises outside of your Territory

Neither you nor any of your affiliates including, but not limited to, family members, may be actively engaged in any Competitive Business other than a FAST-FIX franchised business without our written consent In addition, you and your affiliates including, but not limited to, family members, may not be engaged in any other business within the Territory

If you have to relocate your franchised business because you are dislocated from your FAST-FIX Service Center, we will assist you in relocating your franchised business In such case, if the Territory provisions of your Franchise Agreement are in full force at the time of your relocation, we will use our commercially reasonable efforts to preserve your Territory rights for your relocated franchised business You are responsible for all costs and expenses directly or indirectly related to the dislocation or relocation You must reopen your franchised business at the new location within the time period required by the new or amended lease

Except as described below, we have no policy, written or unwritten, which judges your performance or places continuation of your franchise and your territorial exclusivity (as described above) during the term of your Franchise Agreement on achievement of a certain sales volume, market penetration or other contingency which could alter your Territory and there are no other circumstances that permit us to modify your Territory In order to renew your Franchise Agreement, among other conditions that must be satisfied, your Gross Sales during the 12-month period immediately preceding the date of the renewal may not be less than 75% of the average Gross Sales for the same period for all franchisees in the System within the United States (including outlets owned by us) that have been open for more than 24 months

ITEM 13
TRADEMARKS

We grant you a nontransferable, non-exclusive license to use, in the operation of your franchised business, the trademarks, trade names, service marks, logo, and all advertising or other commercial symbols that we periodically designate in writing and that identify your franchised business as a "Fast-Fix Jewelry and Watch Repairs" business (collectively, the "Marks")

The following is summary information concerning the Marks that are registered on the Principal Register of the U S Patent and Trademark Office ("USPTO")

TRADEMARK	OWNER	REGISTRATION NO	REGISTRATION DATE
	Jewelry Repair Enterprises, Inc	3,707,598	November 10, 2009
Fast-Fix Jewelry and Watch Repairs	Jewelry Repair Enterprises, Inc	3,569,301	February 3, 2009
Fast-Fix Jewelry and Watch Repairs	Jewelry Repair Enterprises, Inc	3,067,269	March 14, 2006
Fast-Fix Jewelry and Watch Repairs	Jewelry Repair Enterprises, Inc	3,048,421	January 24, 2006
Fast-Fix Jewelry Repairs	Jewelry Repair Enterprises, Inc	2,378,790	August 22, 2000
America's Jewelry Repair Professionals	Jewelry Repair Enterprises, Inc	2,352,865	May 23, 2000
Fast-Fix Jewelry Repairs	Jewelry Repair Enterprises, Inc	2,348,361	May 9, 2000
America's Jewelry Repair Professionals	Jewelry Repair Enterprises, Inc	2,347,858	May 2, 2000

Fast-Fix Jewelry Repairs	Jewelry Repair Enterprises, Inc	2,342,938	April 18, 2000
	Jewelry Repair Enterprises, Inc	2,323,842	February 29, 2000
	Jewelry Repair Enterprises, Inc	2,323,841	February 29, 2000

We have filed all required affidavits and renewals for these Marks, and intend to file all additional affidavits and renewals for these Marks when required

You may use the "Fast-Fix Jewelry and Watch Repairs" name only as an assumed or fictitious name, duly registered in accordance with the laws applicable in the state where your franchised business is located You may not use the "Fast-Fix Jewelry and Watch Repairs" name or any of the Marks as any part of an entity name (for a corporation, limited liability company, limited partnership, etc) that is registered in any state of the United States or in any foreign country

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding nor any pending material litigation involving the Marks

We have no actual knowledge of superior prior rights or infringing uses that could materially affect your use of the Marks in this state or the state in which your franchised business is to be located

There are currently no agreements in effect that significantly limit our rights to use or license to use the Marks in a manner material to you

If you become aware of any claim of infringement, unfair competition or other challenge to your right to use any of the Marks, or if you become aware of any use of or claims to, any of the Marks by persons other than us or our franchisees, you must promptly (but not more than 7 days later) notify us in writing Even though your Franchise Agreement does not obligate us to do so, we expect to vigorously defend your right to use the Marks and protect you against claims of infringement or unfair competition related to the Marks, and we will retain the sole right to control any administrative proceedings or litigation involving the Marks We may elect not to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Marks We may at any time require you to modify or discontinue your use of the Marks or use one or more additional or substitute names or Marks In this event, you must comply promptly, at your own expense, to any changes

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You will not receive the right to use an item covered by a patent or copyright, but we will grant you access to an on-line copy of our confidential, proprietary Brand Standards Manual containing valuable and detailed information, forms and systems pertaining to the operation of your franchised business Although it has not been registered with the United States Registrar of Copyrights, it is a proprietary document and we claim common law copyright protection of the Brand Standards Manual and advertising

materials You may not use the Brands Standard Manual in any unauthorized manner and must take reasonable steps to prevent its disclosure to others

No patents or copyrights are material to the franchise We provide you with Confidential Information relating to operating your franchised business Confidential Information includes any knowledge, know-how, technologies, processes, techniques, and any other information that we designate as confidential, proprietary, or trade secrets or that is not readily available in the public domain through any breach of duty to us Confidential Information also includes the Brand Standards Manual, price book, and the customer list (and any other information pertaining to your customers and potential customers that you may collect or maintain)

You must treat and maintain the Confidential Information as confidential and our trade secrets You must strictly limit access to the Confidential Information to your employees who have a "need to know" in order to perform their jobs All persons to whom you grant access to the Brand Standards Manual or any other Confidential Information should first be required to sign and deliver to us our standard form of nondisclosure and noncompetition agreement (Attachment 5 to the Franchise Agreement)

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Unless otherwise agreed to by us, a Franchise Operator must personally participate in the operation of your franchised business "Franchise Operator" means (a) the Franchisee, if the Franchisee will be an individual, or (b) if the Franchisee will be an entity, an individual with a direct or indirect equity interest of at least 25% in that entity The Franchise Operator or your approved designee must devote, on a full-time basis, his or her best efforts for the productive and efficient operation of your franchised business and for advancing our interests You must sign a personal guaranty for your franchised business

Either you or your designated manager must successfully complete our Training Program and anyone with access to our Brand Standards Manual or other Confidential Information, including your manager, will maintain the same standards of confidentiality you must meet All persons with an ownership or voting interest in a non-individual Franchisee and their spouses, all individual Franchisees who enter into Franchise Agreements and their spouses, and certain key persons employed by you whom receive or will receive any training by us or you which is directly or indirectly related to the System or involves any of the Confidential Information must sign our approved nondisclosure and noncompetition agreement Your Franchise Agreement also contains certain covenants restricting your disclosure of Confidential Information and your ability to compete with us or other franchisees

Each of the principals of your entity, if any, must sign the Personal Guaranty Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under your Franchise Agreement We may require your spouse, or the spouse of the principals of your entity to sign the Personal Guaranty Agreement "Principal" means, for purposes of this Item 15, anyone having an ownership or beneficial interest in your entity(s)

Non-individual franchisees (such as corporations, partnerships, limited liability companies, associations, or trusts) must complete the "Principal Owner's Statement" (Attachment 9 to the Franchise Agreement) and are subject to certain requirements including restricting their business activities, restricting transfer of ownership interests in you and disclosing Confidential Information

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must at all times offer and sell all products, services and programs which we designate part of the System unless you are prohibited by local law or regulation from selling a product, service or program or we have granted you our advance written approval to exclude a product, service or program

FAST-FIX Service Centers specialize in offering a wide range of "while you shop" services including eyeglass frame repair and electronic device repair Certain local laws and regulations may prevent you from offering these services In addition, the Lease may prohibit you from conducting these services at certain locations

If you would like to sell any product, service or program which is not a part of the System, then you must seek and obtain our advance written permission If we grant our advance written approval, then the product, service or program in question will become a part of the System (though we will not be required to, but may, authorize it for sale at one or more other FAST-FIX Service Centers) We may subsequently revoke our approval We will own all rights associated with the product, service or program You will not be entitled to any compensation in connection with it

We may add to, delete from or modify the services, products and programs which you can and must offer or we may modify the System You must abide by any additions, deletions and modifications There are no limits on our rights to make these changes

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements You should read these provisions in the agreements attached to this disclosure document

	Provision	Section in franchise or other agreement	Summary
a	Length of the franchise term	Section 2 4 of Franchise Agreement Section 2 4 of the Walmart Addendum Section 2 4 of the Meijer Addendum	In-line and Kiosk The initial term for an in-line or kiosk location is 10 years from the Effective Date of your Franchise Agreement, unless terminated earlier in accordance therein Store-in-Store Location (Walmart) The initial term for a Store-in-Store location in a Walmart store is 3 years from the Commencement Date of your Franchise Agreement, the closing of the Walmart store where your franchised business is located or the termination of the Master Lease or Sublease for your FAST-FIX Service Center, whichever is earlier The initial term is subject to the

Provision	Section in franchise or other agreement	Summary
		term of the Master Lease or Sublease, which may be less than ten years <u>Store-in-Store Location (Meijer)</u> The initial term for a Store-in-Store location in a Meijer store is 10 years from the Commencement Date of your Franchise Agreement, the closing of the Meijer store where your franchised business is located or the termination of the Master Lease or Sublease for your FAST-FIX Service Center The initial term is subject to the term of the Master Lease or Sublease, which may be less than ten years
	Section 2 of Sublease	If you sign a Sublease, the initial term of the Sublease ends one day before the expiration of the Master Lease, however, the term may not last longer than the term of your Franchise Agreement, as the term may be extended or renewed
b Renewal or extension of the term	Sections 2 5, 2 6 and 2 7 of Franchise Agreement	At your request and if you satisfy certain conditions, we may, in our sole discretion, extend your franchise for a kiosk, an in-line or a Meijer Store-in-Store location up to 3 additional 10 year terms and for Walmart Store-in-Store location at least two additional 3 year terms We have the right to refuse to renew your Franchise Agreement
	Sections 2 b, 2 c and Section 9 of Sublease	We have the right, but not the obligation, to extend the term of your Sublease to coincide with the existing term of the Master Lease, as it may be

Provision	Section in franchise or other agreement	Summary
		periodically extended, renewed, or replaced However, the term of your Sublease may not last longer than the term of your Franchise Agreement, as it may be extended or renewed under your Franchise Agreement The Sublease does not grant you any rights of first refusal, any options to purchase or any extensions or renewal rights with respect to the Master Lease, and that in no event will you enter a renewal lease directly with the Landlord or negotiate or otherwise attempt to enter a renewal lease or modification of the Master Lease
c Requirements for you to renew or extend	Sections 2 5 and 2 6 of Franchise Agreement	You must give us notice of your intent to renew, must not be in default of your Franchise Agreement, must give proper notice, must sign current Franchise Agreement and any related agreements required by us for new franchisees which may have materially different terms and conditions, must pay renewal fee, your landlord has agreed to an extension of the Lease on terms acceptable to us or, if applicable, we have agreed to an extension of the Master Lease with Landlord, must be current with all of your vendors and creditors, your Gross Sales during the 12 months immediately preceding the renewal must not be less than 75% of the average Gross Sales for the same period for all franchisees in the System within the United States (including company-owned outlets) that

	Provision	Section in franchise or other agreement	Summary
			have been open for more than 24 months, must ensure any alterations, modifications, or renovations of the FAST-FIX Service Center have been completed, and must obtain our consent, which we may grant or withhold in our sole discretion You must sign a general release of claims
d	Termination by you	None	Not applicable
e	Termination by us without cause	None	Not applicable
f	Termination by us with cause	Sections 12 1 and 12 2 of Franchise Agreement	We can terminate your Franchise Agreement only if you commit any one of several listed violations including your default under the Sublease (if applicable)
		Section 13 of Sublease	We can terminate your Sublease if you commit any one of several listed violations including defaulting under your Franchise Agreement
g	"Cause" defined - curable defaults	Section 12 1 of Franchise Agreement	You have 2 days to cure a serious or imminent threat or danger to public health or safety, unless a cure cannot reasonably be completed in such time (and then you will have 30 days to cure) You have 10 days to cure defaults for not paying outstanding amounts, submitting required monthly or annual financial statements or reports, violation of any obligation under your Franchise Agreement as may be supplemented by the Brand Standards Manual or other material, or violation of any law, ordinance, rule or regulation of a governmental agency, or any other default not listed in

Provision	Section in franchise or other agreement	Summary
		Section 12 of your Franchise Agreement
	Section 13 of Sublease	You have 5 days to cure defaults under your Sublease, or a shorter time as the Master Lease may provide, for failure to pay when due any rent or other amount payable under the Master Lease or any other default under the Master Lease not listed in Section 13 of the Sublease
h "Cause" defined – non-curable defaults	Section 12 1 of Franchise Agreement	The following defaults may not be cured failure to secure a site for the FAST-FIX Service Center within the time limits and following the procedures under your Franchise Agreement, failure to open your franchised business within 180 days after the Effective Date of your Franchise Agreement, bankruptcy, repeatedly failing to meet our standards for quality, unauthorized assignment, repeated breaches, conviction of felony, crime of moral turpitude or other offense, violation of confidentiality or noncompetition provisions, abandonment, default under any other agreement with us or our affiliates, default under the Lease or any agreement with your landlord and you do not cure within the time provided in the Lease or other agreement, if you lose the right to possess

Provision	Section in franchise or other agreement	Summary
		the FAST-FIX Service Center, interference with our right to inspect or audit your franchised business, engage in conduct which is harmful or reflects unfavorably on us or the System, unauthorized transfer, knowingly maintains false books or records or submits false reports to us, unauthorized use or disclosure of Confidential Information or Marks or breach of non-competition covenants, and creates, permits, or suffer a lien against, or pledges, mortgages, hypothecates, grants a security interest in, or any manner encumbers your Franchise Agreement and the default is not cured within any permitted period, and failure to complete training to our satisfaction
	Section 13 of Sublease	The following defaults may not be cured multiple defaults under the Sublease or any other agreement with us or our affiliates, or unauthorized transfer
I Your obligations on termination/non-renewal	Sections 12 3 and 12 4 of Franchise Agreement	You must immediately cease using the System and the Marks, pay outstanding amounts (including liquidated damages for premature termination), cancel all fictitious or assumed name(s) and electronic address, domain name or website associated with the System or the Marks, vacate the FAST-FIX Service Center or complete de-identification, if we request, assign us your interest in the Lease, return confidential

Provision	Section in franchise or other agreement	Summary
		information and any copies of the Brand Standards Manual
	Sections 13 and 14 of Sublease	You must surrender the FAST-FIX Service Center and pay all outstanding Sublease obligations
j Assignment of contract by us	Section 10 10 of Franchise Agreement	There are no restrictions on our right to assign, and we may assign your Franchise Agreement without consent
	Section 10 d of Sublease	There are no restrictions on our right to assign, and we may assign the Sublease without consent
k "Transfer" by you - defined	Section 10 1 of Franchise Agreement	Without our prior written consent, you may not sell, assign, convey, or otherwise dispose of—voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise—any direct or indirect interest in your Franchise Agreement The term "transfer" refers to any of the preceding actions If you are a corporation, limited liability company, limited partnership, or other entity, a transfer of your voting or ownership interests —individually or in the aggregate, directly or indirectly—is considered a transfer of an interest in your Franchise Agreement, as is a transfer of all or substantially all of your assets used to operate your franchised business
	Section 10 a of Sublease	Voluntarily or involuntarily sell, transfer, assign, sublet, or otherwise dispose of the Sublease, the Master Lease or the FAST-FIX Service Center or any equipment, fixtures, or furniture, mortgage, grant any

	Provision	Section in franchise or other agreement	Summary
			security interest in or lien against, or encumber the Sublease, Master Lease or the FAST-FIX Service Center, or any equipment, fixtures, or furniture, or permit the use or occupation of the FAST-FIX Service Center by any other person
l	Our approval of transfer by you	Sections 10 1, 10 2, 10 3 and 10 4 of Franchise Agreement	We must approve all transfers
		Section 10 b of Sublease	We must approve all transfers
m	Conditions for our approval of transfer	Sections 10 2 and 10 3 of Franchise Agreement	Assignee qualifies and completes training to our satisfaction, we have reviewed the terms of assignment, you provide your suppliers and vendors 30 days' prior notice, all amounts due are paid in full, all defaults under all agreements have been cured, sign then-current Franchise Agreement (which may contain materially different terms, including higher Royalty Fees), payment of transfer fee, payment of training fee, assignee signs receipt of franchise disclosure document, receipt of all required information from assignee, you and the assignee sign a general release, we do not exercise our right of first refusal, the FAST-FIX Service Center is renovated to conform to our or the Landlord's then-current standards (if required), your landlord must consent in writing, and you sign and deliver to us documentation of your continuing liability
		Section 10 of Sublease	Each assignee assumes all of your obligations under your

	Provision	Section in franchise or other agreement	Summary
			Sublease, you also transfer to each assignee your rights under your Franchise Agreement in accordance with its provisions and you satisfy any other conditions required by Landlord and sublessor
n	Our right of first refusal to acquire your business	Section 10 11 of Franchise Agreement	We can match any offer for (a) an interest in you belonging to any person who owns at least a 10% ownership or voting interest in you or an entity with an ownership interest in you, (b) your interest in your Franchise Agreement, or (c) for all or a material part of the assets used in your franchised business
o	Our option to purchase your business	Section 12 3(b) of Franchise Agreement	We or our designee have the first priority option (but not the obligation) to purchase any or all your equipment at its Designated Value, and if we exercise our option, you must sell the equipment to us at that value, free and clear of all liens, claims and other encumbrances "Designated Value" means the lesser of (i) fair market value and (ii) your cost less depreciation on a straight line basis of 10% per year
p	Your death or disability	Section 10 9 of Franchise Agreement	We have the right to require, within six months of the death or disability of any of the following individuals, that individual's estate to transfer his or her interests in the Franchisee (or in any of the Franchisee's owners) or in your Franchise Agreement (a) any individual who holds a 10% or greater voting or ownership interest in the Franchisee (or in

Provision	Section in franchise or other agreement	Summary
		any of the Franchisee's owners), or (b) any individual who is the Franchisee
q Non-competition covenants during the term of the franchise	Sections 8 5 of Franchise Agreement	You may have no involvement in a Competitive Business wherever located Competitive Business means (i) any retail business offering any of the following goods or services jewelry or watch repairs, jewelry or watch sales ring-sizing, chain repair and replacement, remounting, engraving, eyeglass frame repair, watch and electronic device repair, and battery replacement, as well as custom jewelry and select gift, jewelry and watch retail product opportunities, or any other goods or services of Franchisees that are then authorized for the System, or (ii) any business granting us licenses to others to operate the type of business specified in subparagraph (i) (other than a Fast-Fix Jewelry & Watch Repairs business operated under a Franchise Agreement with us)

	Provision	Section in franchise or other agreement	Summary
r	Non-competition covenants after the franchise is terminated or expires	Section 8 5 of Franchise Agreement	During the two years beginning on the expiration or sooner termination of your Franchise Agreement, you may not directly or indirectly (i) solicit or otherwise attempt to induce, any business affiliate of ours to terminate or modify his, her or its business relationship with us or to compete against us, (ii) have involvement in a Competitive Business located within 25 miles of any other FAST-FIX franchise, (iii) disturb, disrupt, decrease or otherwise jeopardize our business or any other franchisees business, (iv) direct any prospective or existing business or economic opportunities away from us, our franchisees, or affiliates to a Competitive Business, or (v) perform any act prejudicial or injurious to the goodwill associated with the Marks
s	Modification of the agreement	Sections 8 2 and 15 2 of Franchise Agreement	No modifications generally, but we may unilaterally change or modify our franchise system and Brand Standards Manual
t	Integration/merger clause	Section 15 5 of Franchise Agreement	Only the terms of your Franchise Agreement are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	Section 13 4, 13 5, 13 6, 13 7, 13 8, 13 9 and 13 10 of Franchise Agreement	Except for certain limited circumstances, must use binding arbitration
v	Choice of forum	Section 13 1 and 15 26 of Franchise Agreement	Subject to state law, legal proceedings, if in court, must be brought in state or federal court for Broward County, Florida, or

Provision	Section in franchise or other agreement	Summary
		the District Court of the United States, Southern District of Florida and arbitration proceeds must be conducted in Broward County, Florida The parties waive their right to a jury trial unless prohibited by the laws of the state where the Franchised business is located (subject to applicable state law, see Exhibit H)
w Choice of law	Section 13 2 of Franchise Agreement	Except to the extent the Lanham Act governs or other federal law, Florida law applies (subject to applicable state law, see Exhibit H)

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchises

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances

This Item 19 provides the following financial performance information

1 Gross Sales in 2017 and 2018 Information on the Gross Sales of 122 Mature In-Line Stores in 2017 and 123 Mature In-Line Stores in 2018, the Gross Sales of 16 Mature Kiosks in 2017 and 16 Mature Kiosks in 2018, and the Gross Sales of 3 Mature Store-in-Stores in 2018

2 Gross Sales, Operating Costs, and Net Cash Flows Generated in 2018 Information on the Gross Sales, operating costs and net cash flows generated by 85 Mature In-Line Stores, 10 Mature Kiosks and 3 Mature Store-in-Stores in 2018

Gross Sales in 2017 and 2018

As of December 31, 2017, there were 148 franchised FAST-FIX Service Centers open, and 6 company-owned FAST-FIX Service Centers open The information in this section of Item 19 relates to the

138 franchised FAST-FIX Service Centers that were open for at least 24 months as of December 31, 2017, 122 of which were in-line stores (called "Mature In-Line Stores"), and 16 of which were kiosks (called "Mature Kiosks") The information does not relate to the performance of 10 franchised FAST-FIX Service Centers that were not open for at least 24 months as of December 31, 2017, or to the company-owned FAST-FIX Service Centers During 2017, 5 FAST-FIX Service Centers ceased operations after non-renewals, and 3 FAST-FIX Service Centers were re-acquired by us (1 of which was re-franchised in 2017)

As of December 31, 2018, there were 150 franchised FAST-FIX Service Centers open, and 4 company-owned stores open The information in this section of Item 19 relates to the 142 franchised FAST-FIX Service Centers that were open for at least 24 months as of December 31, 2018, 123 of which were in-line stores (called "Mature In-Line Stores"), 16 of which were kiosks (called "Mature Kiosks"), and 3 of which were Store-in-Stores (called "Mature Store-in-Stores") The information does not relate to the performance of (a) 8 franchised FAST-FIX Service Centers that were not open for at least 24 months as of December 31, 2018, or (b) the 4 company-owned FAST-FIX Service Centers During 2018, 1 FAST-FIX Service Center ceased operations after non-renewal

The average, median, highest and lowest annual Gross Sales of the Mature In-Line Stores and Mature Kiosks in 2017 and 2018, and the Mature Store-in-Stores in 2018, are shown in the tables below

The Gross Sales figures shown in the tables below do not reflect costs of service materials and products sold, store personnel salaries and related costs, rent, royalty fees, owner's draw, interest, income taxes, depreciation or amortization

Mature In-Line Stores

	2017	2018
Average Gross Sales See Notes 1 and 2	$466,987 *See Note 3*	$465,706 *See Note 4*
Median Gross Sales See Notes 1 and 2	$428,394	$428,291
Highest Gross Sales (Single In-Line Store)	$1,330,720	$1,380,410
Lowest Gross Sales (Single In-Line Store)	$155,087	$153,139
Total Number of Mature In-Line Stores	122	123
Number of Mature In-Line Stores that Met or Exceeded the Average	50	52

	2017	2018
Percentage of Mature In-Line Stores that Met or Exceeded the Average	40%	42%

Note 1 "Gross Sales" means the entire amount of the sales price of all goods, wares, merchandise or services sold or rendered from the Franchised Business (including all precious metal sales to refiners), whether for cash, charge, credit card or time-sale basis, without reserve or deduction for inability or failure to collect, including all orders for goods or services, whether by mail, telephone, internet or otherwise, and whether the orders will be filled from the Fast-Fix Service Center or elsewhere, so long as the (franchisee) in the normal course of business would attribute the orders or sales to the Franchised Business The following is not included in Gross Sales (a) the amount of refunds, allowances or discounts to customers, provided the same had been previously included in Gross Sales and provided further that if the refunds, allowances or discounts are in the form of credits to customers, the credits will be included in Gross Sales when used by customers in the future, and (b) the amount of any excise or sales tax levied upon retail sales and payable over to the appropriate governmental authority (but only to the extent actually paid when due to the appropriate governmental authority), provided that specific record is made at the time of each sale which clearly indicates that the amount is expressly charged to the customer

Note 2 An "average" is calculated by adding the numerical values of all data points in a set, and dividing by the number of data points in the set A "median" is the numerical value of the data point in the middle of all data points in a set If a set contains an even number of data points, the median is calculated by identifying the 2 data points in the middle of the set, adding their numerical values, and dividing by 2

Note 3 In 2017, the top 25% of Mature In-Line Stores had Gross Sales of $545,460 to $1,330,720, and the bottom 25% of Mature In-Line Stores had Gross Sales of $155,087 to $329,747

Note 4 In 2018, the top 25% of Mature In-Line Stores had Gross Sales of $547,790 to $1,380,410, and the bottom 25% of Mature In-Line Stores had sales of $137,149 to $326,981

Mature Kiosks

	2017	2018
Average Gross Sales *See Notes 1 and 2*	$311,078 *See Note 3*	$313,825 *See Note 4*
Median Gross Sales See Notes 1 and 2	$296,020	$284,516
Highest Gross Sales (Single Kiosk)	$533,579	$644,583
Lowest Gross Sales (Single Kiosk)	$154,517	$153,139
Total Number of Mature Kiosks	16	16

	2017	2018
Number of Mature Kiosks that Met or Exceeded the Average	7	7
Percentage of Mature Kiosks that Met or Exceeded the Average	44%	44%

Note 1 See Note 1 above

Note 2 See Note 2 above

Note 3 In 2017, the top 25% of Mature Kiosks had Gross Sales of $357,451 to $533,579, and the bottom 25% of Mature Kiosks had Gross Sales of $154,517 to $252,763

Note 4 In 2018, the top 25% of Mature Kiosks had Gross Sales of $354,239 to $644,583, and the bottom 25% of Mature Kiosks had Gross Sales of $153,139 to $253,352

Mature Store-in-Stores

	2018
Average Gross Sales *See Notes 1 and 2*	$161,148
Median Gross Sales *See Notes 1 and 2*	$165,639
Highest Gross Sales (Single Store-in-Store)	$182,319
Lowest Gross Sales (Single Store-in-Store)	$135,486
Total Number of Mature Store-in-Stores	3
Number of Mature Store-in-Stores that Met or Exceeded the Average	2
Percentage of Mature Store-in-Stores that Met or Exceeded the Average	67%

Note 1 See Note 1 above

Note 2 See Note 2 above

Gross Sales, Operating Costs and Net Cash Flows Generated in 2018

As of December 31, 2018, there were 150 franchised FAST-FIX Service Centers open, and 4 company-owned stores open The information in this section of Item 19 relates to the 99 franchised FAST-FIX Service Centers that were open for at least 12 months as of December 31, 2018, 85 of which were in-line stores (called "Mature In-Line Stores"), 10 of which were kiosks (called "Mature Kiosks"), and 3 of which were store-in-stores (called "Mature Store-in-Stores") The information does not relate to the performance of (a) 1 franchised FAST-FIX Service Center that was not open for at least 12 months as of December 31, 2018, (b) 49 franchised FAST-FIX Service Centers that did not submit operating cost information, (c) 3 franchised FAST-FIX Service Centers that submitted operating cost information that showed significantly outlying labor and other operating costs, or (d) the company-owned FAST-FIX Service Centers During 2018, 1 FAST-FIX Service Center ceased operations after non-renewal

The average annual Gross Sales (round to the nearest 1000), operating costs (rounded to the nearest 1000, except for Marketing, Advertising and Promotional Costs), and net cash flows generated by the 85 Mature In-Line Stores, 10 Mature Kiosks and 3 Mature Store-in-Stores in 2018 are shown in the table below

	In-Line Stores	**Kiosks**	**Store- in- Stores**
Number of Stores	85	10	3
Gross Sales ***See Note 1***	**$ 473,000 100%**	**$ 311,000 100%**	**$ 161,000 100%**
Costs of Service Materials and Products Sold – *See Note 2*	$ 83,000 18%	$ 49,000 16%	$ 42,000 26%
Personnel Salaries and Related Costs – *See Note 3*	$ 117,000 25%	$ 67,000 22%	$ 68,000 42%
Rent – *See Note 4*	$ 99,000 21%	$ 66,000 21%	$ 7,000 4%
Royalty Fees – *See Note 5*	$ 28,000 6%	$ 19,000 6%	$ 10,000 6%
Marketing, Advertising and Promotional Costs – *See Note 6*	$ 13,712 3%	$ 9,016 3%	$ 2,721 2%
Other Operating Costs – See Note 7	$ 45,000 10%	$ 35,000 11%	$ 12,000 7%
Total Costs	**$ 385,712 82%**	**$ 245,016 79%**	**$ 141,721 88%**
Net Cash Flows Generated ***See Note 8***	**$ 87,288 18%**	**$ 65,984 21%**	**$ 19,279 12%**

Note 1 See Note 1 above

Note 2 "Costs of Service Materials and Products Sold" includes the costs of all products sold (jewelry, watches, bands, etc), as well as the costs of supply items required to deliver and provide repair and custom services (findings, precious metals, etc) to customers

Note 3 "Personnel Salaries and Related Costs" include salaries, bonuses, commissions and all other compensation elements, as well as medical plan payments, stipends, and any other employee benefit costs, payments or reimbursements, for store employees only These costs do not include salary or benefit costs related to the owner of the store

Note 4 "Rent" includes base rent and percentage rent (if applicable) payable to the Landlord, plus any additional CAM, tax and additional invoice amounts payable to the landlord

Note 5 "Royalty Fees" are based on the standard royalty rate under the current franchise agreement

Note 6 "Marketing, Advertising and Promotional Costs" include ISM fees paid to us, coop fund payments, mall marketing payments and any other additional marketing, advertising and promotional costs

Note 7 "All Other Operating Costs" include other costs incurred to operate the store, including but not limited to (a) professional fees, including accounting, bookkeeping and legal expenses, (b) insurance costs (non-medical), (c) bank and merchant service charges, (d) equipment leasing costs (copier, etc), (e) dues and subscriptions, (f) operating supplies and expenses (cleaning supplies, office necessities, etc), (g) store repairs and maintenance expenses, and (h) store utility expenses (cable, internet, phone, electricity, security, etc)

Note 8 "Net Cash Flows Generated" means cash remaining after the deductions for the costs listed above, but before deductions for owner draws, interest, income taxes, depreciation and amortization Owner draws include salaries, bonuses, commissions and all other compensation elements (car lease, cell phone, etc), as well as medical plan payments, stipends, and any other employee benefit costs, payment or reimbursement, for the owner of the store

General

Written substantiation of the data used in preparing the financial performance representations, including computations of all actual or average profit or earnings, will be made available to prospective franchisees on reasonable request

Some outlets have sold these amounts Your individual results may differ There is no assurance that you'll sell as much

Other than the preceding financial performance representations, Jewelry Repair Enterprises, Inc does not make any financial performance representations We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, Gerald W B Weber, in writing, at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, (800) 359-0407, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO 1

System-wide Outlet Summary
For years 2016 to 2018

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2016	149	149	0
	2017	149	148	-1
	2018	148	150	+2
Company-Owned	2016	2	4	+2
	2017	4	6	+2
	2018	6	4	-2
Total Outlets	**2016**	**151**	**153**	**+2**
	2017	**153**	**154**	**+1**
	2018	**154**	**154**	**0**

TABLE NO 2

Transfers of Outlets from Franchisees to New Owners (other than Franchisor or an affiliate)
For years 2016 to 2018

State	Year	Number of Transfers
AZ	2016	0
	2017	1
	2018	0
CA	2016	0
	2017	3
	2018	3
FL	2016	1
	2017	1
	2018	0
MD	2016	0
	2017	0
	2018	1
OR	2016	0
	2017	1

State	Year	Number of Transfers
	2018	0
SC	2016	0
	2017	1
	2018	0
TX	2016	0
	2017	1
	2018	0
Total	**2016**	**1**
	2017	**8**
	2018	**4**

TABLE NO 3

Status of Franchised Outlets
For years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets At End Of Year
AK	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
AZ	2016	10	0	0	0	0	1	9
	2017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
CA	2016	47	0	0	0	0	0	47
	2017	47	1	0	2	0	0	46
	2018	46	0	0	0	0	0	46
CO	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets At End Of Year
CT	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
DE	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
FL	2016	24	0	0	0	0	0	24
	2017	24	3[1]	0	1	2[1]	0	24
	2018	24	2[2]	0	0	0	0	26
GA	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	0	0	8
	2018	8	1	0	0	0	0	9
IL	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
IN	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
KY	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
MD	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
MO	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
NV	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	0	4
	2018	4	0	0	0	0	0	4

[1] In 2017, 1 of these outlets was a company-owned outlet that was reacquired from a franchisee and later sold to another franchisee in the same year

[2] In 2018, these were company-owned outlets that were sold to franchisees

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets At End Of Year
NJ	2016	1	0	0	0	0	0	1
	2017	1	0	0	1	0	0	0
	2018	0	0	0	0	0	0	0
NM	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	1	0	0	1
NY	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	1	0	3
	2018	3	0	0	0	0	0	3
OR	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
PA	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
SC	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
TN	2016	3	1	0	0	0	0	4
	2017	4	1	0	1	0	0	4
	2018	4	0	0	0	0	0	4
TX	2016	14	0	0	0	0	0	14
	2017	14	1	0	0	0	0	15
	2018	15	0	0	0	0	0	15
UT	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
VA	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
WA	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets At End Of Year
DC	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	**2016**	**149**	**1**	**0**	**0**	**0**	**1**	**149**
	2017	**149**	**7**	**0**	**5**	**3**	**0**	**148**
	2018	**148**	**3**	**0**	**1**	**0**	**0**	**150**

TABLE NO 4

Status of Company-Owned Outlets
For years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets At End of the Year
FL	2016	0	3	0	0	0	3
	2017	3	0	2	0	1	4
	2018	4	0	0	0	2	2
NY	2016	1	0	0	0	0	1
	2017	1	0	1	0	0	2
	2018	2	0	0	0	0	2
TX	2016	1	0	0	1	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	**2016**	**2**	**3**	**0**	**1**	**0**	**4**
	2017	**4**	**0**	**3**	**0**	**1**	**6**
	2018	**6**	**0**	**0**	**0**	**2**	**4**

TABLE NO 5

Projected Openings as of December 31, 2018

State	Franchise Agreements Signed But Outlets Not Opened As Of December 31, 2018	Projected New Franchised Outlets In 2019	Projected New Company-Owned Outlet In 2019
WA	1	1	0
Total	**1**	**1**	**0**

Exhibit D contains the names of our franchisees, and the addresses and telephone numbers of their FAST-FIX service centers, as of December 31, 2018 Exhibit D also contains the addresses of our company-owned locations

Exhibit E contains the name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of each of our franchisees who had a franchise transferred (4), terminated (0), not renewed (1), or reacquired by us (0) in 2018, who otherwise voluntarily or involuntarily ceased to do business (0) in 2018, or who did not communicate with us within 10 weeks of the date of this disclosure document (0)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave our franchise system

No franchisees have signed confidentiality clauses during the last 3 fiscal years that restrict their ability to speak openly about their experience with our franchise system

There are no trademark-specific franchisee organizations

ITEM 21
FINANCIAL STATEMENTS

Exhibit F includes the audited financial statements of JRE Holdings, Inc , our parent, and its predecessor company, for the fiscal years ended December 31, 2016, 2017 and 2018, and the unaudited financial statement of JRE Holdings, Inc for the period from January 1, 2019 to March 31, 2019

Exhibit F also includes a Guarantee of Performance by JRE Holdings, Inc of our duties and obligations under the Franchise Agreement

ITEM 22
CONTRACTS

The following agreements are Exhibits to this disclosure document

Exhibit B Franchise Agreement and Attachments

Attachment 1 Schedule of Initial Fees
Attachment 2 Territory and Site of Service Center
Attachment 3 Sublease (Store-in-Store)

Attachment 4 Conditional Assignment of Telephone Numbers and Listings
Attachment 5 Nondisclosure and Noncompetition Agreement
Attachment 6 Required Provisions for Lease Rider
Attachment 7 State-Specific Addenda
Attachment 8 Personal Guaranty Agreement
Attachment 9 Principal Owners Statement
Attachment 10 Addendum for Store-in-Store Location (Walmart)
Attachment 11 Addendum for Store-in-Store Location (Meijer)
Attachment 12 Conditional Assignment and Assumption of Lease
Attachment 13 SBA Addendum
Attachment 14 ACH/Pre-Authorized Debit Authorization Form

Exhibit G Sample General Release

ITEM 23
RECEIPTS

Exhibit I includes detachable documents acknowledging your receipt of this disclosure document

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states)

State	State Agency	Agent for Service of Process
CALIFORNIA	California Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	California Commissioner of Business Oversight
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St , Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St Paul, MN 55101-2198 (651) 593-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Attn New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation/ Division of Insurance/Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, SD 57501-3185 (605) 773-3563	Director of South Dakota Division of Insurance
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising, 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P O Box 9033 Olympia, WA 98507-9033	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT AND ATTACHMENTS

FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	FRANCHISE GRANT, LOCATION, TERRITORY, TERM	4
ARTICLE 3	FRANCHISOR'S DUTIES	5
ARTICLE 4	FEES AND PAYMENTS	7
ARTICLE 5	LEGAL RELATIONSHIP OF THE PARTIES	13
ARTICLE 6	MARKS	14
ARTICLE 7	FRANCHISEE'S OBLIGATIONS	16
ARTICLE 8	COVENANTS NOT TO COMPETE, CONFIDENTIAL INFORMATION, BRAND STANDARDS MANUAL	25
ARTICLE 9	LICENSES	27
ARTICLE 10	ASSIGNMENTS	28
ARTICLE 11	INDEMNIFICATION AND INSURANCE	33
ARTICLE 12	DEFAULT, TERMINATION	35
ARTICLE 13	GOVERNING LAW, DISPUTE RESOLUTION	39
ARTICLE 14	TAXES	44
ARTICLE 15	MISCELLANEOUS PROVISIONS	44

Attachments

Attachment 1 Schedule of Initial Fees

Attachment 2 Territory and Site of Service Center

Attachment 3 Sublease (Store-in-Store)

Attachment 4 Conditional Assignment of Telephone Numbers and Listings

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Attachment 9 Principal Owners Statement

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Attachment 11 Addendum for Store-in-Store Location (Meijer)

Attachment 12 Conditional Assignment and Assumption of Lease

Attachment 13 SBA Addendum

Attachment 14 ACH/Pre-Authorized Debit Authorization Form

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Franchise Agreement") is dated as of _____20__ (the "Effective Date"), for a term commencing _____20__ (the "Commencement Date") and is between **JEWELRY REPAIR ENTERPRISES, INC**, a Pennsylvania corporation ("Franchisor"), and _____, an individual, and _____, an individual (collectively "Franchisee")

A Franchisor is engaged in the franchising of jewelry and watch repair businesses ("FAST-FIX Service Centers") which offer products and services from a kiosk ("Kiosk"), from an in-line store ("In-Line Store"), or from a Store-in-Store location in a larger retail store ("Store-in-Store Location"), such as Walmart ("Store-in-Store Location (Walmart)") or Meijer ("Store-in-Store Location (Meijer)"), and, in connection therewith, permitting the use of the Marks (defined below)

B As a result of the expenditure of time, skill, effort, and money, Franchisor has established a well-known reputation with the public as to the quality of products and services available at the Franchised Business, which said reputation and goodwill has been and continues to be a distinct benefit to Franchisor and its franchisees

C Franchisee recognizes the benefits to be derived from being identified with Franchisor, utilizing the Marks, and being able to utilize the business methods and business knowledge which Franchisor makes available to its franchisees

D Franchisee desires to be authorized to operate the Franchised Business pursuant to the provisions hereof and at the location specified herein

E Franchisee acknowledges that Franchisee has had a full and adequate opportunity to be fully advised of the terms and conditions of this Franchise Agreement, and has consulted advisors and legal counsel of Franchisee's own choosing prior to its execution, and is entering into this Franchise Agreement having made an independent investigation of Franchisor's operations

The parties therefore agree as follows

ARTICLE 1
DEFINITIONS

For the purposes of this Franchise Agreement, the following terms have the following meanings

1 1 "Affiliate" means, with respect to a corporation or other business entity, any person controlling, controlled by, or under common control with that business entity With respect to an individual, affiliate means that individual's Family members, as well as such Family members' spouses, and the corporations or other business entities such individual and his or her family members, directly or indirectly, control "Control" means the (a) the ownership of more than 25% of the outstanding ownership or voting interests in an entity or (b) the possession, directly or indirectly, of the power to cause the direction of management and policies of such person, whether through equity ownership, by agreement, or otherwise "Family" means, with respect to an individual, such individual's spouse and such individual's siblings, lineal ancestors of such individual or its spouse or siblings, lineal descendants of any grandparent of such individual or its spouse or siblings, and trusts for the exclusive benefit of such individual or any of the other foregoing individuals Family

relations include those by birth, adoption, and step-relations by marriage Half-siblings are considered siblings,

1 2 "Annual Statement of Gross Sales and Operating Costs" means Franchisee's verified statement stating Franchisee's Gross Sales and operating costs for the last calendar year, in such form as Franchisor specifies,

1 3 "Brand Standards Manual" means all manuals produced by, or for the benefit of, Franchisor and loaned to Franchisee, now existing or later produced, and any revisions prepared for the internal use of the Franchised Business, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials,

1 4 "Competitive Business" means (i) any retail business offering any of the following goods or services jewelry or watch repairs, jewelry or watch sales, ring sizing, chain repair and replacement, remounting, engraving, eyeglass frame repair, watch and electronic device repair, and battery replacement as well as custom jewelry design and select gift, jewelry and watch retail product opportunities or any other goods or services of Franchisees that are then authorized for our System, or (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph (i) (other than a Fast-Fix Jewelry & Watch Repairs business operated under a Franchise Agreement with us),

1 5 "Confidential Information" means any and all information, knowledge, know how, technologies, processes, techniques, trade secrets, business methods, procedures, pricing methodology, all draft and final site selection criteria and layouts, designs and other plans and specifications for the construction, buildout, design, renovation, decor, equipment, signage, fixtures and trade dress elements of the Service Center and any other information that Franchisor designates as confidential, proprietary or trade secrets, and information Franchisor declares to Franchisee or which Franchisee learns about Franchisor, its business or its franchise system, that is not readily available to the general public Confidential Information includes, but is not limited to, the following of Franchisor Brand Standards Manual, price book, the Customer Lists, customer accounts or relationships, lists or identities of particular suppliers of products with whom Franchisor has developed working relationships and any other franchise or instructional materials,

1 6 "Fast-Fix" means Franchisor's trade names, including "Fast-Fix Jewelry Repairs" and "Fast-Fix Jewelry and Watch Repairs,"

1 7 "Franchised Business" means the FAST-FIX business that Franchisee is authorized to establish and operate under the Marks at the Service Center in accordance with this Franchise Agreement,

1 8 "Landlord" means the landlord leasing the Service Center to Franchisor pursuant to the Master Lease for a Store-in-Store Location,

1 9 "Lease" means any lease Franchisee enters into for the Service Center,

1 10 "Master Lease" means the lease of the Service Center from the Landlord to Franchisor for a Store-in-Store Location, attached as Exhibit B to the Sublease, as the same may be amended, modified, extended, renewed or replaced from time to time,

1 11 "Marks" means the trademarks, trade names, service marks, slogans, and advertising or other commercial symbols owned or licensed by Franchisor that Franchisor authorizes as part of the System, including but not limited to the "Fast-Fix Jewelry Repairs," "Fast-Fix Jewelry and Watch Repairs" and "America's Jewelry Repair Professionals" trademarks,

1 12 "POS System" means the combination of any or all of the following, computers, cash drawers, point-of-sale terminals, touch screens, bar-code scanners, receipt printers, credit-card-swipe readers, and other computer hardware, software, and peripherals and related services (including high-speed internet service), that Franchisee must purchase and use in accordance with Franchisor's specifications contained in the Brand Standards Manual or otherwise specified by Franchisor,

1 13 "Service Center" means the property from which the Franchised Business is operated, as more fully described within the Lease or Sublease (if applicable) and determined in accordance with Section 3 1,

1 14 "Sublease" means the sublease of the Service Center from Franchisor to Franchisee for a Store-in-Store Location, in the form of Attachment 3 hereto, as the same may be amended, modified, extended, renewed or replaced from time to time,

1 15 "System" means Franchisor's system for operating a Fast-Fix business The system includes specific standards and procedures and the Marks—all of which may be improved, further developed, or otherwise modified as well as those features described in this Franchise Agreement, and

1 16 "Territory" means the enclosed mall, shopping center or other retail location where the Franchised Business is located, as described on Attachment 2 hereto,

1 17 Other Definitions The following terms are defined in the following sections of this Franchise Agreement

Term	Section
ADA	7 2(a)
Anti-Terrorism Law	15 31(a)(i)
Arbitrable Disputes	13 5
Arbitration Rules	13 8(c)
Commencement Date	Introductory Paragraph
Co-op	4 3(e)
Customer Information	7 14
Customer List	7 14
Dispute Notice	13 8(b)
Effective Date	Introductory Paragraph
FAST-FIX Service Centers	Recitals
Final Dispute Notice	13 8(c)
First Notice	13 8(a)
Franchise Agreement	Introductory Paragraph
Franchise Operator	7 8(a)
Franchisee	Introductory Paragraph
Franchisee Parties	15 31(a)(i)
Franchisor	Introductory Paragraph
Gross Sales	4 4
Indemnified Parties	11 5
Initial Franchise Fee	4 1(a)
In-Line Store	Recitals
In-Store Marketing Program	4 3(b)
ISM Fee	4 3(b)

Kiosk	Recitals
Lease Assignment	7 1(b)
Local Advertising	4 3(a)
Owner	15 33
Modifications	7 2(c)
Store-in-Store Location	Recitals
Store-in-Store Location (Meijer)	Recitals
Store-in-Store Location (Walmart)	Recitals
Persons in Privity	13 6
Royalty Fee	4 2(a)
Term	2 4
transfer	10 1(a)

ARTICLE 2
FRANCHISE GRANT, LOCATION, TERRITORY, TERM

2 1 Grant of Franchise Subject to the terms and conditions of this Franchise Agreement, Franchisor hereby grants to Franchisee for the Term the right, and Franchisee hereby undertakes the obligation, to operate the Franchised Business in accordance with the System

2 2 Location of the Franchised Business Franchisee shall operate the Franchised Business only at the Service Center and not from or at any other location, whether on a permanent or temporary basis, even if such location is within the Territory

2 3 Territory From the date of this Franchise Agreement through the expiration of the Term or the earlier termination of this Franchise Agreement, for so long as Franchisee is not in default, Franchisor shall not itself operate—or grant a third party the right to operate— within the Territory a Fast-Fix business using the Marks or the System Notwithstanding the foregoing, Franchisor reserves for itself the rights set forth in Section 6 7 Such rights are superior to the rights of Franchisee under this Franchise Agreement

2 4 Term The initial term (the "Term") of this Franchise Agreement shall commence on the Commencement Date and shall expire on the tenth (10^{th}) anniversary of the Commencement Date, unless extended or sooner terminated in accordance with the terms and conditions hereof In the case of a franchise acquired from an existing Franchisee, the Term shall equal the remaining balance of the transferor's term, unless sooner terminated in accordance with the terms and conditions of the Franchise Agreement with the transferee

2 5 Renewal Subject to Franchisor's refusal rights pursuant to Section 2 6, Franchisee may request Franchisor to renew the franchise for three (3) additional terms of ten (10) years each by giving Franchisor notice of such request not later than twelve (12) months before the expiration of the then-current Term If consented to by Franchisor, such renewal will only become effective if all of the following conditions are satisfied

(a) That Franchisee has given Franchisor written notice, not more than 1 year and not less than 180 days before the date of renewal, of Franchisee's intention to renew,

(b) That, as of the date of Franchisee's request for renewal, no default under Section 12 1 has occurred (even if such default was cured), and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default under Section 12 1,

(c) That, as of the date of renewal, no default under Section 12 1 has occurred (even if such default was cured), and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default under Section 12 1,

(d) That, as of the date of renewal, Franchisee has signed and delivered to Franchisor the then-current FAST-FIX franchise agreement, and any related agreements required by Franchisor for new franchisees Such franchise agreement and related agreements may differ substantially from those of any previous franchise or other agreements, provided, that, in lieu of the then-current initial franchise fee, on execution of such franchise agreement, Franchisee shall pay to Franchisor only 50% of such initial franchise fee,

(e) That, if applicable, Franchisor and Landlord have agreed to an extension of the Master Lease with all required modifications, or, if Franchisee does not sign a Sublease, Franchisee's landlord has agreed to an extension of the Lease on terms acceptable to Franchisor,

(f) That Franchisee is current with all of its vendors and creditors,

(g) That Franchisee's Gross Sales during the 12 months immediately preceding the date of renewal is not less than 75% of the average Gross Sales over the same 12-month period for all of the franchises in the System within the United States (including company-owned outlets) that have been open for business for more than 24 months,

(h) That any alterations, modifications or renovations to the Service Center required pursuant to Section 7 1 have been completed, and

(i) That Franchisee has complied with any other conditions imposed by Franchisor

2 6 Franchisor's Right to Refuse Renewal Notwithstanding anything in this Franchise Agreement to the contrary, Franchisor may, in its discretion, refuse to renew the franchise for any reason, regardless of Franchisee's compliance with Section 2 5 However, if Franchisee has delivered timely notice of its request to renew in accordance with Section 2 5 and at such time Franchisor has not already notified Franchisee of its intention not to renew, Franchisor will use reasonable efforts to notify Franchisee of its intention not to renew no later than 180 days before the expiration of the Term If Franchisor allows the Franchisee to renew, the Franchisee shall be required to sign a general release as a condition of such renewal

2 7 Franchisor's Right to Extend Term Franchisor shall have the right, on notice to Franchisee, to extend the Term Such extension, if any, may be only to coincide with the then existing term of the Lease or Sublease, if applicable However, such right does not permit Franchisor to extend the Term for more than five years without the consent of Franchisee

ARTICLE 3
FRANCHISOR'S DUTIES

So long as such assistance and services are necessary to operate the Franchised Business and Franchisee is not in default under this Franchise Agreement, Franchisor shall assist and provide the following services to Franchisee

3 1 Site Selection and Acceptance If Franchisee has not suggested a site for the Service Center which Franchisor has approved before the execution of this Franchise Agreement, then Franchisor will furnish Franchisor's site selection criteria to Franchisee following the execution of this Franchise Agreement Franchisee shall be responsible for locating the site of the Service Center, subject to Franchisor's prior written approval If Franchisee has suggested a site which Franchisor has

approved before the execution of this Franchise Agreement, then the address of that site will be set forth on Attachment 2 hereto

3 2 Dislocation of Franchisee If Franchisee becomes dislocated from the Service Center prior to the expiration of the Term or earlier termination of this Franchise Agreement due to (a) the refusal of Franchisee's landlord to renew or extend the Lease through no fault of Franchisee, or (b) fire, flood or other disaster or accident affecting the Service Center, and at such time no default of this Franchise Agreement has occurred and is continuing (and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default of this Franchise Agreement), Franchisor, on Franchisee's request, shall assist Franchisee, at Franchisee's expense, in locating a new site for the Franchised Business Notwithstanding the foregoing, if there are less than two years remaining in the Term, Franchisor shall have the option, but not the obligation, to assist Franchisee in locating a new site for the Franchised Business On relocation, and to the extent that the exclusivity provisions of Section 2 3 hereof are in full force and effect and have not become void as provided for therein, such provisions shall, to the greatest extent possible, apply with respect to the relocated Service Center, having due regard for the rights of others which arose prior to relocation All costs and expenses associated either directly or indirectly with dislocation or relocation (including any costs incurred by Franchisor relating to the dislocation or relocation) shall be borne solely by Franchisee Franchisee must reopen the Franchised Business at the new location within the time period required by Franchisee's new or amended Lease Further, Franchisee shall be required to reimburse Franchisor its direct costs associated with the approval of a new location, such as site location or lease negotiation assistance, legal and accounting fees, travel expenses, and other out-of-pocket expenses

3 3 No Representations Regarding Service Center Franchisor's approval of a site for the Service Center (or, if subleased from Franchisor, its selection of the site) does not constitute a representation or warranty that the Franchised Business will be profitable or that Franchisee's sales will attain any predetermined levels Such approval is intended only to indicate that the proposed site for the Service Center meets Franchisor's minimum criteria for identifying sites Franchisee agrees that Franchisor's approval or disapproval of a proposed site for the Service Center shall not impose any liability or obligation on Franchisor of any kind Franchisor makes no representations about the site of the Service Center whatsoever

3 4 Specifications, Construction, Equipment, Fixtures, Initial Inventory As set more fully in Section 7 2 below, Franchisor shall make available to Franchisee its standard specifications and plans for the construction, trade fixtures, equipment, inventory, POS System, furnishings, decor, layout, and signs necessary for the Franchised Business

3 5 Basic Training Franchisor shall provide initial Service Center training for Franchisee and its pre-approved trainees at Franchisor's home office, at another franchisee's FAST-FIX Service Center (or such other location designated by Franchisor) as well as pre and post opening training at the Franchisee's FAST-FIX Service Center Franchisee is solely responsible for all costs and expenses relating to having Franchisee and its personnel attend such training, including travel, hotel and incidental expenses If Franchisor, in its judgment, determines that any trainee has failed to satisfactorily complete such training it may, at Franchisee's expense, retrain the failing trainee or allow Franchisee to hire a substitute trainee who must attend and satisfactorily complete such training In the event Franchisee fails to complete training to Franchisor's satisfaction, such failure shall act as a default under this Franchise Agreement Franchisee's manager or pre-approved trainees must sign a Nondisclosure and Noncompetition Agreement, in the form attached as Attachment 5 hereto

3 6 Grand Opening Assistance Franchisor will assist in the coordination of an opening promotion program

3 7 Brand Standards Manual Franchisor shall provide Franchisee with on-line access to the Brand Standards Manual, or other standard business policies and operations instruction materials

3 8 Continued Assistance and Support Franchisor may provide the following continued assistance and support, but has no obligation to do so

(a) Development Such special sales and repair techniques, merchandising, marketing and advertising research data and advice, and other operational items as may be developed from time to time by Franchisor and deemed by it to be helpful in the operation of the Franchised Business,

(b) Routine Assistance Consultation and advice by Franchisor's staff regarding routine operating matters, either by personal visit, telephone, mail as may from time to time be reasonably requested by Franchisee, and

(c) Special Assistance Special assistance with advertising, and consultation and advice regarding extraordinary and unusual operating matters or emergencies Notwithstanding any such assistance, Franchisee shall be solely responsible for the hiring, disciplining, supervising, promoting and firing of its employees and the establishment of their salaries Franchisee shall pay all travel, hotel and incidental expenses incurred by Franchisor with respect to personal visits, plus Franchisor's then standard fees for such visits (which are currently $1,000 per person per day) All such visits are limited by the availability of Franchisor's staff Franchisor shall not be held liable for any damages or losses incurred by Franchisee due to Franchisor's special assistance

3 9 Additional Training

(a) In the event that the Franchisee is granted the right to open a second or additional franchised location, Franchisee is required to attend and satisfactorily complete a multi-store training curriculum at Franchisor's corporate training facility (or such other location designated by Franchisor) no later than 30 days prior to the scheduled opening of the second or additional franchised location Franchisee is solely responsible for all costs and expenses relating to having its personnel attend such training, including travel, hotel and incidental expenses

(b) Franchisor retains the right, in its sole discretion, to hold periodic conferences to discuss sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures to improve and develop the Franchised Business at a location chosen by Franchisor Franchisee's attendance at such periodic conferences is mandatory Franchisor retains the right to charge Franchisee a fee for its attendance Franchisee is solely responsible for all costs and expenses related to its attendance at the conference, including travel, hotel and incidental expenses

3 10 Purchasing Plans Franchisee shall have the right to participate in system-wide purchasing plans that may be established by Franchisor from time to time

ARTICLE 4
FEES AND PAYMENTS

4 1 Initial Fees

(a) Initial Franchise Fee In consideration of the execution of this Franchise Agreement by Franchisor, Franchisee agrees to pay Franchisor an initial franchise fee (the "Initial Franchise Fee") of Forty Thousand Dollars ($40,000) The Initial Franchise Fee is due, fully earned by Franchisor and payable to Franchisor immediately on Franchisee's execution of this Franchise Agreement If Franchisee is a veteran participating in the International Franchise Association's VetFran Program, the Initial Franchise Fee will be reduced by 50%

(b) Multiple Franchises To encourage multiple Service Center development, for each additional Fast-Fix franchise that Franchisee opens, and as long as at the time of such opening Franchisee is not in default under this Franchise Agreement or any other agreement to which Franchisor and Franchisee are parties, Franchisee shall receive a discount of $5,000 from the then-current Initial Franchise Fee, as applicable Notwithstanding the foregoing, if any of Franchisee's FAST-FIX Service Center franchises are sold within six months of Franchisee's opening of an additional FAST-FIX Service Center for which Franchisee receives a discount, Franchisee shall immediately reimburse Franchisor for the discount by remitting to Franchisor the amount of $5,000 by wire transfer or cashier's check

(c) Lease Negotiation If Franchisee requests in writing Franchisor's assistance in reviewing the Lease (including any renewal of the Lease) and negotiating with Franchisee's landlord, Franchisee must reimburse Franchisor for its costs and expenses promptly on Franchisor's written request

4 2 Royalty Fees

(a) Royalty Fees In consideration of Franchisor executing this Franchise Agreement, Franchisee shall pay to Franchisor a continuing monthly royalty fee (the "Royalty Fee") equal to 6% of monthly Gross Sales No later than the 10th day of each month during the Term, Franchisee shall pay Franchisor the Royalty Fee for the prior month

(b) Minimum Royalty Fees For each calendar year commencing with the second full calendar year following the date of this Franchise Agreement, if the total Royalty Fees for such year are less than $14,400, Franchisee shall pay to Franchisor the difference between $14,400 and the total Royalty Fees actually paid for such year

(c) Overpayments/Underpayments In the event that the total Royalty Fees received by Franchisor in a calendar year are less than the total Royalty Fees actually due for such year as set forth on the related Annual Statement of Gross Sales and Operating Costs, Franchisee shall pay the difference along with accrued interest to Franchisor simultaneously with the delivery of the Annual Statement of Gross Sales and Operating Costs for such year In the event that the total Royalty Fees received by Franchisor in a calendar year are greater than the total Royalty Fees actually due for such year, as set forth on the related Annual Statement of Gross Sales and Operating Costs, the amount of such overpayment shall be credited against the next Royalty Fee paid to Franchisor

4 3 Advertising

(a) Local Advertising Unless a national advertising fund is established in accordance with Section 4 3(f) below, each month during the Term, Franchisee shall spend no less than 2% of its monthly Gross Sales on advertising and promotion undertaken in media directed primarily at Franchisee's local market area ("Local Advertising") Local Advertising does not include contributions to any promotions or media fund or other advertising

obligations pursuant to the Lease or Sublease, and such amounts shall be in addition to the costs of Local Advertising

(b) In-Store Marketing Program In addition to the Local Advertising obligations under Section 4 3(a), Franchisee shall participate in Franchisor's In-Store Marketing program (the "In-Store Marketing Program") by paying to Franchisor a continuing monthly fee (the "ISM Fee") No later than the 10th day of each month during the Term, Franchisee shall pay Franchisor the ISM Fee for the prior month The ISM Fee shall be equal to the latest amount specified by Franchisor and may increase from time to time as a result of an increase in Franchisor's advertising costs The ISM Fee currently is $150 per month for a Kiosk or a Store-in-Store, including Walmart or Meijer, or $175 per month for an In-Line Store The In-Store Marketing is a program created by Franchisor for the benefit of all franchisees and company-owned units Franchisor has the exclusive right to maintain and operate the In-Store Marketing The In-Store Marketing Program provides Franchisee with marketing and promotional materials (via electronic means or otherwise) at cost Any website maintained by Franchisee must conform to Franchisor's policies, and must be ADA-compliant

(c) Advertising Materials Franchisee shall advertise and promote the Franchised Business only under the Marks without any accompanying words or symbols except as otherwise required by law and approved by Franchisor All advertising materials (print, media or web-based) must be approved in advance by Franchisor Franchisee shall send a proposed copy of all advertising materials to Franchisor at least 15 days in advance of the proposed use date for Franchisor's approval Franchisor shall approve or disapprove within a 10 day period from receipt of complete advertising materials In the event Franchisor does not respond within such time frame, it shall be deemed as an approval Franchisor may withdraw approval of advertising materials at any time and Franchisee must cease using them on notification

(d) Advertising Statements Within 90 days after the end of each calendar year during the Term, Franchisee shall submit to Franchisor a signed, itemized statement specifying both the actual amount of Local Advertising expenditures made during such calendar year and the required amount of Local Advertising expenditures pursuant to Section 4 3(a) If the required amount of Local Advertising expenditures is greater than the actual amount of Local Advertising expenditures, Franchisee shall pay to Franchisor the difference along with such signed statement Such payments shall be in addition to the other amounts required to be paid by Franchisee pursuant to this Franchise Agreement and may be applied by Franchisor towards the purchase of advertising materials and programs offered by Franchisor

(e) Advertising Cooperative Franchisor and other FAST-FIX Service Center franchisees reserve the right to establish and administer an advertising coverage area to advertise the system on a local or regional basis and which will be contributed to by FAST-FIX Service Center franchisees in such amounts as determined by the cooperative (the "Co-op") Franchisor may require all FAST-FIX Service Center franchisees and Franchisor owned FAST-FIX Service Centers in the advertising coverage area to participate in the Co-op If Franchisee participates in the Co-op, Franchisee must contribute to the Co-op in such amounts as determined by the Co-op Each FAST-FIX Service Center operating in the advertising coverage area will have one vote If Franchisee participates in the Co-op,

Franchisee's Local Advertising requirement will be reduced by the amount contributed to the Co-op, up to the amount of the Local Advertising requirement

(f) National Advertising Fund Recognizing the value of advertising and marketing to the goodwill and public image of FAST-FIX Service Centers, Franchisor may establish and administer a national advertising fund for the advertising, marketing, and public relations programs and materials Franchisor deems appropriate and which will be contributed into only by Franchisor's franchisees If and when Franchisor notifies Franchisee that Franchisor is establishing such a national advertising fund, Franchisee agrees to contribute to the national advertising fund in the amounts that Franchisor prescribes from time to time, not to exceed 2% of Gross Sales, payable in the same manner as Royalty Payments The amount contributed will be in addition to any obligations imposed by the Lease or Sublease for promotional, media or other items of advertising If a national advertising fund is established, Franchisee will be required to participate, and Franchisee's Local Advertising requirement will be reduced to 1% of monthly Gross Sales while contributing to the national advertising fund

4 4 Gross Sales Defined The term "Gross Sales" means the entire amount of the sales price of all goods, wares, merchandise or services sold or rendered whether for cash, charge, credit card or time-sale basis (including all precious metal sales to refiners), without reserve or deduction for inability or failure to collect, including all orders for goods or services, whether by mail, telephone, internet or otherwise, and whether or not such order be filled from the Service Center or elsewhere, so long as Franchisee in the normal course of business would attribute such orders or sales to the Franchised Business The following shall not be included in Gross Sales

(a) the amount of refunds, allowances or discounts to customers, provided the same had been previously included in Gross Sales and provided further that if such refunds, allowances or discounts are in the form of credits to customers, such credits shall be included in Gross Sales when used by such customers in the future, and

(b) the amount of any excise or sales tax levied on retail sales and payable over to the appropriate governmental authority (but only to the extent actually paid when due to the appropriate governmental authority), provided that specific record is made at the time of each sale which clearly indicates that such amount is expressly charged to the customer

4 5 Statements

(a) Statements of Gross Sales and Operating Costs Franchisee shall deliver to Franchisor the following reports and statements along with any and all reports as may be required by Franchisor pursuant to the Brand Standards Manual or otherwise, in forms and at the times therein or otherwise

(i) no later than the Wednesday of each week during the first twelve months of the Term or such longer period that Franchisor may require, a report of the Gross Sales made in the preceding week, in the format specified by Franchisor in the Brand Standards Manual or otherwise,

(ii) within 10 days after the end of each calendar month during the Term, an email will be sent to each Franchisee disclosing the Gross Sales from the POS System The Franchisee will have two business days to dispute the amount of Gross Sales being reported to the Franchisee In the event the Franchisor cannot attain the Gross Sales information from the POS System, a report signed and attested to by

the Franchisee or by an authorized officer or agent of Franchisee, stating the Gross Sales made in the proceeding calendar month, in a format specified by the Franchisor in the Brand Standards Manual or otherwise, and

(iii) within 45 days after the end of each calendar year during the Term and after the end of the Term, an Annual Statement of Gross Sales and Operating Costs, with verification that

(A) Franchisee has examined such statement,

(B) Franchisee's examination included such tests of Franchisee's books and records as considered necessary or appropriate under the circumstances to reasonably ensure that such statement is free of material misstatement,

(C) such statement presents fairly in all material respects the Gross Sales and operating costs in the preceding calendar year, and

(D) the Gross Sales reflected on such statement are computed in compliance with the definition of Gross Sales contained in Section 4 4 and generally accepted accounting principles consistently applied

If Franchisee fails to timely deliver the Annual Statement of Gross Sales and Operating Costs, Franchisor shall have the right thereafter to employ an independent certified public accountant or other accounting specialist to examine such books and records of Franchisee as may be necessary to audit the Gross Sales for such calendar year, and within five days after demand by Franchisor, Franchisee shall pay all reasonable costs relating to such audit

(b) Tax Returns, Financial Statements Franchisee shall submit to Franchisor copies of its Federal and state income tax returns at the time such returns are filed with the appropriate tax authorities Within 60 days after the close of each calendar year during the Term, Franchisee shall deliver to Franchisor its annual financial statements, including its balance sheet and profit and loss statement, as well as such other statements, reports and records, along with sales receipts, concerning the financial or operating aspects of the Franchised Business as Franchisor from time to time directs All of the financial statements or other periodic reports required under this Franchise Agreement must be prepared to segregate the income and related expenses of the Franchised Business from those of any other business which may be conducted by Franchisee

4 6 No Waiver The acceptance by Franchisor of any required payments hereunder after the date due shall be without prejudice, and shall in no event constitute a waiver of Franchisor's rights to claim a deficiency of such payments or to audit Franchisee's books and records

4 7 Late Charges, Payment Obligation Each failure to pay monies when due is a material breach of this Franchise Agreement To encourage prompt payment and to cover the costs involved in processing late payments, if any payment under this Franchise Agreement or any other agreement between Franchisor and Franchisee is overdue for any reason, Franchisee shall pay Franchisor, on demand, in addition to the overdue amount, interest on such overdue amount from the date it was due until paid at a rate equal to the lesser of 18% per annum and the maximum rate permitted by law In addition to interest on overdue amounts, Franchisee shall pay late fees on demand of $50 for each payment that is more than 10 days overdue and for each monthly report that is more than 10 days overdue to cover Franchisor's administrative costs in

dealing with the late payment and late reporting All payments due to Franchisor by Franchisee are absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense or counterclaim whatsoever Unless expressly set forth herein, no payments made by Franchisee to Franchisor are refundable Franchisee's obligations under this ARTICLE 4 shall survive the expiration of the Term or earlier termination of this Franchise Agreement

4 8 Payment System Franchisor reserves the right to require the payment of Royalty Fees and other payments owed via certified bank draft or any automated or electronic payment methods prescribed by Franchisor from time to time, including electronic funds transfer, automatic debit, check fax or other system A duplicate dated sales slip shall be issued with each sale or transaction, whether for cash, credit or exchange, and Franchisee shall utilize, or cause to be utilized, a computerized POS System equipped with non-resettable sealed continuous totals or such other devices for controlling sales as Franchisor shall approve to record all cash sales Franchisor reserves the right from time to time to require Franchisee to upgrade or purchase a new POS System or terminals which will enable Franchisor to access Franchisee's records on demand via web or other electronic process Franchisee shall install all required updates to the POS System as they become available Franchisee shall cooperate with Franchisor to allow it an unrestricted right to retrieve such data and information from Franchisee's POS System as Franchisor directs

4 9 Books and Records Furthermore, Franchisee shall keep at the Service Center at all times from the date of this Franchise Agreement, full, complete and accurate books of account and records in accordance with generally accepted accounting principles consistently applied with respect to all operations of the Franchised Business, including the recording of Gross Sales and the receipt of all merchandise into and the delivery of all merchandise from the Service Center, and shall retain such books and records, copies of tax reports submitted to the appropriate taxing authorities, as well as copies of contracts, vouchers, checks, receipts of Gross Sales, dated cash register tapes and other documents and papers in any way relating to the operation of such business (all of which may collectively be referred to as "books and records"), for at least three calendar years from the end of the calendar year to which they are applicable, or, if any audit is required or a controversy should arise between the parties regarding the payments due hereunder, until such audit or controversy is terminated even though such retention period may be after the expiration or earlier termination of this Franchise Agreement Such books and records shall at all reasonable times during such retention period be open to the inspection of Franchisor or its duly authorized representatives, who shall have full and free access to such books and records and the right to require of Franchisee, its agents and employees, such information or explanation with respect to such books and records as may be necessary for a proper examination and audit thereof

4 10 Audit Franchisee covenants and agrees that Franchisee may be audited as required from time to time by Franchisor, at Franchisor's option, which audit may be performed by an independent certified public accountant or other accounting specialist as selected by Franchisor If any examination or audit of Franchisee's books and records shall disclose a liability for Royalty Fees or Local Advertising to the extent of 2% percent or more in excess of the payments theretofore computed and paid by Franchisee for the period being examined, Franchisee shall promptly pay to Franchisor the cost of such audit in addition to the unpaid Royalty Fees or Local Advertising (with interest from the date such unpaid amounts were due as required pursuant to Section 4 7) as well the cost of any follow-up audit If any examination or audit of Franchisee's books and records shall disclose such internal control deficiencies or inadequate disclosures as to not allow

an opinion to be rendered, Franchisee shall promptly correct such deficiencies or inadequacies and shall pay for the cost of such audit as well as any follow-up audit

4 11 Interest on Late Payments Any payment not received by us within 30 days following the due date will bear interest at 18% per annum or at the highest rate allowed by applicable law from the date payment was due The interest charges are intended to compensate us for the loss of the funds

4 12 National Convention Fee Deposits, National Convention Registration and Hotel Fees Franchisee shall pay to Franchisor a monthly National Convention Fee Deposit equal to $134 no later than the 10th day of each month during the Term Franchisor may change this amount, in its reasonable business discretion, after at least 15 days' written notice to Franchisee For each national convention organized by Franchisor, Franchisee shall pay a registration fee, per person, and a hotel fee for 1 room during the convention dates If Franchisee's accrued National Convention Fee Deposits are not sufficient to cover the registration and hotel fees, Franchisor shall have the right to debit Franchisee's bank account for the difference Franchisee shall be responsible for its and its attendees' travel, hotel and incidental expenses that are not covered by the registration and hotel fees If Franchisee attends the full program of, and stays at the designated hotel of, a national convention, any remaining unused National Convention Fee Deposits shall roll over for the following national convention or, subject to Franchisor's approval and in Franchisor's business judgment, may be reimbursed or applied to other expenses associated with the national convention, including travel, additional hotel and incidental expenses If Franchisee fails to attend the full program of, or fail to stay at the designated hotel of, a national convention, any of Franchisee's accrued National Convention Fee Deposits shall be forfeited to Franchisor on the closing date of the national convention If Franchisee is acquiring an existing FAST-FIX Service Center from a selling franchisee (transfer), Franchisor shall transfer any of the selling franchisee's accrued National Convention Fee Deposits as of the transfer closing date to Franchisee's account Any accrued National Convention Fee Deposits shall be forfeited on expiration, termination, or non-renewal of this Franchise Agreement, and/or the unauthorized closure of Franchisee's FAST-FIX Service Center

4 13 POS System Support Fee, POS System Non-Use Penalty Franchisee shall pay to Franchisor a monthly POS System Support Fee specified by the POS System supplier, no later than the 10th day of each month during the Term Franchisor shall arrange for submission of the POS System Support Fee to the POS System supplier If Franchisee fails to use the POS System then specified by Franchisor, Franchisee may require Franchisee to pay Franchisor, on demand, a non-refundable penalty equal to $250 per day of non-use

ARTICLE 5
LEGAL RELATIONSHIP OF THE PARTIES

5 1 Independent Entities Franchisor and Franchisee are each distinct businesses and independent legal entities, and nothing in this Franchise Agreement is intended to imply any master/servant, principal/agent, employer/employee or joint employer relationship Franchisee agrees that the Franchised Business is independently owned and operated

5 2 No Partnership, Etc Franchisor and Franchisee shall refrain from making any representation or creating any impression on any third party or the public that they are partners, associates, joint employers, joint venturers, subsidiaries, principal and agent, or are in any way the agents, fiduciaries or instrumentalities of each other in any sense Franchisor and Franchisee shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances

Franchisor has no employment or supervisory relationship with Franchisee's employees, and Franchisee has no employment or supervisory relationship with Franchisor's employees

5 3 No Authority To Bind Neither party hereto has the authority to bind or obligate the other with respect to any third party, except as expressly set forth herein

5 4 No Authority To Hire Neither party hereto has the authority to hire, fire or supervise the conduct of any employee or agent of the other Further, Franchisee shall have sole responsibility and authority, as to Franchisee's employees, concerning matters such as selection, promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions

5 5 No Tax Withholding Neither party hereto has the authority or the responsibility for collecting or withholding of any federal, state or municipal tax imposed on the other or which becomes due or assessable as a result of the business operations of the other

ARTICLE 6
MARKS

6 1 Grant of Use Franchisee may use the Marks, including such trademarks, logos, slogans or other service marks as Franchisor designates in writing from time to time, only in the conduct of the Franchised Business at the Service Center and in accordance with standards and specifications Franchisor determines from time to time, and for no other purpose Nothing in this Franchise Agreement shall be construed as an assignment or grant to Franchisee of any ownership interest in the Fast-Fix name or the Marks Except for the grant of use specified herein, Franchisor retains all rights, title and interest in and to the Fast-Fix name and the Marks Franchisee acknowledges that the Fast-Fix name, the Marks and the goodwill associated with them, are and shall remain, the sole and exclusive property of Franchisor

6 2 Fictitious Name Franchisee may use the Fast-Fix name only as an assumed or fictitious name, duly registered in accordance with the laws applicable in the state where the Service Center is located Franchisee may not use the Fast-Fix name or any of the Marks as any part of the legal name of any entity name (for a corporation, limited liability company, limited partnership, etc) registered in any state of the United States or in any foreign country

6 3 Sole Property of Franchisor Franchisee acknowledges and accepts that the authorization to use the Marks is temporary At no time shall Franchisee acquire any legal right or title to the Fast-Fix name or the Marks, whether by implied consent, prescriptive right or any other legal or equitable theory or principle of law Franchisee shall not attempt to acquire, register, use or establish any right or interest in the Fast-Fix name or the Marks (or any mark with phonetic or graphic similarity to those of Franchisor) by virtue of any "consent to use" registration or otherwise, and understands and agrees that any and all goodwill, recognition or reputation generated in connection with the Fast-Fix name or the Marks by Franchisee and all other franchisees of Franchisor in the conduct of their respective Franchised Businesses shall inure to the benefit of Franchisor and shall remain the sole property of Franchisor If, in any jurisdiction, Franchisee secures any rights whatsoever to any of the Marks not expressly granted under this Franchise Agreement, Franchisee shall immediately notify Franchisor and assign to Franchisor all of Franchisee's right, title and interest to the Marks not expressly granted under this Franchise Agreement Any and all goodwill associated with the Fast-Fix name or the Marks shall inure directly and exclusively to the benefit of Franchisor

6 4 Claims Against the Marks In the event of any claim of infringement, unfair competition or other challenge to Franchisee's right to use any of the Marks, or in the event Franchisee becomes aware

of any use of or claims to, any of the Marks by persons other than Franchisor or its franchisees, Franchisee shall promptly (but in no event more than 7 days later) notify Franchisor in writing Franchisee shall not communicate with anyone except Franchisor and its counsel in connection with any such infringement, challenge or claim except pursuant to judicial process Franchisor will have discretion as to whether it takes any action in connection with any such infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim relating to any of the Marks Franchisee must sign all instruments and documents, render any assistance, and do any acts that Franchisor's attorneys deem necessary or advisable in order to protect and maintain Franchisor's interest in any litigation or proceeding related to the Marks or otherwise to protect and maintain Franchisor's interests in the Marks Franchisee shall have no right to contest Franchisor's rights to the Marks and further indemnifies Franchisor for any misuse of the Marks by the Franchisee

6 5 Franchisor's Right to Modify the Marks If it becomes advisable at any time in the discretion of Franchisor to modify or discontinue the use of any of the Marks or use one or more additional or substitute names or Marks—including due to the rejection of any pending registration, revocation of any existing registration of any of the Marks, or the rights of senior users—Franchisee is obligated to do so promptly at his or her sole cost and expense on Franchisor's request

6 6 Franchisee's Permitted Use of the Marks Franchisee may not use the Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, Yelp®, Twitter®, Instagram®, YouTube®, or other similar electronic advertising or social media, without Franchisor's prior written consent Franchisee may not use any other trade name, trademarks or service marks at the Franchised Business, or in connection with the FAST-FIX Service Center, without the express written consent and direction of Franchisor Franchisee shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks

6 7 Franchisor's Reservation of Rights Except as expressly limited by Section 2 3 above, Franchisor and Franchisor's affiliates retain all rights with respect to FAST-FIX Service Centers, the Marks, the sale of similar or dissimilar products and services, and any other activities Franchisor deems appropriate whenever and wherever Franchisor desires Specifically, but without limitation, Franchisor reserves the following rights

(a) the right to establish and operate similar businesses or other businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions Franchisor deems appropriate,

(b) the right to provide, offer and sell and to grant others the right to provide, offer and sell products and services that are identical or similar to and/or competitive with those products and services provided at FAST-FIX Service Centers, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the internet or similar electronic media, or any other form of electronic commerce) both inside and outside the Territory and on any terms and conditions Franchisor deems appropriate,

(c) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions Franchisor deems appropriate,

(d) the right to operate, and to grant others the right to operate FAST-FIX Service Centers located anywhere outside the Territory under any terms and conditions Franchisor deems appropriate and regardless of proximity to the Service Center,

(e) the right to operate and grant others the right to operate FAST-FIX Service Centers at "Non-Traditional Sites" within and outside the Territory on any terms and conditions Franchisor deems appropriate "Non-Traditional Sites" are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including, without limitation, military bases, airports, stadiums, arenas, major industrial or office complexes, hotels, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, and sports or entertainment venues,

(f) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at FAST-FIX Service Centers, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory), and

(g) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at FAST-FIX Service Centers, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory

Franchisee may not use other channels of distribution, such as the internet or any other form of electronic commerce, catalog sales, telemarketing, or other direct marketing to make sales inside or outside the Territory Franchisor does not prohibit Franchisee from accepting orders outside of its Territory

ARTICLE 7
FRANCHISEE'S OBLIGATIONS

Franchisee agrees that Franchisor's special standardized design and decor, and uniformity of every component of Franchisor's system, and Franchisee's adherence to the Brand Standards Manual and other requirements of Franchisor are essential to the System Accordingly, Franchisee agrees to undertake the obligations set forth in this ARTICLE 7

7 1 Site Selection and Acceptance, Lease

(a) Site Selection Pursuant to Section 3 1 above, Franchisee agrees to use best efforts to find an acceptable site for the Service Center Franchisee must comply with all of Franchisor's specifications, requirements and restrictions for FAST-FIX Service Centers If Franchisee has not suggested a site which Franchisor has approved before the execution of this Franchise Agreement, then the following provisions will apply Franchisor may require Franchisee to submit maps, completed checklists, photographs, diagrams of the premises with measurements and other information and materials which Franchisor may reasonably require to evaluate Franchisee's proposed site Franchisor will visit the proposed site in order to evaluate its suitability one time free of cost If Franchisee requests that Franchisor visit the proposed site again or if Franchisor deems another visit necessary, Franchisee will pay all expenses associated with those additional visits It is of the essence of this Franchise Agreement that Franchisee select a site for the Service Center and obtain Franchisor's prior written approval for the site within 60 days following the Effective Date If Franchisee does not secure a site within the time limits and following the procedures specified in this Section 7 1, then this failure will be a material and incurable breach

of this Franchise Agreement which, unless Franchisor waives the breach, will entitle Franchisor to terminate this Franchise Agreement immediately on notice to Franchisee, with no opportunity to cure The site of the Service Center will be subject to Franchisor's prior written approval, and Franchisor's determination will be final

(b) Lease Franchisee must sign a Lease approved by Franchisor (or provide proof of ownership or an executed contract of sale) for the Service Center within 120 days following the Effective Date Franchisee must submit a copy of the proposed Lease for the Service Center and any related documents to Franchisor before Franchisee executes the Lease On Franchisee's written request, Franchisor will assist with reviewing the Lease and negotiating with Franchisee's landlord, subject to reimbursement for Franchisor's costs and expenses pursuant to Section 4 1(c) above The Lease will be subject to Franchisor's prior written approval, which Franchisor will not unreasonably withhold or delay, provided that Franchisor reserves the right to disapprove any lease not accompanied by a rider including all of the provisions in Attachment 6 hereto If Franchisor does not communicate its approval of the proposed within 20 business days following receipt by Franchisor, then the lease will be considered not approved In any Lease, Franchisee may not create any obligations or grant any rights against Franchisor or Franchisor's affiliates or agree to any term, condition or covenant which is inconsistent with this Franchise Agreement or any related agreement Franchisee agrees to timely perform all terms, conditions, covenants and obligations under the Lease Franchisee may not assign, transfer or encumber the Lease or sublet all or any part of the Service Center without Franchisor's prior written approval We require that the Lease or any renewal contain a provision which provides that the lease term is at least equal to the initial term or any renewal term of this Franchise Agreement, either through an initial term of that length or the right, at your option, to renew the lease for the full term of this Franchise Agreement When entering into the Lease, you and the landlord must sign our form of Conditional Assignment and Assumption of Lease (the "Lease Assignment") attached as Attachment 12 hereto You will give the landlord our form of the Lease Assignment when you begin discussions with the prospective landlord You agree not to sign any Lease or renewal of a Lease unless you have also obtained the Lease Assignment signed by the landlord

7 2 Construction of Service Center Prior to opening, the Franchised Business and the Service Center will be constructed or improved by Franchisee in the manner determined by Franchisor in its discretion

(a) Specifications Pursuant to Section 3 4 above, Franchisor will provide you with a sample layout for a prototype Kiosk, In-Line Store, or Store-in-Store Location, as applicable, and a set of typical preliminary plans and specifications for, and approved sources of supply of, the Service Center's fixtures, equipment, signs and/or other trade dress elements Franchisor reserves the right to be (and earn a profit as) an approved source or the only approved source of certain of the Service Center's fixtures, equipment and/or other trade dress elements If Franchisor has not specified a source of supply for any such item, then Franchisee may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which Franchisor has issued in the Brand Standards Manual or otherwise Franchisee must obtain Franchisor's advance written consent before deviating in any fashion from Franchisor's specifications

(i) All signs at the Service Center must conform to Franchisor's sign criteria, unless Franchisor otherwise consents in writing, for good cause Franchisee demonstrates

(ii) The sample layout and preliminary plans Franchisee furnishes Franchisor will not address the requirements of any federal, state or local law, code or regulation, including those of the Americans with Disabilities Act (the "ADA") or similar laws or rules Franchisee alone, working with Franchisee's architect or engineer (if applicable), are responsible for ensuring that the Service Center, as constructed, complies with all applicable laws, rules, regulations, ordinances, building codes, fire codes, permit requirements and the ADA Further, the sample layout and preliminary plans Franchisor furnishes Franchisee will not contain the requirements of, and may not be used for, construction drawings or other documentation necessary to obtain permits or authorizations to build and/or operate a specific FAST-FIX Service Center Franchisee agrees, at Franchisee's expense, to employ architects, designers, engineers or others necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Service Center

(iii) Franchisee must submit a complete set of Franchisee's proposed final plans and specifications to Franchisor and obtain Franchisor's written approval of them before Franchisee seeks to register them with any governmental or quasi-governmental agency or begin construction of the Service Center Franchisor's approval will be based on Franchisor's assessment of compliance with Franchisor's standards for new FAST-FIX Service Centers Franchisor will not assess compliance with federal, state or local laws, rules or regulations, including the ADA Franchisee's architect must certify to Franchisee in writing that the plans and specifications for the Service Center comply with the ADA, the architectural guidelines under the ADA, all applicable federal, state and/or local laws, rules and regulations for accessible facilities, and, all other applicable federal, state or local laws, rules and regulations (including building codes, fire codes and permit requirements) Franchisee must furnish Franchisor with a copy of this certification if Franchisor ever requests it

(iv) Franchisee agrees that any plans and specifications Franchisee prepares and submits to Franchisor will be Franchisor's property Franchisor, Franchisor's affiliates and any other franchisees to whom Franchisor gives these plans and specifications may use them without owing Franchisee any compensation or being liable to Franchisee in any way

(b) Construction After acquiring the site of the Service Center by Lease or Sublease, as applicable, Franchisee shall, at Franchisee's expense, and as applicable, either construct the Service Center at the site, or convert the existing premises at the site to become the Service Center, in conformity with the final plans and specifications which Franchisor has approved (as provided in Section 3 4) Franchisee must provide Franchisor with comprehensive information regarding all phases of the development process of the Service Center as Franchisor may require, such as weekly progress reports during construction or conversion, in the format Franchisor designates This information will include (without limitation and as applicable) the names, addresses and telephone numbers of Franchisee's architect, civil engineer, surveyor, general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each, copies of all permits, licenses, contractor's liability insurance certificates and other similar items required for the construction or conversion of the Service Center, and,

copies of all construction or remodeling contracts and documents, along with originals of all lien waivers These requirements will also apply to any construction, remodeling, renovation or refurnishing of the Service Center at any time after it opens

(i) Franchisor will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from the Service Center's design or construction Franchisee must obtain Franchisor's written approval for all changes to the Service Center's plans that Franchisee furnished to Franchisor pursuant to Section 7 2(a) above before implementing the changes Franchisee hereby grants Franchisor access to the Service Center while work is in progress Franchisor will visit the Service Center during its construction one time free of cost If Franchisee requests that Franchisor visit the Service Center during construction again or if Franchisor deems another visit necessary, Franchisee will pay all expenses associated with those additional visits Franchisor may require any reasonable modifications of the construction of the Service Center that Franchisor considers necessary or desirable in Franchisor's reasonable business judgment If Franchisee fails to promptly begin the design, construction, equipping and opening of the Service Center with due diligence, Franchisor may elect to terminate this Franchise Agreement immediately on notice to Franchisee

(ii) When construction is complete and before Franchisee opens the Service Center, Franchisee's architect and general contractor must provide Franchisor with a certificate stating that the as-built plans for the Service Center fully comply with the ADA, the architectural guidelines under the ADA, and, all other laws, rules, regulations, codes and ordinances applicable to the Service Center

(iii) Franchisor will have the right, but not the obligation, to conduct a final inspection of the completed Service Center before it opens Franchisor may require any corrections and modifications Franchisor considers reasonable and necessary to bring the Service Center into compliance with the plans and specifications Franchisor approved The Service Center will not be allowed to open if the Service Center does not conform to the approved plans and specifications, including changes thereto that Franchisor may approve

(c) Modifications Following the opening of the Franchised Business, except as specifically authorized by Franchisor, Franchisee shall not alter the appearance of the improvements or the Service Center Franchisee will maintain the Franchised Business, its property and the Service Center as may be required by Franchisor or Landlord at any time and from time to time To such end, the Franchised Business will be repaired, renovated, remodeled, replaced and altered (collectively, the "Modifications") as required by Franchisor or Landlord using an approved contractor, and Franchisee will cooperate fully with all parties in connection with the Modifications Franchisee shall be solely responsible for the actual costs incurred for the Modifications All Modifications performed pursuant to this Franchise Agreement shall at all times be in accordance with the terms of the Lease or the Master Lease and Sublease, as applicable, or as otherwise required by Franchisor, Franchisee's landlord, or Landlord, as applicable

7 3 Opening Franchisee must fulfill all of the pre-opening obligations and open the Service Center no later than 180 days following the Effective Date Franchisee will not be allowed to open the Service Center without Franchisor's written approval, which Franchisor will not unreasonably withhold In order to obtain Franchisor's approval to open, Franchisee must obtain all required

state, local and other required government certifications, permits and licenses, furnish to Franchisor copies of all such required permits and licenses, furnish to Franchisor copies of all insurance policies required under this Franchise Agreement or by the Landlord, attend and successfully complete the initial training to Franchisor's satisfaction (as provided in this Franchise Agreement), pay Franchisor or Franchisor's affiliates any amounts due through the date that Franchisee requests Franchisor's approval to open, execute all agreements required for opening, not be in default under any agreement with Franchisor or any affiliate of Franchisor, not be in default under, but instead be current with, all contracts or agreements with Franchisee's principal vendors, suppliers and other business creditors (including Franchisee's landlord, Franchisor and Franchisor's affiliates), and, otherwise comply in all respects with the pre-opening obligations set forth in this Franchise Agreement

7 4 Signs Franchisee agrees to maintain a display sign at its Service Center bearing the words "THIS LOCATION IS AN INDEPENDENTLY OWNED FRANCHISE OF JEWELRY REPAIR ENTERPRISES" Franchisee agrees to display Franchisor's names and the Marks at the Service Center as set forth in the Brand Standards Manual Franchisee agrees to maintain and display signs reflecting the current image of Franchisor in the color, size, design and location (subject to the necessary approval by the Landlord) as set forth in the Brand Standards Manual Franchisee shall not place additional signs or posters on the Service Center without the prior consent of Franchisor

7 5 Equipment Franchisee must acquire through approved suppliers by purchase or lease, Franchisor's current standard initial order of, specified machinery, equipment, furnishings, signs and other personal property (the "equipment") which shall be used by Franchisee in the operation of the Franchised Business as set forth in the Brand Standards Manual or as otherwise directed by Franchisor No exceptions will be made from Franchisor's then standard initial order of products Franchisee agrees to maintain the equipment in excellent working condition As items of equipment become obsolete or mechanically impaired to the extent that they require replacement, Franchisee will replace such items with either the same or substantially the same types and kinds of equipment as are being utilized in other franchisees' franchised businesses at the time replacement becomes necessary If Franchisor reasonably determines that additional or replacement equipment is needed because of a change in technology or customer demand, Franchisee will install the additional equipment or replacement equipment within the reasonable time specified by Franchisor All equipment used in the Franchised Business shall meet Franchisor's specifications

7 6 Stationery and Business Cards Franchisee's stationery and business cards shall be in the formats specified by Franchisor in the Brand Standards Manual or otherwise, and must bear Franchisor's logo, Franchisee's name, address and telephone number, the line "Franchisee of Jewelry Repair Enterprises" and either of the lines "Each Fast-Fix location is Independently Owned and Operated," or "Independently Owned and Operated by (name of Franchisee)" Franchisor will furnish to Franchisee samples or mats of Franchisor's logo for this purpose, as well as for use in Franchisee's local advertising Franchisee shall furnish to Franchisor, not later than 14 days after the procurement by Franchisee of the stationery and business cards referred to in this Section 7 6, a copy or sample of each such item

7 7 Attire The individual Franchisee and all of Franchisee's employees, when at the Service Center, shall wear the distinctive "Fast-Fix" uniforms or other approved attire as specified by Franchisor Franchisee shall ensure that there is on hand at all times sufficient uniforms to outfit all employees, and shall take all necessary action to ensure that the uniforms are worn as Franchisor

directs Franchisor reserves the right to change the style, appearance or name on the uniforms, and Franchisee shall be required to promptly implement any such changes

7 8 Franchisee's Performance

(a) Unless otherwise agreed to by Franchisor, a Franchise Operator must personally participate in the operation of the Franchised Business A Franchise Operator or Franchisee's approved designee shall devote, on a full-time basis, his or her best efforts for the productive operation of the Franchised Business and for advancing the interests of the franchise For the purposes of this Franchise Agreement, "Franchise Operator" means (i) if Franchisee is an individual, such individual, (ii) if Franchisee is an entity, an individual with a direct or indirect equity interest of at least 25% in such entity Franchisee agrees to sign a Personal Guaranty Agreement for the Franchised Business in the form of Attachment 8 hereto

(b) Franchisee agrees to sell or service only jewelry, watches, giftware, electronic handheld devices and other items as approved by Franchisor and in conformity with the use clause of the Lease, Master Lease or Sublease (if applicable), to follow all specifications of Franchisor as to sale or service, and to sell or service no items or any other merchandise of any kind which would tend to bring Franchisor, Franchisee or the Marks into disrepute or public scorn

(c) Franchisee shall not sell or service any prohibited items under any Lease, Master Lease or the Sublease Franchisee acknowledges that there is no restriction, and Franchisor makes no recommendation, with respect to the number, character, or type of individuals to be serviced by Franchisee, and Franchisee is free to deal with consumers from all segments of the general population

7 9 Suppliers

(a) Initial Source of Supply Franchisee must purchase from approved suppliers Franchisor's standard initial order of equipment, inventory and trade fixtures, as set forth in the Franchisor's documents delivered to you No exceptions will be made from Franchisor's then standard initial order of equipment, inventory and trade fixtures

(b) Approved Specifications and Sources of Supply Franchisee shall purchase or lease goods, services, equipment, supplies, fixtures, computer hardware and software, inventory, stationary, business cards, uniforms, advertising materials, and any other products and services used to establish and operate the Franchised Business solely from manufacturers and suppliers Franchisor authorizes in writing, as well as in accordance with any specifications that Franchisor authorizes in writing Franchisor may revoke such authorization at any time in writing Franchisor may designate itself, or an affiliate, as a supplier, or the exclusive supplier, of any of the products or services used to establish and operate the Franchised Business

(c) Alternate Suppliers If Franchisee proposes to purchase equipment, supplies, inventory or other products or services from an unapproved supplier, Franchisee shall submit to Franchisor a request for such approval As conditions of its approval, which it may grant or withhold in its discretion, Franchisor may require that (i) a Dun & Bradstreet financial and business report (or similar report) concerning a proposed supplier be furnished to Franchisor, (ii) Franchisor be permitted to perform specification verification and testing, or (iii) samples from alternate suppliers be delivered to Franchisor or a designated

independent testing laboratory for testing Franchisee will pay a charge not to exceed the actual cost of the testing Notwithstanding the foregoing, Franchisor will not unreasonably withhold the approval of such suppliers as long as the products or services conform to the appearance, quality, and uniformity standards and other specifications of Franchisor If Franchisee does not receive written approval or disapproval within 30 days after Franchisor receives the request for such approval, such request shall be deemed disapproved

(d) Franchisor's Revocation of Approval of a Supplier If it at any time Franchisor determines that the products or services of a supplier no longer conform to the appearance, quality and uniformity standards or other product specifications of Franchisor, Franchisor may, at its option, either immediately revoke such supplier's approval or, in the alternative, advise the supplier in writing of product deficiencies and give the supplier a reasonable time to cure such deficiencies before approval is revoked

7 10 Right of Entry and Inspection

(a) Inspections Franchisee shall permit Franchisor or its representatives to enter the Service Center or the office of Franchisee at any time during normal business hours to conduct inspections Franchisee shall cooperate fully with Franchisor or its representatives in such inspections by rendering such assistance as they may reasonably request and by permitting them, at their option, to observe the manner in which Franchisee is selling products and rendering services, to monitor sales volume, to conduct a physical inventory, to confer with Franchisee's employees and customers, and to remove samples of any products, supplies and materials in amounts reasonably necessary to return to the office of Franchisor for inspection and record-keeping The inspections may be conducted without prior notice at any time when Franchisee or one of its employees is at the Franchised Business The inspections will be performed in a manner which minimizes interference with the operation of the Franchised Business Franchisee shall pay all travel, hotel and incidental expenses incurred by Franchisor, plus Franchisor's then standard fee for such inspections (which is currently $1,000 per person per day), in connection with any visit or inspection made by Franchisor (i) to confirm whether a default under this Franchise Agreement has been satisfactorily cured or has not reoccurred, (ii) to confirm the occurrence of any default under this Franchise Agreement that it reasonably believes to have occurred, (iii) that results in Franchisor's discovery of a default under this Franchise Agreement, or (iv) to assist or supervise the curing of any default under this Franchise Agreement

(b) Correcting Deficiencies On notice from Franchisor, and without limiting Franchisor's other rights under this Franchise Agreement, Franchisee shall take such steps as may be necessary to correct immediately any deficiencies detected during such inspections, including immediately desisting from the further use of any equipment, advertising, materials, products, supplies or other items that do not conform to Franchisor's then-current requirements In the event Franchisee fails or refuses to correct such deficiencies, Franchisor shall have the right, without any claim to the contrary by Franchisee, to enter the Service Center or the office of Franchisee without being guilty of trespass or any other tort, for the purposes of making or causing to be made such corrections as may be required All such corrections are at the expense of Franchisee, and Franchisee shall pay them on demand

7 11 Operational Requirements Franchisee agrees that it will operate its business in accordance with the standards, specifications and procedures set forth by Franchisor in the Brand Standards Manual or otherwise, which standards, specifications and procedures may be updated or modified from time to time as determined by Franchisor is its discretion Without limiting the foregoing, Franchisee agrees to

(a) Record all Gross Sales on the approved POS System,

(b) Comply with the procedures and systems instituted by Franchisor both now and in the future, including those relating to sales, good business practices, advertising and other obligations and restrictions,

(c) Maintain in sufficient supply (as Franchisor may prescribe in the Brand Standards Manual or otherwise in writing), and use at all times, only such inventory, equipment, materials, advertising methods and formats, and supplies in conformity with Franchisor's standards and specifications, if any, at all times sufficient to meet the anticipated volume of business, and refrain from deviating therefrom without Franchisor's prior consent,

(d) Adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers, employees, independent contractors, Franchisor and the public,

(e) Purchase and install, at Franchisee's expense, all fixtures, furnishings, signs and equipment as Franchisor may reasonably specify from time to time Franchisee agrees to refrain from installing or permitting to be installed on or about the Service Center (unless submitted in writing to Franchisor prior to purchase and installation and approved in writing by Franchisor) any products, fixtures, furnishings, signs, cards, vending machines, pinball machines, electronic or video games, lottery ticket terminals, promotional literature, equipment or other items and service concepts not previously specifically approved,

(f) Operate the Service Center on all days and hours permitted under your Lease or Sublease, unless we have otherwise approved in advance in writing, and

(g) Attend annual regional meetings and periodic national conventions organized by Franchisor Travel, hotel and incidental expenses, other than those covered by national convention registration and hotel fees, are to be borne by Franchisee

7 12 POS System Before commencing to operate the Franchised Business, Franchisee shall procure, and install at the Service Center, the POS System Franchisor shall designate the supplier or suppliers from whom Franchisee must purchase the various items constituting the POS System At Franchisor's request, Franchisee shall provide any assistance Franchisor requires to bring the POS System "on-line" with Franchisor's computer at Franchisor's headquarters Franchisor thereafter has the free and unfettered right to retrieve such data and information from Franchisee's POS System as Franchisor, in its discretion, deems necessary, desirable or appropriate Franchisee is exclusively responsible for the cost of such retrieval The POS System will be used to maintain and collect all customer and sales information for the Franchised Business, including the Customer Information All of the foregoing items specified to be installed or purchased, or acts specified to be undertaken by Franchisee, and the delivery of all hardware and software, are at Franchisee's sole expense Franchisor may, from time to time, require that Franchisee add memory, ports and other accessories or peripheral equipment, as well as new computer hardware (including point-of-sale terminals, cash drawers, receipt printers, and touch

screens), or additional, new, or substitute software to the original POS System purchased by Franchisee Franchisor may furthermore, from time to time, require Franchisee to replace or upgrade the entire POS System with a larger or more advanced system capable of assuming and discharging all the computer-and point-of-sale-related tasks and functions Franchisor specifies To ensure full operational efficiency and communication capability between Franchisor's computers and those of all franchised businesses, Franchisee shall, at its expense, keep the POS System in good maintenance and repair Additionally, the Franchisee shall not have the right to add or adopt any software or hardware to the POS System or any operating browser without the expresses written permission from the Franchisor Franchisee shall pay Franchisor for the cost of support for the POS System Franchisor will remit all payments related to the cost of support for the POS System to the POS supplier on Franchisee's behalf Payments related to the cost of support for the SOS System may be adjusted periodically based on price increases and additional services provided On the expiration or sooner termination of this Franchise Agreement, Franchisee shall (a) return in good condition (reasonable wear and tear excepted) all software, disks, tapes and other magnetic storage media Franchisor provides to Franchisee (if any) and (b) delete all software and applications relating to the foregoing from all memory and storage Credit Cards and Other Methods of Payment Franchisee shall, at all times, maintain credit card relationships with VISA, MasterCard, American Express, Diners Club, Discover and such other credit and debit card issuers or sponsors, check verification services, financial center services, and electronic fund transfer systems as Franchisor may designate in order that Franchisee may accept customers' credit and debit cards, checks, and other methods of payment Franchisor reserves the right to require the addition or deletion of credit card relationships and other methods of payment Franchisee shall comply with all credit card policies of Franchisor including minimum purchase requirements for a customer's use of a credit card Franchisor may select the third party service vendor for on-line processing Franchisee must adhere to the Payment Card Industry (PCI) Data Security Standards for credit card processing It is solely the responsibility of the Franchisee to research and understand all the rules and regulations to remain compliant with these standards

7 13 Customer Surveys, Customer List On the reasonable request of Franchisor, Franchisee shall present to customers such evaluation forms as are periodically prescribed by Franchisor and shall participate or request his or her customers to participate in any marketing surveys performed by or on behalf of Franchisor Franchisee shall also maintain a current customer list (the "Customer List") containing as to each and every customer such customer's name, address, telephone number, zip code (9 digits) and email address (the "Customer Information"), and supply a copy of the Customer List to Franchisor on a quarterly basis The Customer List shall and will always be the sole property of Franchisor Franchisee agrees that the Customer List shall remain confidential and abide by all state and federal privacy laws related to the Customer List On termination or expiration of this Franchise Agreement, the Customer List shall be returned to Franchisor within 5 business days

7 14 Employment Policies Franchisee is solely responsible for all labor and employment related-matters and decisions related to the Franchised Business, including hiring, firing, promoting, demoting and compensation (including through wages, bonuses, or benefits) its employees Franchisee must ensure that its employees are qualified to perform their duties in accordance with the Brand Standards Manual Franchisor does not require Franchisee to implement any employment-related policies or procedures, or security-related policies or procedures, that Franchisor, at its option, may make available to Franchisee in the Brand Standards Manual or

otherwise for Franchisee's optional use Franchisee shall determine to what extent, if any, these policies and procedures may be applicable to its operations

ARTICLE 8
COVENANTS NOT TO COMPETE, CONFIDENTIAL INFORMATION, BRAND STANDARDS MANUAL

8 1 Confidential Information Franchisee shall at all times treat and maintain the Confidential Information as confidential Franchisee will not make unauthorized copies of any portion of the Confidential Information regardless of whether it is disclosed in electronic medium, written or other tangible or intangible form Any paper copies of the Brand Standards Manual, at all times, shall be kept in a secure area within the Service Center Franchisee shall strictly limit access to the Confidential Information to the employees of Franchisee, to the extent they have a "need to know" in order to perform their jobs Franchisee shall not to disclose to anyone, nor use or exploit for its own purposes or benefit, any Confidential Information This covenant shall survive the expiration of the Term or earlier termination of this Franchise Agreement Franchisee shall immediately report to Franchisor the theft, loss or destruction of any paper copies of the Brand Standards Manual or other confidential materials or any portion thereof On the theft, loss or destruction of any paper copies of the Brand Standards Manual, replacement copies, if sought by Franchisee and if then being made available by Franchisor, will be loaned to Franchisee by Franchisor at a fee of $200 per copy A partial loss shall be considered a complete loss Franchisee shall not at any time without Franchisor's prior consent, copy, record or otherwise reproduce any of the Confidential Information, in whole or in part All persons whom Franchisee permits to have access to the Brand Standards Manual or any other Confidential Information, unless they have already signed and delivered such agreement, shall first be required by Franchisee to sign and deliver to Franchisor Franchisor's standard form of Nondisclosure and Noncompetition Agreement, a copy of which is attached as Attachment 5 hereto Franchisee must obtain signed Nondisclosure and Noncompetition Agreements, in the form of Attachment 5 hereto, from all persons with an ownership or voting interest in Franchisee and certain key persons employed by Franchisee whom receive or will receive any training by Franchisee or Franchisor which is directly or indirectly related to the System, and send Franchisor a copy of each such Nondisclosure and Noncompetition Agreement on demand

8 2 Periodic Revisions From time to time Franchisor may revise and change the contents of the Brand Standards Manual and other instructional material Franchisee agrees to comply with each new or changed provision beginning immediately (or such longer time as specified by Franchisor) after notice from Franchisor Providing Franchisee with an e-mail notification or posting the revision or change of the Brand Standards Manual on Franchisor's intranet site is considered delivery of notice for purposes of this Section 8 2 Revisions to the Brand Standards Manual shall be based on what Franchisor, in its discretion, deems is in the best interests of the System, including to promote quality, enhance goodwill, increase efficiency, decrease administrative burdens, or improve profitability of Franchisor or its franchisees Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based on the peculiarities of the particular site or circumstances, landlord requirements, business potential, population of trade area, existing business practices or any condition which Franchisor deems to be of importance to the successful operation of such franchisee's franchised business Franchisee shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation under this Franchise Agreement Franchisee shall at all times ensure that any paper

copies of the Brand Standards Manual in its possession contain all updates received by Franchisee from Franchisor In the event of any dispute as to the contents of the Brand Standards Manual, the terms contained in the master copy of each of the Brand Standards Manual and other instructional material maintained by Franchisor at Franchisor's home office shall be controlling

8 3 Prior Information Franchisee further acknowledges that all Confidential Information, if any, received prior to the date of this Franchise Agreement was unknown to it, him or her except through disclosure by Franchisor in connection with the grant of a Franchise, and that the marketing practices and operating procedures developed by Franchisor and franchised to Franchisee for the operation of the Franchised Business are important for the success of the system To the extent Franchisee receives any Confidential Information, and Franchisee does not object in writing to Franchisor within 30 days thereafter that any or all of the information comprising the Confidential Information should not be considered Confidential Information, then Franchisee shall be deemed to have irrevocably waived his or her right to make any such objection

8 4 Restriction on Additional Business During the Term, neither Franchisee nor its Affiliates or Owners, may be engaged in a Competitive Business whether located inside or outside the Territory This restriction is imposed to protect the integrity of and the goodwill attached to the Marks and the System, to associate Franchisee closely with the franchise, to avoid possible conflicts of interest, and to prevent the dilution or diminution of Franchisee's operation which would result if it, his or her efforts were to be divided between advancing the interests of this franchise and of any other franchise or of any products or other services, and which would also tend to reduce the Royalty Fees to be paid by Franchisee

8 5 Non-Compete Franchisor shall acquaint Franchisee with Franchisor's products, sales methods and other business methods, as well as the use of equipment and supplies generally, and wishes to be protected from having this information used by competitors If franchisees were permitted to hold interests in any Competitive Business, Franchisor would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among franchisees within the System Accordingly, Franchisee covenants that from the date of this Franchise Agreement through the 24 month period following the expiration of the Term or earlier termination of this Franchise Agreement, except as otherwise approved in writing by Franchisor, Franchisee or any Owner or Affiliate will not, directly or indirectly

(a) solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any business affiliate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor,

(b) as owner, officer, director, employee, agent, lender, broker, consultant, franchisee or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business located within a radius of 25 miles of any other Fast-Fix franchise (including company-owned outlets) (provided that this restriction shall not apply to a 5% or less beneficial interest in a publicly held corporation),

(c) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Franchisor or any of its other franchisees,

(d) direct any prospective or existing business or economic opportunities away from Franchisor, its affiliates, or any other FAST-FIX Service Center franchisee or its Affiliates, to a Competitive Business, wherever located or operating, or

(e) perform any act prejudicial or injurious to the goodwill associated with the Marks

8 6 Reasonableness of Provisions Franchisee acknowledges and confirms that the scope of the activities prohibited in this ARTICLE 8, as well as length of the term and geographical restrictions contained in this ARTICLE 8, are necessary to protect Franchisor's legitimate business interests and are fair and reasonable and not the result of overreaching, duress or coercion of any kind If Franchisee is an individual, Franchisee further acknowledges and confirms that his or her full, uninhibited and faithful observance of each of the covenants contained in this ARTICLE 8 will not cause any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this ARTICLE 8 will not impair his or her ability to obtain employment commensurate with his or her abilities and on terms fully acceptable to him or her or otherwise to obtain income required for the comfortable support of himself or herself and his or her family, and the satisfaction of the needs of his or her creditors Franchisee acknowledges and confirms that its special knowledge of the Franchised Business (and anyone acquiring such knowledge through Franchisee) is such as would cause Franchisor and its franchisees serious injury and loss if it, he or she (or anyone acquiring such knowledge through Franchisee) were to use such knowledge to the benefit of a competitor or were to compete with Franchisor or any of its franchisees

8 7 Severability In the event that any court shall finally hold that the time or territory or any other provision stated in this ARTICLE 8 constitutes an unreasonable restriction on Franchisee, Franchisee agrees that the provisions of this Franchise Agreement shall not be rendered void, but shall apply as to time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved In the event of a breach of the provisions of this ARTICLE 8, the term of the non-compete provisions shall be tolled during any period which Franchisee is in breach of such provisions

8 8 Franchisor's Right to Reduce Scope Without Franchisee's consent, Franchisor, in its discretion, may reduce the scope of any covenants set forth in this ARTICLE 8 Any such reduction is effective immediately on Franchisor's delivery of notice Franchisee shall comply immediately with any covenant as so modified Such modified covenant is fully enforceable to the extent permitted by applicable law

8 9 Florida Statute Pursuant to Subsection (1)(f) of Florida Statute 542 335 ("Valid Restraints of Trade or Commerce"), Franchisor's assignees and successors are expressly authorized by Franchisee and Franchisor to enforce the restrictive covenants in this ARTICLE 8

ARTICLE 9
LICENSES

9 1 Licenses and Permits It shall be Franchisee's sole responsibility to obtain any and all licenses, permits, authorizations or certifications required to operate the Franchised Business at the Service Center

9 2 Assistance From Franchisor Franchisor shall use reasonable efforts to provide whatever data or information it has which Franchisee may need to obtain any license, permit, authorization or certification required to operate the Franchised Business at the Service Center, but shall not be listed as the owner or operator of the Franchised Business on any license, permit, authorization or certificate or any application therefor

ARTICLE 10
ASSIGNMENTS

10 1 Personal Rights

(a) The rights and duties set forth in this Franchise Agreement are personal to Franchisee Franchisor is entering this Franchise Agreement in reliance on Franchisee's and its owners' business and personal skill, reputation, aptitude, and financial capacity Accordingly, unless otherwise expressly permitted by this Franchise Agreement, without Franchisor's prior consent, Franchisee shall not sell, assign, convey, or otherwise dispose of—voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise—this Franchise Agreement or any direct interest in this Franchise Agreement For the purposes of this ARTICLE 10, and other related provisions of this Franchise Agreement, the terms "transfer" or "assign" refer to any of the preceding actions Franchisor may grant or withhold its consent to any transfer or assignment in its discretion

(b) Further, if Franchisee is a corporation, limited liability company, limited partnership, or other entity, Franchisee shall provide Franchisor with prior notice of any proposed transfer or assignment of voting or ownership interests therein A transfer or assignment of any such voting or ownership interests—individually or in the aggregate, directly or indirectly—is considered a transfer of an interest in this Franchise Agreement by Franchisee, as is a transfer or assignment of all or substantially all of Franchisee's assets Any purported or attempted transfer or assignment by Franchisee—by operation of law or otherwise—in violation of this Franchise Agreement is null and void, and a material breach of this Franchise Agreement

(c) Except as expressly permitted under Section 15 17, neither Franchisee nor its owners (or their respective owners) may create, permit, or suffer a lien against, nor pledge, mortgage, hypothecate, grant a security interest in, or in any manner encumber this Franchise Agreement (or any interest herein) or any of Franchisee's other assets used in connection with the Franchised Business or any of the voting or ownership interests in Franchisee (or in any owner of Franchisee) Any act described in the foregoing sentence is considered a transfer or assignment of an interest in this Franchise Agreement by Franchisee

10 2 Permitted Transfers In addition to any other conditions Franchisor may impose, unless all the following conditions are satisfied to Franchisor's satisfaction —any of which Franchisor, in its discretion, may waive—Franchisor need not consent to a transfer or assignment of any interest in this Franchise Agreement

(a) The proposed assignee meets Franchisor's then-current standards for evaluating prospective purchasers of new franchises, including the proposed assignee's demonstration, that it, or its owners, as applicable (i) possess the business and personal skills, reputation, and financial capacity Franchisor requires, (ii) has properly assumed, and has the financial and professional ability to comply with, all of Franchisor's obligations relating to the Franchised Business, and (iii) possess good character and will enhance the System and the public goodwill relating thereto,

(b) The terms relating to the assignment or transfer have been provided to Franchisor at least 30 days prior to the scheduled closing date and the closing statement or other related closing documentation have been provided to Franchisor at least 3 days prior to the scheduled closing date, in each case for its review to ensure that Franchisor is satisfied

that such terms meet its minimum requirements with respect to the financial ability of the assignee to operate, and such terms and documents have not materially changed without the consent of Franchisor after such terms and documents were provided to Franchisor,

(c) Franchisee provides at least 30 days prior notice of such transfer or assignment to all of its suppliers and vendors,

(d) Payment of all outstanding debts by Franchisee including all payments owing to Franchisor, Landlord, suppliers, vendors, leasing companies, and governmental taxing and licensing authorities,

(e) Cure by Franchisee of any and all defaults and non-compliance under this Franchise Agreement, the Sublease or the Brand Standards Manual or other instructional material,

(f) Execution of the then-current form of franchise agreement and sublease by the proposed assignee, which forms may contain materially different terms than those being entered simultaneously with this Franchise Agreement, including higher Royalty Fees, the term of the transferred franchise agreement will include the remaining unexpired term of the assignor,

(g) Payment by the proposed assignee of the then-current transfer fee (currently $5,000),

(h) Satisfactory completion of the basic training described in Section 3 5 by the proposed assignee and other required personnel and payment of the then-current Franchisor's fee for training (currently $7,500),

(i) Execution of an acknowledgment or receipt by proposed assignee as to a receipt by assignee of the applicable franchise disclosure documents at least 14 days prior to any such proposed assignment or the payment of any consideration therefore,

(j) Receipt of all information requested by Franchisor to evaluate the proposed assignee, including its financial statements, the management, business and educational experience, and financial status,

(k) Execution of a general release of any and all claims by Franchisee and its owners as well as the transferee and transferee's owners in favor of Franchisor, its Affiliates, and their respective shareholders, officers and directors,

(l) Compliance by Franchisee with Section 10 11 and Franchisor not exercising its right of first refusal,

(m) If required, renovation of the Service Center to conform to Franchisor's or Landlord's then-current standard for franchises,

(n) Franchisee's landlord must consent in writing to the transfer of the Lease (if applicable),

(o) Execution by all required parties, and delivery to Franchisor, of documentation acceptable to Franchisor evidencing such parties' continuing liability under Section 10 6, and

(p) Timely satisfaction by Franchisee and the proposed assignee of any other conditions Franchisor reasonably imposes

10 3 Transfers to Related Parties Franchisee, if one or more individuals, will have the right to transfer or assign this Franchise Agreement to a corporation, limited liability company or a partnership, wholly owned by that individual or individuals, without any additional payment to Franchisor,

subject, however, to satisfaction of all of the following conditions—any of which Franchisor, in its discretion, may waive

(a) That the individual or individuals constituting Franchisee collectively own all of the issued and outstanding equity of such entity, that a list of owners be delivered to Franchisor and that each such owner delivers a certificate to Franchisor, in form and substance satisfactory to Franchisor, that he or she has no interest in any Competitive Business and that he or she agrees that no additional equity will be issued at any time without Franchisor's consent,

(b) That the corporation unconditionally assumes all of the obligations of Franchisee under this Franchise Agreement, the Sublease and any other agreement executed in connection with this Franchise Agreement,

(c) That Franchisee pays to Franchisor all amounts then payable by it to Franchisor pursuant to this Franchise Agreement,

(d) That all corporate documentation requirements provided for within Section 15 9 of this Franchise Agreement be delivered to Franchisor, and

(e) That a document or documents reflecting the foregoing provisions and acceptable to Franchisor be signed and delivered to Franchisor by the assigning Franchisee, the new corporate Franchisee and Franchisor

10 4 Approval of Transfer In any event, Franchisor's approval of a proposed transfer is not an expression of its opinion concerning the appropriateness or fairness of the terms of the transfer or the likelihood of the transferee's success If Franchisor disapproves of the transfer because all the transfer conditions contained in this ARTICLE 10 or elsewhere in this Franchise Agreement have not been satisfied or for any other reason, it has no liability of any nature to Franchisee or the transferee in connection therewith

10 5 No Waiver Franchisor's consent to a transfer does not constitute a waiver of (a) any claims it may have against Franchisee (or the transferor if different) or (b) Franchisor's right to demand the transferee's exact compliance with all the terms of this Franchise Agreement

10 6 Continuing Liability In no event will any transfer or assignment (including a transfer pursuant to Section 10 3) by Franchisee or any other person or their respective owners release any such parties from liability for their respective conduct before the transfer or assignment, or from their respective obligations under this Franchise Agreement or the Sublease, including conduct in breach of this Franchise Agreement or the Sublease Additionally, on transfer or assignment, Franchisee, any other transferor or assignor and their respective owners shall become jointly and severally liable with each other and the transferee or assignee for the performance of the transferee's or assignee's obligations and undertakings under the transferee's or assignee's franchise agreement and sublease, as they may be renewed, extended or amended

10 7 No Increased Risk Franchisor reserves the right to withhold consent to any proposed assignment or transfer that would result in Franchisor having any increased risk, burden or chance of not obtaining performance

10 8 No Bankruptcy Assignments Notwithstanding anything in this Franchise Agreement to the contrary, Franchisee shall not make, permit, or suffer any transfer of this Franchise Agreement, or any interest therein, or the sublease for the Service Center if it, or any of its owners, is the subject of either a voluntary or involuntary bankruptcy proceeding For the purposes of the

foregoing sentence, a debtor's or trustee-in-bankruptcy's assumption of this Franchise Agreement or the sublease under Section 365 of the Bankruptcy Act (11 U S C §365), or any other Section thereof, is considered a transfer of this Franchise Agreement by Franchisee

10 9 Death or Incapacity The provisions of this Section 10 9 apply to (a) any individual that holds a 10% or greater voting or ownership interest in Franchisee (or in any of Franchisee's owners) and (b) any individual that is the Franchisee In the event of the death or incapacity (incapacity defined herein as the inability according to competent medical authority to perform the duties and obligations under this Franchise Agreement for a period of three months or more as the result of illness or injury) of any such individual, Franchisor shall have the option to require such individual's executor, administrator, conservator, guardian, or other personal representative to transfer, within six months of the date of death or incapacity, his or her interests in Franchisee (or in any of Franchisee's owners) or in this Franchise Agreement in accordance with the terms of this ARTICLE 10 In addition, such individual's legal representative shall promptly deliver to Franchisor on request any information as to what actions are being taken to prevent or minimize the interruption of the Franchised Business, and Franchisor, in its discretion, may render whatever assistance is requested by such individual's legal representative to minimize such interruption Franchisor shall be entitled to reimbursement, within 30 days of invoice, from Franchisee or such individual for any reasonable expenses incurred in connection with any such assistance that Franchisor does not deem assistance provided pursuant to other provisions in this Franchise Agreement

10 10 Assignment by Franchisor Without Franchisee's consent, Franchisor has the absolute right to sell, assign, transfer or delegate all or any part of its rights, privileges or duties under this Franchise Agreement to an Affiliate or third party without restriction

10 11 Franchisor's Right of First Refusal

(a) If at any time from the date of this Franchise Agreement through the expiration of the Term or the earlier termination of this Franchise Agreement (i) any person who owns at least a 10% ownership or voting interest in Franchisee (or in any entity with an ownership interest in Franchisee) receives an arm's length written bona fide offer from an independent third party to purchase any portion or all of such person's interest (the portion or all of such person's interest hereinafter referred to as the "Interest," and such type of offer later referred to as the "Interest Offer"), or (ii) Franchisee shall receive an arm's length written bona fide offer from an independent third party to purchase any portion or all of Franchisee's interests under this Franchise Agreement or, outside the ordinary course of business, a material part or all of the assets used in the Franchised Business and the Service Center if owned by Franchisee or an Affiliate (such assets subject to the offer later referred to as the "Assets", and such type of offer later referred to as the "Asset Offer"), then Franchisee shall ensure that such person receiving the Interest Offer, or Franchisee receiving the Asset Offer (as the case may be, and in either case the person receiving such third party's bona fide offer is hereinafter referred to as the "Offeror") shall, if it, he or she desires to accept such offer, first offer to sell to Franchisor the Interest or the Assets for the consideration and on the terms and conditions set forth in such third party's written offer The Offeror's offer (the "Offer") shall be made by notice to Franchisor setting forth the name and address of the prospective purchaser, the price and terms of the Offer together with a franchise application completed by the prospective purchaser, and any other information that Franchisor may reasonably request in order to evaluate the Offer including any purchase and sale and related

agreements proposed to be executed or executed by Franchisee or the third party Franchisor shall have the first option to purchase the Interest or the Assets by accepting the Offer, within 30 days after its receipt of the Offer and required information A "bona fide" offer shall be specific as to parties, purchase price, timing, financing, conditions, deposit and title

(b) If Franchisor gives notice of acceptance of the Offer, then the Offeror shall sell the Interest or the Assets to Franchisor and Franchisor shall purchase the Interest or the Assets from the Offeror, for the consideration and on the terms and conditions set forth in the Offer, less any broker's commission not due if Franchisor exercises its right of first refusal but due and payable by the Offeror on the sale to the prospective purchaser Franchisor's creditworthiness shall be deemed at least equal to the creditworthiness of any proposed purchaser If Franchisor is a public company at such time having shares traded on a national securities exchange, the Offeror must accept the then-current value of Franchisor's registered shares in lieu of cash or other consideration

(c) If an independent third party's written offer (and the Offeror's corresponding offer to Franchisor) provides for the purchaser's payment of a unique consideration which is of such a nature that it cannot reasonably be duplicated by Franchisor, then Franchisor may, in its notice of exercise, in lieu of such unique consideration, substitute a cash or stock (if a public company with registered shares) consideration in an amount determined by mutual agreement of the Offeror and Franchisor within 45 days after the Offer is made or, failing such agreement, by an independent appraiser selected by Franchisor

(d) If the proposed sale includes assets of the Offeror not related to the operation of the Franchised Business, Franchisor may, at its option, elect to purchase only the assets related to the operation of Franchised Business and an equitable purchase price shall be determined in the reasonable discretion of Franchisor and allocated to each asset included in the proposed sale

(e) Unless otherwise agreed by the Offeror and Franchisor, the closing of the purchase of the Interest or the Assets shall be held at Franchisor's then principal office or other location designated by Franchisor, on no later than the 60th day after the Offer is delivered to Franchisor, provided that the closing of any such purchase for which a cash or stock consideration is determined in accordance with Subsection 10 11(b) or 10 11(c) shall be held on the 15th day after such cash or stock consideration is finally determined At any such closing, the Offeror shall deliver to Franchisor an assignment and other documents reasonably requested by Franchisor representing a transfer of ownership of the Interest or the Assets free and clear of all liens, claims, pledges, options, restrictions, charges and encumbrances, in proper form for transfer and with evidence of payment of all applicable transfer taxes by the Offeror In such assignment documents, Franchisee and its owners agree to make all customary representations and warranties given by the seller of assets of a business or the ownership interests in a legal entity, as applicable Franchisor shall simultaneously therewith make payment of any cash consideration for the Interest or Assets by a cashier's check drawn on a bank or thrift doing business in the county of Franchisor's principal place of business or payment by the issuance of Franchisor's registered shares, after set off against the amount due to the Offeror for all amounts Franchisee owes Franchisor, if any The remaining terms and conditions of such purchase and sale shall be set forth in the Offer

(f) If Franchisor does not accept the Offer as provided above, the Offeror shall be free, for a period of 60 days after Franchisor has elected not to exercise its option, to sell the Interest or the Assets to the independent third party for the consideration and on the terms and conditions specified in such third party's written offer, subject to full compliance with all terms and conditions of transfer required under this Franchise Agreement It shall be a condition precedent to any sale of the Assets or the Interest to an independent third party that there is delivered to such third party an acknowledgment that the Assets or the Interest purchased by such third party is and shall be subject to the terms and conditions of this Franchise Agreement and that such third party agrees to be bound to the terms of this Franchise Agreement with respect to transferring the Assets or the Interest, in the same manner as the Offeror If the Offeror does not sell the Assets or the Interest or the Assets as provided above within the aforesaid 60-day period, then any transfer by it, him or her of the Interest or the Assets shall again be subject to the restrictions set forth in this Franchise Agreement

(g) In the event a proposed transferee is the spouse, son, or daughter of the Offeror, Franchisor shall not have any right of first refusal, provided, however, that all such transferees shall be subject to all of the restrictions on transfer of ownership imposed on the Offeror under this Franchise Agreement

ARTICLE 11
INDEMNIFICATION AND INSURANCE

11 1 Insurance Throughout the Term, Franchisee shall purchase and maintain in effect such types of insurance in such amounts as Franchisor, Landlord or Franchisee's landlord may require, including policies of at least the following types and coverage amounts

(a) A Comprehensive General Liability Policy, including Products Liability, in the amount of $2,000,000/$3,000,000 bodily injury, death and property damage liability, or in such other amounts as Franchisor or Landlord may reasonably request, for the operation of the Franchised Business,

(b) Motor vehicle coverage, in the amount of $50,000/100,000 including coverage for the acts of any employee or agent of Franchisee while driving vehicles not owned by Franchisee within the scope of the employee or agent's employment or agency,

(c) Such worker's compensation coverage as may be required by any applicable state law,

(d) In connection with the construction, refurbishment, renovation or remodeling of the Service Center, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to Franchisor,

(e) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of 100% of the replacement value of the Service Center, including the structure, if applicable, and all leasehold and building improvements to the Service Center, as well as the cost of replacement of all fixtures, equipment, contents and personal property therein,

(f) Business interruption insurance, in an amount equal to one year's annual rent payments under the Lease plus (i) if the Franchised Business has been in operation for less than 12 months at the time such insurance is required to be in effect, $14,400 or (ii) if the Franchised Business has been in operation for 12 months or more at the time such

insurance is required to be in effect, an amount equal to the greater of (A) the Royalty Fees for the preceding calendar year and (B) $14,400, and

(g) Bailee's or Jeweler's Block insurance sufficient to cover losses relating to any items delivered to the Service Center by a customer or other party

Franchisee agrees that the amounts of coverage or extent of coverage stated in this Section 11 1 are minimum and that if the Landlord or Franchisor determine in their discretion the Franchised Business dictates additional types of insurance (including, but not limited to, employment practices liability insurance) or broader or higher coverage amounts, the same shall be immediately procured by Franchisee pursuant to the terms hereof To the extent legally permissible, all such insurance policies shall name Franchisor and Landlord as an additional insured and loss payee

11 2 Insurance Certificates No later than the start of the Term and by January 15th of each year of the Term, Franchisee shall provide Franchisor with certificates of insurance and a copy of a cleared check or evidence required by Franchisor showing that such insurance is in full force and effect and is in compliance with the requirements of this ARTICLE 11, along with a paid receipt showing the certificate number The certificate of insurance must include a statement by the insurer that the policy or policies must not be canceled, subject to nonrenewal, or materially altered without at least 30 days' prior notice to Franchisor On Franchisor's request, Franchisee shall send to Franchisor current certificates of insurance, proof of payment and copies of all insurance policies

11 3 Notice of Claims Franchisee shall immediately notify Franchisor of any claims arising under any of the aforesaid policies of insurance, as well as any actual or contemplated cancellation or modification of any insurance coverage pertaining to the Franchised Business

11 4 Waiver of Subrogation To the extent this Section 11 4 may be effective without invalidating, or making it impossible to secure, insurance coverage from responsible insurance companies doing business in the state in which the Franchised Business is located (even though an extra premium may result), with respect to any loss covered by insurance Franchisor and Franchisee then carry, neither party's insurance companies have any right of subrogation against those of the other

11 5 Indemnification By Franchisee Franchisee agrees to indemnify, defend, and hold harmless Franchisor, Franchisor's affiliates, and Franchisor's and Franchisor's affiliates' respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the establishment, construction, opening and operation of the Franchised Business, the business Franchisee conducts under this Franchise Agreement, any transfer or sale by Franchisee of the Franchised Business, Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including any allegation that Franchisor is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to its employees, or Franchisee's breach of this Franchise Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators',

attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective, or other actions

This indemnity will continue in full force and effect subsequent to and notwithstanding this Franchise Agreement's expiration or termination An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this subparagraph

11 6 Notices to Franchisor Franchisee shall notify Franchisor in writing within five days of the occurrence of any of the following events in connection with the Franchised Business

(a) The actual commencement of, any action, suit, countersuit or other proceeding against Franchisee,

(b) The receipt of any notice of noncompliance by Franchisee with any law, rule or regulation, or

(c) The issuance of any order, writ, injunction, award or decree by any court, agency or other governmental instrumentality against Franchisee

Franchisee shall provide Franchisor, within five days of request, any information regarding each such event

ARTICLE 12
DEFAULT, TERMINATION

12 1 Default The occurrence of any of the following events shall constitute a default and, after the expiration of any cure period specified below, shall be good and sufficient cause for Franchisor, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Franchise Agreement on notice to Franchisee

(a) If Franchisee does not secure the site for the Service Center within the time limits and following the procedures specified in ARTICLE 7 of this Franchise Agreement,

(b) If Franchisee fails to open the Service Center for business within 180 days after the Effective Date,

(c) If (i) Franchisee shall be adjudicated a bankrupt, becomes insolvent, or if a receiver (permanent or temporary) of its property or any part thereof is appointed by a court of competent authority, (ii) Franchisee makes a general assignment for the benefit of creditors, (iii) a final judgment against Franchisee remains unsatisfied of record for 30 days or longer (unless a supersedeas bond is filed), or (iv) execution is levied against Franchisee's business or property, or suit to foreclose any lien or mortgage against the Service Center or equipment is instituted against Franchisee and not dismissed within 30 days,

(d) If Franchisee fails to pay Franchisor, its affiliates or suppliers any amount (including but not limited to the Royalty Fees in Section 4 2 and the advertising requirements in Section

4 3) due under this Franchise Agreement or any other agreement, and such default is not cured within 10 days after notice thereof by Franchisor or such other party,

(e) If Franchisee fails to submit the monthly and annual statements or other financial statements or data or reports on Gross Sales as and when required pursuant to this Franchise Agreement, and such default is not cured within 10 days after notice thereof, or if Franchisee makes any intentionally false statement in connection therewith,

(f) If Franchisee breaches any obligation or requirement (not otherwise addressed in this Section 12 1) set forth in this Franchise Agreement, as may be supplemented by the Brand Standards Manual or any other instructional material, and such default is not cured within 10 days after notice thereof,

(g) If Franchisee receives three or more notices of default under this Franchise Agreement or any other agreement with Franchisor or any of its Affiliates (including the Sublease or any other franchise agreement or sublease), as may be supplemented by the Brand Standards Manual and any other instructional material (whether for the same or different defaults and regardless of whether such defaults were cured),

(h) If Franchisee suffers a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Franchised Business, and permits the same to go uncorrected for a period of 10 days after notice thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality,

(i) If a serious or imminent threat or danger to public health or safety results from the construction, maintenance or operation of the Franchised Business and such threat or danger remains uncorrected for two days after delivery by Franchisee of written notice thereof from Franchisor, Landlord, or a governmental authority, unless a cure cannot be reasonably completed in such time, in which event Franchisee will immediately begin to take all reasonable steps to cure, and such cure is not completed within 30 days (or such shorter time as specified by the Lease or Master Lease, if applicable) after delivery of such notice,

(j) If Franchisee, Franchise Operator, or any officer, director, owner or managerial employee of Franchisee, pleads guilty to, pleads no contest to or is convicted of a felony, a crime of moral turpitude or any other crime or offense or is alleged to have committed such offense that Franchisor believes is likely to have a material adverse effect on the System or the goodwill associated with the Marks,

(k) If Franchisee, after the expiration of all redemption periods, loses the right to possess the Service Center and Franchisee is not otherwise entitled to relocation pursuant to Section 3 2 (or Franchisor elects not to provide site relocation assistance as provided in Section 3 2),

(l) Franchisee denies or otherwise interferes with Franchisor's right to inspect the Franchised Business or to audit the sales and accounting records of the Franchised Business, or fails to comply with sales audit recommendations to correct significant internal control deficiencies,

(m) If Franchisee engages in conduct which is harmful to or reflects unfavorably on Franchisee or the System in that such conduct exhibits a reckless disregard for the physical or mental

well-being of employees, customers, Franchisor's representatives or the public at large, including, but not limited to battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse or other forms of threatening, outrageous or unacceptable behavior as determined in Franchisor's discretion,

(n) If, except as expressly permitted by this Franchise Agreement, any person attempts or purports to transfer or assign this Franchise Agreement, or any interest, rights or obligations under this Franchise Agreement, without Franchisor's prior consent or otherwise breaches any of the provisions of ARTICLE 10,

(o) If Franchisee knowingly maintains false books or records, or knowingly submits any false reports to Franchisor, or otherwise fails to maintain full, complete and accurate books of account and records pursuant to Section 4 9,

(p) If Franchisee makes any unauthorized use or disclosure of the Confidential Information or the Marks, or any breach of the covenants of ARTICLE 7 or ARTICLE 8 (or any other provision relating to Franchisee's obligations relating to confidentiality or noncompetition) occurs,

(q) If Franchisee, except as expressly permitted under Section 15 17, creates, permits, or suffers a lien against, or pledges, mortgages, hypothecates, grants a security interest in, or in any manner encumbers this Franchise Agreement (or any interest herein) or any of Franchisee's other assets used in connection with the Franchised Business or any of the voting or ownership interests in Franchisee (or in any owner of Franchisee),

(r) If Franchisee fails to permanently correct a breach of this Franchise Agreement or to meet the standards set out in the Sublease (if applicable) or the Brand Standards Manual after receiving 3 requests in writing by us to correct the same or a similar breach in any 12 month period, or

(s) If Franchisee defaults under the Lease, the Sublease or any other agreement between Franchisee and Franchisee's landlord and Franchisee does not cure the default within the period specified in the Lease, the Sublease or other agreement

12 2 Cross Default and Termination If Franchisee or any of its Affiliates defaults under any other agreement with Franchisor or any of its affiliates (including the Sublease, if applicable, or any other franchise agreement or sublease), and such default is not cured within any permitted period, if any, as provided in such other agreement, such default is deemed a default under this Franchise Agreement If, as a result of such default or the exercise of any other termination right, Franchisor or its affiliates terminate such other agreement, Franchisor may immediately terminate this Franchise Agreement on notice to Franchisee without providing Franchisee with any additional opportunity to cure Likewise, if Franchisee or any of its Affiliates defaults under this Franchise Agreement, such default is considered a default under any other agreement with Franchisor or any of its affiliates (including, without limitation, any sublease or franchise agreement), and Franchisor may terminate any of such other agreements on notice to Franchisee without providing Franchisee with any additional opportunity to cure

12 3 Effect of Termination On the expiration of the Term or sooner termination of this Franchise Agreement, all rights granted under this Franchise Agreement to Franchisee terminate immediately, and the provisions of this Section 12 3 shall apply to the rights and obligations of the parties

(a) Franchisee's authorization to use in any manner the Fast-Fix name or the Marks shall immediately terminate Franchisee shall immediately discontinue the use of the System and the Marks, and the use of any and all signs and printed goods bearing the Marks, or any reference to them Franchisee shall not thereafter, directly or indirectly (i) identify itself in any manner as a franchisee of Franchisor, (ii) publicly identify itself as a former franchisee, (iii) use any of Franchisor's Confidential Information, the Marks, or trade names, service marks or trademarks similar to or likely to be confused with any of the Marks, or (iv) use the Fast-Fix name, the Marks, or any other name or trademark that contains the words "Fast," "Fix," "Jewelry Repair," "Jewelry and Watch Repair," or any phonetic or confusingly similar words, in connection with any business, including a Competitive Business Franchisee must take such action as may be required to cancel all fictitious or assumed name(s) or equivalent registrations relating to Franchisee's use of any of the Marks and, at Franchisor option, to assign to Franchisor (or its designee) or cancel any electronic address, domain name or website, or rights maintained in connection with any search engine, that associates Franchisee with Franchisor, the System, or the Marks Further, not later than 10 days after the expiration or sooner termination of this Franchise Agreement, Franchisee shall remove, or cause to remove, as the case may be, all references existing on the internet—whether direct or indirect or human-readable or machine-readable only—to the Franchised Business, the System (including the Marks), or Franchisor or its owners, officers, or employees

(b) Franchisor or its designee shall have the first priority option (but not the obligation) to purchase any or all Franchisee's equipment at its Designated Value, and if Franchisor exercises such option, Franchisee shall sell such items to Franchisor at such price, free and clear of all liens, claims and other encumbrances "Designated Value" shall mean the lesser of (i) fair market value and (ii) Franchisee's cost less depreciation on a straight line basis of 10% percent per year

(c) Franchisee will vacate the Service Center immediately, or, at the option of Franchisor, will immediately make such removals or changes in signs and colors of the Service Center as Franchisor shall reasonably request so as to distinguish effectively the Service Center from their former appearance and from other FAST-FIX businesses If Franchisee fails to make such changes, then Franchisor may enter on the Service Center and make such changes at Franchisee's expense, without being guilty of trespass or any other tort or criminal act Additionally, if the Service Center is not subleased by Franchisor or its affiliates to Franchisee, Franchisor shall have the option to require Franchisee to assign its leasehold interest in the Service Center to Franchisor

(d) Franchisee shall return to Franchisor all paper copies of the Brand Standards Manual and other instructional documents, materials or manuals, display items, promotional aids and writings bearing the FAST-FIX name Franchisee shall immediately cease using any telephone numbers for the Franchised Business used at any time before such expiration or termination To ensure that Franchisee has ceased using such telephone numbers on termination of this Franchise Agreement or its expiration, Franchisee has authorized Franchisor to take whatever actions are necessary to comply with the foregoing in accordance with the Conditional Assignment of Telephone Numbers and Listings attached as Attachment 4 hereto, which Franchisee is executing simultaneously with this Franchise Agreement

(e) In the event of termination for any default of Franchisee, the extent of all damage which Franchisor has suffered by virtue of such default shall be and remain a lien in favor of Franchisor against any and all of the personal property, machinery, fixtures and equipment owned by Franchisee on the Service Center at the time of such default

12 4 Liquidated Damages for Premature Termination In the event of termination as the result of Franchisee's default, Franchisee agrees to pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Franchise Agreement and not as a penalty) equal to the total of all Royalty Fees and minimum required advertising expenditures for (a) if the Franchised Business has been in operation for 36 months or more at the time of default and more than 36 months remain in the Term, the 36 calendar months of operation of the Franchised Business preceding Franchisee's default, (b) if the Franchised Business has been in operation for less than 36 months at the time of default, the period of time the Franchised Business has been in operation preceding the default, projected on a 36 calendar month basis, or (c) if the Franchised Business has been in operation for 36 months or more at the time of default and less than 36 months remain in the Term, the period equal to the unexpired Term at the time of default using the greater of the monthly average royalty payment for the preceding 36 month period, or the minimum annual royalty rate As a purely liquidated damages provision, this Section 12 4 does not preclude, nor is inconsistent with, a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches Franchisor's rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive **THIS LIQUIDATED DAMAGES FORMULA IS STIPULATED TO BE ACCEPTABLE TO ALL PARTIES AND TO BE USED BY ANY COURT OF COMPETENT JURISDICTION IN CALCULATING THE AWARD OF DAMAGES TO US FOR TERMINATION OF THIS FRANCHISE AGREEMENT**

ARTICLE 13
GOVERNING LAW, DISPUTE RESOLUTION

13 1 Choice of Forum The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Franchise Agreement occurred or shall occur in Broward County, Florida, and that, therefore, each of the parties irrevocably and unconditionally

(a) Agrees that legal proceedings arising out of or relating to this Franchise Agreement if in court, shall be brought only in the courts of record of either the State of Florida in Broward County or the United States District Court for the Southern District of Florida, and, if in arbitration, shall be conducted only in Broward County, Florida and shall be enforced by courts of record of either the State of Florida in Broward County or the United States District Court for the Southern District of Florida,

(b) Consents to the jurisdiction of each such court in any suit, action or other legal proceeding brought in accordance with the terms of this Franchise Agreement,

(c) Waives any objection which he, she or it may have to the location or venue of any suit, action, arbitration, or other legal proceeding brought in accordance with the terms of this Franchise Agreement, and

(d) Agrees that service of any court paper or arbitration notice may be effected on such party pursuant to Section 15 7 of this Franchise Agreement or in such other manner as may be provided under applicable laws in the State of Florida or relevant court or arbitration rules

Notwithstanding the foregoing or anything else in this Franchise Agreement to the contrary, Franchisor may seek (i) equitable or injunctive relief or (ii) a decree of specific performance in any jurisdiction

13 2 Governing Law Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C §§ 1051 *et seq*) or other federal law, this Franchise Agreement and any other agreement relating thereto, and all transactions contemplated thereby, as well as Franchisor's offer, sale, or negotiation of a Fast-Fix franchise or the relationship of the parties arising therefrom or from entering this Franchise Agreement, are governed by, and must be construed and enforced in accordance with, the internal laws of Florida, without regard to its conflict-of-laws principles NOTWITHSTANDING THE FOREGOING, ANY STATUTES IN THE FOREGOING JURISDICTION REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES TO THIS FRANCHISE AGREEMENT, OR BETWEEN FRANCHISOR AND FRANCHISEE'S GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION 13 2

13 3 Enforcement Costs If any legal action, arbitration, or other proceeding is instituted for the enforcement of this Franchise Agreement in connection with any dispute, the successful or prevailing party or parties is entitled to recover reasonable attorneys' fees (including pre-institution and post-institution fees), court costs and all expenses even if not taxable as court costs (including all such fees, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings), incurred in connection with such action or proceeding, in addition to any other relief to which such party or parties may be entitled If Franchisor is required to engage legal counsel or other professionals in connection with any failure by Franchisee to pay when due any monies owed under this Franchise Agreement or submit when due any reports, information or supporting records, or in connection with any failure otherwise to comply with this Franchise Agreement, Franchisee shall reimburse Franchisee on demand for all of the above-listed costs and expenses it incurs, whether or not a legal action, arbitration, or other proceeding is initiated

13 4 Injunctive Relief/Specific Performance Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct (including, without limitation, conduct under Article 7, Article 8, or Section 12 1 hereof or the unauthorized use of the Marks) in any court of competent jurisdiction that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions Franchisee recognizes that the Franchised Business is, or is intended to be, one of a large number of businesses identified by the Marks in selling to the public the services associated with the Marks Consequently, the failure by a single Franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to Franchisor or to some or all of the other franchisees within the system and damages at law would be an inadequate remedy Therefore, in the event of a breach or threatened breach by Franchisee of this Franchise Agreement, Franchisor may seek an injunction restraining such breach or a decree of specific performance (together with recovery of reasonable attorneys' fees and costs incurred in obtaining such equitable relief at all trial and appellate levels) It may do so without demonstrating or proving any irreparable damage Moreover, Franchisor may seek such relief without posting any bond or security (but if a court of competent jurisdiction requires a bond or security, Franchisee agrees and acknowledges that a bond or security of $1,000 will be adequate) The foregoing equitable remedies are in addition to all other rights or remedies to which Franchisor may otherwise be entitled to because of any breach of this Franchise Agreement by Franchisee

13 5 Arbitration and Dispute Resolution Except as otherwise provided in Section 13 4 hereof, in the event any dispute, claim, or controversy should arise between the parties hereto in connection with, arising from, or relating to any provision of this Franchise Agreement, the relationship of the parties hereto, the existence, validity, performance, termination, or enforceability of this Franchise Agreement or any other agreement entered into by Franchisor or its subsidiaries or affiliates and Franchisee, the offer, making, or interpretation of this Franchise Agreement or any other agreement entered into by Franchisor or its subsidiaries or affiliates and Franchisee, a breach of this Franchise Agreement or any other agreement entered into by Franchisor or its subsidiaries or affiliates and Franchisee, any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor, any claim by Franchisee or any Persons in Privity (as defined below) with Franchisee with or claiming through, on behalf of or in the right of Franchisee related to any of the above-described disputes, claims, or controversies, or the arbitrability of any of the above-described disputes, claims, or controversies, including the existence, scope or validity of this Franchise Agreement or this arbitration provision ("Arbitrable Disputes") shall be submitted to final and binding arbitration as the sole and exclusive remedy if and after the procedure for negotiation outlined herein has failed It is explicitly agreed by each of the parties hereto that no such arbitration shall be commenced except in conformity with this Article 13

13 6 Persons in Privity "Persons in Privity" with or claiming through, on behalf of, or in the right of Franchisee include but are not limited to spouses, family members, domestic partners, heirs, executors, trustees, representatives, successors and assigns

13 7 Claims Limitation Except for claims brought by Franchisor with regard to Franchisee's obligations to make payments to Franchisor and to indemnify Franchisor pursuant to this Franchise Agreement, any and all claims and actions arising out of or relating to this Franchise Agreement (including, but not limited to, Arbitrable Disputes) shall be barred unless commenced within the earliest of either (1) two years from the date on which the act or event giving rise to the claim occurred, or (2) one year from the date on which the Franchisee or Franchisor knew or should have known in the exercise of reasonable diligence of the facts giving rise to such claim or action, unless different rules are required to be applied in connection with statute of limitations set forth under applicable law

13 8 Negotiation Process The parties will first attempt to resolve any Arbitrable Disputes by negotiation in accordance with the following procedure

(a) First Notice Any party wishing to initiate consideration of an Arbitrable Dispute hereunder shall first give written notice (a "First Notice") to the other party setting forth in reasonable detail the nature of the Arbitrable Dispute Both parties shall then use their best efforts to negotiate in good faith to diligently resolve the Arbitrable Dispute within fifteen (15) days of the giving and receipt of the First Notice

(b) Dispute Notice If the Arbitrable Dispute remains unresolved after the expiration of this fifteen (15) day period, then the party, which delivered the First Notice, shall give written notice to the other (a "Dispute Notice"), which notice shall set forth a full disclosure of all factual evidence and a statement of the applicable legal basis of the Arbitrable Dispute, provided, however, that (i) failure to provide any such disclosure or to state any such legal basis shall not operate as a waiver of such legal basis or operate to preclude the presentation or introduction of such factual evidence in any subsequent arbitration or proceeding or otherwise constitute a waiver of any right which a party may then or thereafter possess, and (ii) any settlement proposal made or provided shall be deemed

to have been made or provided as part of a settlement discussion and may not be introduced in any arbitration or other proceeding without the prior written consent of the party making such disclosure and/or statement

(c) Final Dispute Notice If the parties fail to resolve the Arbitrable Dispute(s) within thirty (30) days of receipt of the Dispute Notice, any party may notify the other party of such failure by delivery of a written notice (a "Final Dispute Notice") On the giving or receipt of a Final Dispute Notice, any Arbitrable Dispute shall be finally settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in force as of the date the demand for arbitration is filed (the "Arbitration Rules") and in accordance with the terms of this Franchise Agreement

(d) The parties acknowledge and agree that Franchisor may elect to alter this procedure for negotiation of Arbitrable Disputes by outlining a revised process in the Brand Standards Manual which, if provided, may be revised periodically at Franchisor's discretion

13 9 Arbitration Process

(a) Selection of Arbitrator(s) Arbitration shall be conducted by one arbitrator appointed by the American Arbitration Association in accordance with its rules and utilizing the striking method, unless Franchisor elects for the dispute to be decided before a panel of three arbitrators If Franchisor makes such election, Franchisor and Franchisee shall each appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator to act as Chairman of the tribunal If a party fails to nominate an arbitrator within thirty (30) days from the later of (1) the date of the claimant's demand for arbitration or (2) the date of the notice from the American Arbitration Association seeking designation of such arbitrator, then such appointment shall be made by the American Arbitration Association The two arbitrators thus appointed shall attempt to agree on the third arbitrator to act as Chairman If said two arbitrators fail to nominate the Chairman within 30 days from the date of the appointment of the second arbitrator to be appointed, the Chairman shall be appointed by the American Arbitration Association in accordance with the Arbitration Rules Any arbitrator selected or appointed hereunder shall be an attorney experienced generally in franchise law and commercial litigation

(b) Location of the Arbitration The arbitration shall be conducted in Broward County, Florida at such location as shall be mutually agreed on by the parties in writing (or decided by the arbitrator(s) if the parties are unable to agree) If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered by the arbitrator(s) against such party notwithstanding such failure to appear and judgment on the award rendered by the arbitrator(s) may be entered in a court having competent jurisdiction in Broward County, Florida pursuant to the Federal Arbitration Act

(c) Costs of Arbitration The expenses, wages, and other compensation of any witnesses called before the arbitrator(s) shall be borne by the party calling the witnesses Other expenses incurred, including wages of participants, and preparation of briefs and data to be presented to the arbitrator(s), will be borne separately by the respective parties Only the fee for the arbitration, the arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand or similar reporter and the original transcript will be borne equally by the parties to the arbitration

(d) Power of the Arbitrators The arbitrator(s) shall have the authority to determine timeliness and arbitrability of any dispute The arbitrator(s) shall have no authority to

modify or amend the terms of this Franchise Agreement or to award consequential, speculative, punitive or exemplary damages The arbitrator(s) shall have the authority to award damages but may not award damages in excess of actual damages except to the extent the right or claim at issue is brought pursuant to the indemnification provision in Section 11 5 hereof or as otherwise expressly set forth in this Franchise Agreement

(e) Res Judicata/Preclusive or Collateral Estoppel To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any Person in Privity with Franchisee

(f) Form of the Decision Each arbitration decision rendered hereunder shall be in writing, shall individually address and dispose of each claim and the relief granted related thereto, shall set forth a recital of facts and a legal analysis regarding the disposition of each such claim and the resulting rendition of the award relating to each such claim (if any), and, in general, shall be specific regarding the reasons underlying any and all determinations, awards or conclusions, including all principles of law applied

(g) Payment of Monetary Awards in Arbitration The parties agree that the award of the arbitrators shall be made, and shall be promptly paid, in U S dollars free of any tax, deduction, or offset, and that any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement The parties agree that the arbitrators may award interest from the date of any damages incurred for breach or other violation of this Franchise Agreement, and from the date of the award, until paid in full, at a rate to be fixed by the arbitrators, but in no event less than two and one-half percent (2 5%) per annum above the Citibank Preference Rate quoted for the corresponding periods, as reported in the Wall Street Journal, or the maximum rate permitted by applicable law, whichever is less

(h) Final and Binding Arbitration Decision The parties agree that the decision and award by the arbitrator(s) shall be final and, binding regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator(s), and judgment on the award, including any partial, temporary or interim award, may be entered and enforced by judgment or order of a court having competent jurisdiction in Broward County, Florida subject to the Federal Arbitration Act The parties consent to the exercise of personal jurisdiction over them by any such court for the purpose of carrying out this provision, and they waive any objections they would otherwise have concerning such matters Franchisor and Franchisee each waives any right to contest, and hereby agrees not to contest, the validity or enforceability of such award To the extent necessary, other courts may award full faith and credit to such judgment in order to enforce such award

(i) Parties to Arbitration Parties to arbitration under this Franchise Agreement shall not include, by consolidation, joinder or in any other manner, any person other than Franchisor, Franchisee, and any Person in Privity with Franchisee, unless both parties to this Franchise Agreement consent in writing The parties agree that any arbitration arising out of an Arbitrable Dispute is only a matter between Franchisor and Franchisee and no other franchisees or area developers, if any Franchisee agrees not to join or attempt to join other franchisees, area developers (if any), or other third parties in any arbitration proceeding Franchisee hereby waives any right to assert a class action claim on behalf of other franchisees, or to bring claims in a purported representative capacity, and agrees

to refrain from participating in any class action litigation or arbitration proposed or asserted by one or more other franchisees Any arbitration shall be brought on an individual, and not a class-wide basis The filing of any court proceeding by Franchisor pursuant to Section 13 4 of this Franchise Agreement does not waive Franchisor's right to enforce the terms of this subsection in any subsequent arbitration, litigation or other proceeding

13 10 Confidentiality of Negotiation Process and Arbitration Except to the extent required under applicable law, the negotiations, the arbitration proceeding, the information disclosed therein, and any judgment, award, or opinion rendered shall be subject to the confidentiality requirements of Section 8 1 of this Franchise Agreement

ARTICLE 14
TAXES

Franchisee shall promptly pay when due all taxes levied or assessed by reason of its operation and performance under this Franchise Agreement In the event of any bona fide dispute as to the liability for the taxes assessed against Franchisee, Franchisee may contest the validity or the amount of the tax in accordance with procedures of the taxing authority In no event, however, shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant to occur against the Service Center or equipment thereon In the event a tax or levy is imposed by any jurisdiction or government entity on Franchisor related to this Franchise Agreement, Franchisee shall reimburse Franchisor within 10 days of such imposition and payment by Franchisor

ARTICLE 15
MISCELLANEOUS PROVISIONS

15 1 Time of the Essence Time is of the essence in this Franchise Agreement, and failure to comply with any of the deadlines provided for herein shall be considered a material breach of this Franchise Agreement

15 2 No Oral Modification Except as expressly provided by this Franchise Agreement, no attempted or purported change or modification of any of the terms or conditions set forth in this Franchise Agreement shall be of any effect unless the change or modification is reduced to writing and signed by both parties hereto

15 3 Binding Effect This Franchise Agreement shall be binding on and inure to the benefit of the parties hereto, their successors, heirs, legal representatives and permitted assigns

15 4 Survival Notwithstanding the expiration or sooner termination of this Franchise Agreement, all obligations of the parties which expressly or by their nature survive such expiration or termination shall continue in full force and effect until they are satisfied or by their nature expire

15 5 Entire Agreement This Franchise Agreement (including all exhibits hereto, the Sublease, and any Nondisclosure and Noncompetition Agreement between Franchisor and Franchisee or its owners or employees), together with any agreements referred to herein, represent the entire agreement of the parties hereto with respect to the subject matter hereof, and completely supersedes any and all prior agreements, negotiations, understandings and representations, if any, made by and between the parties No representation, inducement, promise, or agreement, oral or otherwise, if any, not embodied in this Franchise Agreement, or any agreement referred to herein, is of any force and effect Nothing is intended to disclaim, or require Franchisee to waive reliance on any representation made in the Franchise Disclosure Document that Franchisor has provided

15 6 Waiver The failure, forbearance, neglect, or delay of any party at any time to require performance by another party of any provision of this Franchise Agreement, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder A waiver by any party of any breach of any provision of this Franchise Agreement must not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Franchise Agreement No notice to or demand on any party in any case, of itself, entitles such party to any other or further notice or demand in similar or other circumstances Franchisor and Franchisee will not waive or impair any right, power, or option this Franchise Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Franchise Agreement before its term expires) because of any custom or practice at variance with this Franchise Agreement's terms, Franchisor's or Franchisee's failure, refusal, or neglect to exercise any right under this Franchise Agreement or to insist on the other's compliance with this Franchise Agreement, including, without limitation, any of Franchisor's standards or specifications for operating a FAST-FIX Service Center, Franchisor's waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other FAST-FIX Service Centers, the existence of franchise agreements for FAST-FIX Service Centers which contain provisions different from those contained in this Franchise Agreement, or Franchisor's acceptance of any payments due from Franchisee after any breach of this Franchise Agreement No special or restrictive legend or endorsement on any check or similar item given to Franchisor will be a waiver, compromise, settlement, or accord and satisfaction Franchisor is authorized to remove any legend or endorsement, which then will have no effect

15 7 Notices All notices, requests, approvals, consents, demands and other communications required or permitted to be given under this Franchise Agreement shall be in writing, signed by the party making or giving the notice or demand, and hand delivered, delivered by reputable overnight courier (such as FedEx), sent by facsimile or email with confirmation receipt, or mailed by certified or registered mail, return receipt requested, to each of the parties hereto as follows

(a) To Franchisor at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, Attention Gerald W B Weber, President

(b) To Franchisee at _____

Each such notice is deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date of transmission (provided confirmation is sent as described above) if by facsimile or email, or (iii) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered Notwithstanding anything in this Franchise Agreement to the contrary, if Franchisee comprises more than one individual, notice delivered by Franchisor to Franchisee at the foregoing address is considered notice to all individuals comprising Franchisee Franchisee acknowledges and agrees that e-mail communication shall be an appropriate means of communication between Franchisor and Franchisee

15 8 Change of Address Notice The addresses where notices are to be delivered under this Franchise Agreement may be changed by either party hereto by designating a new address, in writing, and delivering such designation to the other party in the same manner as notices are to be delivered under Section 15 7

15 9 Entity Franchisee If Franchisee is a corporation, limited liability company, limited partnership, or other entity, it shall, at or prior to its execution of this Franchise Agreement, provide to Franchisor the following (a) formation documents filed with the state of its formation certified to be true and correct by the appropriate official of such state and a "good standing" certificate as to Franchisee from such appropriate official, (b) a list of owners together with each owner's corresponding ownership interest, (c) a certificate from each owner stating that it (and its owners) has no interest in any Competitive Business, (d) a certificate of incumbency of managers, officers and directors, as applicable, and (e) minutes or written consent authorizing the execution of this Franchise Agreement, certified to be true and correct by the secretary of Franchisee The owners of all the issued and outstanding voting equity of the entity as certified by an authorized officer shall be and remain, at all times, parties, individually, to this Franchise Agreement and jointly and severally liable for all of the obligations and undertakings of Franchisee hereunder No additional voting equity shall be issued without Franchisor's consent

15 10 Miscellaneous As used in this Franchise Agreement and when required by context,

(a) each number (singular or plural) includes all numbers, each gender includes all genders and the word "it" includes the appropriate pronoun as the context requires,

(b) "Including (include)" means "including (include), without limitation",

(c) "Or," as in "A or B," means A or B or both, and

(d) "Herein, "hereunder," and "hereof" refer to this Franchise Agreement, and not to the specific section in which that term occurs

15 11 Headings The headings and subheadings contained in this Franchise Agreement are for convenience of reference only, are not to be considered a part of this Franchise Agreement and shall not limit or otherwise affect in any way the meaning or interpretation of this Franchise Agreement

15 12 Force Majeure Except as set forth in the next sentence, neither Franchisor nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Franchise Agreement, if its failure to perform its obligations results solely from any of the following causes (a) transportation shortages or inadequate supply of equipment, merchandise, supplies, labor, material, or energy, (b) compliance with any applicable law, or (c) war, strikes, natural disaster or acts of God Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that in no event shall such causes excuse payments of amounts owed to Franchisor for any reason

15 13 Severability

(a) If any provision of this Franchise Agreement or any other agreement entered into pursuant to this Franchise Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Franchise Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible If any provision of this Franchise Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable

(b) If any applicable law of any jurisdiction requires a greater prior notice of the termination of or non-renewal of this Franchise Agreement (if permitted) than is required under this Franchise Agreement, or the taking of some other action not required under this Franchise Agreement, or if under any applicable law of any jurisdiction, any provision of this Franchise Agreement or any requirement prescribed by Franchisor is invalid or unenforceable, the prior notice or other action required by such law shall be substituted for the comparable provisions of this Franchise Agreement Franchisor shall have the right, in its discretion, to modify such invalid or unenforceable requirement to the extent required to be valid and enforceable Such modifications to this Franchise Agreement shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and this Franchise Agreement shall be enforced as originally made and entered into in all other jurisdictions

15 14 No Rights to Withhold Payments, Setoff Franchisee agrees that he will not, on grounds of an alleged non-performance by Franchisor of any of its obligations or any other reason, withhold payment of any amounts due whatsoever No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of a payment in full or an accord and a satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as it may see fit Franchisor may set off against any sums payable to Franchisee hereunder any unpaid debts to Franchisor

15 15 Right to Sign Franchise Agreement on Different Terms Franchisee acknowledges and agrees that Franchisor may have in the past and may in the future enter into franchise agreements with other franchisees on terms and conditions materially different from the terms set forth herein

15 16 Third Parties Except as provided in this Franchise Agreement to the contrary with respect to any Affiliates of Franchisor, nothing in this Franchise Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Franchise Agreement on any persons (including other franchisees) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns Further, nothing in this Franchise Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Franchise Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Franchise Agreement The parties agree that each of their respective owners, officers, directors, employees, agents, attorneys and other representatives are third-party beneficiaries of the provisions of ARTICLE 13 and Sections 15 21, 15 26 and 15 27

15 17 Security Interest As security for all monetary and other obligations of Franchisee to Franchisor or its Affiliates, Franchisee grants to Franchisor a first priority security interest in all assets of Franchisee in the Franchised Business, including all furniture, fixtures, machinery, equipment, inventory and all other property (tangible or intangible), now owned or later acquired by Franchisee used in connection with the Franchised Business and wheresoever located as well as all contractual and related rights of Franchisee under this Franchise Agreement and all other agreements between the parties Franchisee agrees to execute such financing statements, continuation statements, notices of lien, assignments or other documents as may be required in order to perfect and maintain Franchisor's security interest Franchisor may, in its discretion, enter a subordination agreement, in form and substance satisfactory to it, whereby it will subordinate its security interest to (a) the security interest of a reputable institutional lender

relating to a loan to Franchisee for reasonable working capital purposes, (b) the purchase money security interest of an approved equipment vendor for any equipment purchased or leased by Franchisee and used in the operation of the Franchised Business, or (c) the purchase money security interest of a supplier of approved products sold at the Franchised Business Franchisee shall pay all filing fees and costs for perfecting Franchisor's security interest

15 18 No Reliance Except as expressly provided to the contrary in this Franchise Agreement, Franchisor makes no representations, warranties or guarantees on which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Franchise Agreement, or by reason of any neglect, delay or denial of any request therefore unless such conduct would otherwise constitute a breach of an express obligation of Franchisor under this Franchise Agreement

15 19 Receipt of Completed Franchise Agreement Franchisee acknowledges that it, he or she received from Franchisor a completed copy of this Franchise Agreement and all related agreements, containing all material terms, with all blanks filled in (except for the date, signatures and any minor matters not material to the agreements) at least seven calendar days prior to the execution of this Franchise Agreement

15 20 Acknowledgment of Risk Franchisee acknowledges and agrees to the following

(a) THE SUCCESS OF FRANCHISEE IN OWNING AND OPERATING THE FRANCHISED BUSINESS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, FRANCHISEE'S INDEPENDENT BUSINESS ABILITY AND EFFORT NO REPRESENTATIONS OR PROMISES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY FRANCHISOR OR ANY DIRECTOR, OFFICER, EMPLOYEE, BROKER OR REPRESENTATIVE OF FRANCHISOR, TO INDUCE FRANCHISEE TO ENTER INTO THIS FRANCHISE AGREEMENT OR ANY RELATED AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS FRANCHISE AGREEMENT OR SUCH RELATED AGREEMENTS NO EMPLOYEE, OFFICER, DIRECTOR, BROKER OR REPRESENTATIVE IS AUTHORIZED TO DO OTHERWISE,

(b) IN ALL OF FRANCHISOR'S DEALINGS WITH FRANCHISEE, FRANCHISOR'S OFFICERS, DIRECTORS, EMPLOYEES, BROKERS (IF ANY), AND OTHER REPRESENTATIVES ACT ONLY IN A REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY THIS FRANCHISE AGREEMENT, AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND SUCH INDIVIDUALS AS A RESULT OF THIS FRANCHISE AGREEMENT, ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR,

(c) FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS VENTURE CONTEMPLATED BY THIS FRANCHISE AGREEMENT AND RECOGNIZE THAT, LIKE ANY OTHER BUSINESS, THE NATURE OF THE BUSINESS CONDUCTED BY A FAST-FIX SERVICE CENTER MAY EVOLVE AND CHANGE OVER TIME,

(d) AN INVESTMENT IN A FAST-FIX SERVICE CENTER INVOLVES BUSINESS RISKS,

(e) ANY INFORMATION FRANCHISEE ACQUIRES FROM OTHER FAST-FIX SERVICE CENTER FRANCHISEES RELATING TO THEIR SALES, PROFITS OR CASH FLOWS DOES NOT CONSTITUTE INFORMATION OBTAINED FROM FRANCHISOR, NOR DOES FRANCHISE MAKE ANY REPRESENTATION AS TO THE ACCURACY OF ANY SUCH INFORMATION, AND

(f) FRANCHISOR MAKES NO WARRANTY AS TO FRANCHISEE'S ABILITY TO OPERATE THE FRANCHISED BUSINESS IN THE JURISDICTION IN WHICH THE FRANCHISED BUSINESS IS TO BE OPERATED IT IS INCUMBENT ON FRANCHISEE TO SEEK OR OBTAIN ADVICE OF

COUNSEL SPECIFICALLY WITH RESPECT TO THIS ISSUE IN THE EVENT THAT LEGISLATION ENACTED BY, OR REGULATION OF, ANY GOVERNMENTAL BODY PREVENTS FRANCHISEE FROM OPERATING THE FRANCHISED BUSINESS, FRANCHISOR SHALL NOT BE LIABLE FOR DAMAGES NOR BE REQUIRED TO INDEMNIFY FRANCHISEE IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM FRANCHISEE

15 21 Release of Prior Claims By executing this Franchise Agreement, Franchisee, and each successor of Franchisee under this Franchise Agreement forever releases and discharges Franchisor and its Affiliates, its designees, franchise sales brokers, if any, or other agents, and their respective officers, directors, representatives, employees and agents, from any and all claims of any kind, in law or in equity, which may exist as of the date of this Franchise Agreement relating to, in connection with, or arising under this Franchise Agreement or any other agreement between the parties, or relating in any other way to the conduct of Franchisor, its Affiliates, its designees, franchise sales brokers, if any, or other agents, and their respective officers, directors, representatives, employees and agents prior to the date of this Franchise Agreement, including, to the extent permitted by law, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, business opportunity, securities, antitrust or other laws of the United States, any state or locality Notwithstanding the foregoing, this release shall not act as a release of any claim the Franchisee may have based on the Franchisor's representations made in its franchise disclosure document

15 22 Modification of the System FROM TIME TO TIME AFTER THE DATE OF THIS FRANCHISE AGREEMENT, FRANCHISOR MAY CHANGE OR MODIFY THE SYSTEM (INCLUDING THE TYPES OF GOODS AND SERVICES OFFERED BY THE FRANCHISED BUSINESS) FRANCHISEE SHALL ACCEPT, AND IS BOUND BY, ANY SUCH CHANGES IN THE SYSTEM AS IF THEY WERE PART OF THIS FRANCHISE AGREEMENT AT THE TIME OF ITS EXECUTION FRANCHISEE WILL MAKE SUCH EXPENDITURES AND SUCH CHANGES OR MODIFICATIONS TO COMPLY WITH THE CHANGES OR MODIFICATIONS OF THE SYSTEM AS FRANCHISOR MAY REASONABLY REQUIRE

15 23 Remedies Cumulative Except as otherwise expressly provided in this Franchise Agreement, no remedy in this Franchise Agreement conferred on any party is intended to be exclusive of any other remedy Each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Franchise Agreement or now or later existing at law or in equity or by statute or otherwise No single or partial exercise by any party of any right, power or remedy under this Franchise Agreement shall preclude any other or further exercise of such right, power or remedy

15 24 Interpretation The parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Franchise Agreement and all of the other documents executed incidental to this Franchise Agreement and, therefore, none of the parties shall, while this Franchise Agreement is effective or after its termination, claim or assert that any provisions of this Franchise Agreement or any of the other documents should be construed against the drafter of this Franchise Agreement or any of the other documents

15 25 Waiver of Punitive, Exemplary, and Speculative Damages Claims EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION 11 5 ABOVE AND TO PAY FRANCHISOR LIQUIDATED DAMAGES UNDER SECTION 12 4 ABOVE, THE PARTIES MUTUALLY AND WILLINGLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE, EXEMPLARY, OR SPECULATIVE DAMAGES AGAINST THE OTHER IN THE EVENT OF

A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT

15 26 Waiver of Jury Trial EXCEPT FOR THE FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION 11 5, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE (INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS), WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS FRANCHISE AGREEMENT RELATES

15 27 Counterparts This Franchise Agreement may be executed in two or more counterparts, each of which is an original, but all of which together constitute one and the same instrument Confirmation of execution by facsimile, or scanned and emailed, signature page shall be binding on any party so confirming

15 28 Consents, Approvals and Satisfaction Whenever Franchisor's consent or approval is required under this Franchise Agreement, such consent or approval is not binding on Franchisor unless such consent or approval is in writing and signed by the Franchisor No other officer, employee, or agent of Franchisor has authority to execute any consent or approval on behalf of Franchisor Franchisor consent or approval, whenever required, may be withheld if any default by Franchisee exists under this Franchise Agreement Unless this Franchise Agreement expressly states otherwise, anytime Franchisor satisfaction is required under this Franchise Agreement, such satisfaction is determined on the basis of Franchisor judgment Further, any consent or approval provided by Franchisor under or arising out of this Franchise Agreement (including the approval of the Service Center or any minimum insurance requirements) is not, directly or indirectly, a representation or warranty (including whether the Franchised Business will be profitable, whether Franchisee's sales will attain any predetermined levels, or whether any approved assignee will be able to meet its financial obligations to assignor or any other party) relating to the subject of such consent or approval Such consent or approval is an expression only that Franchisor's minimum requirements for Franchisor to grant it have been met, or waived, in Franchisor's discretion Additionally, Franchisee shall not claim that the provision or withholding of any consent or approval by Franchisor imposes any liability on Franchisor Any approval or consent of Franchisor under or arising out of this Franchise Agreement shall be granted or withheld in its discretion, unless this Franchise Agreement expressly requires otherwise

15 29 Joint and Several Liability If Franchisee consists of more than one person, or one or more of such persons sign this Franchise Agreement on or in behalf of Franchisee, all such persons are jointly and severally liable with each other and with Franchisee for Franchisee's liabilities and obligations under this Franchise Agreement

15 30 Joinder On a permitted transfer pursuant to Section 10 3 or on the marriage of an individual Franchisee, such transferee or spouse shall immediately execute Franchisor's then-current form of joinder (the "Joinder") Under the Joinder, each such party shall agree, among other things, that he, she or it is personally bound by all the terms of this Franchise Agreement and the Sublease as if he, she or it were Franchisee or "sublessee" thereunder and agrees that he, she or it is jointly and severally liable with the other parties making up Franchisee or "sublessee" for all Franchisee's and each other's obligations under this Franchise Agreement and the Sublease Further, the acts and omissions of each such party is deemed to be the act or omission of Franchisee Consequently, any act or omission of one of such parties that would be a default under this Franchise Agreement

or Sublease if committed or omitted by Franchisee is considered to be a default by Franchisee Likewise, if any of such party violates any of his, her or its obligations under the Joinder, such violation is considered a material default under this Franchise Agreement entitling Franchisor to immediately terminate this Franchise Agreement

15 31 Anti-Terrorism Law

(a) Franchisee represents and warrants to Franchisor as follows

(i) Neither Franchisee, its individuals or affiliates nor any of their respective agents (collectively, the "Franchisee Parties") is in violation of any law relating to terrorism or money laundering including, but not limited to, Executive Order No 13224 on Terrorist Financing, the U S Bank Secrecy Act, as amended by the Patriot Act, the Trading with the Enemy Act, the International Emergency Economic Powers Act and all regulations promulgated thereunder, all as amended from time to time (collectively, "Anti-Terrorism Law")

(ii) No action, proceeding, investigation, charge, claim, report, or notice has been filed, commenced, or threatened against any of the Franchisee Parties alleging any violation of any Anti-Terrorism Law

(iii) None of the Franchisee Parties has, after due inquiry, knowledge of any fact, event, circumstance, situation or condition which could reasonably be expected to result in any action, proceeding, investigation, charge, claim, report, notice or penalty being filed, commenced threatened or imposed against any of them relating to any violation of or failure to comply with any Anti-Terrorism Law

(iv) None of the Franchisee Parties is a "Prohibited Person " A Prohibited Person means any of the following

(A) A person or entity that is "specially designated" on the most current list published by the U S Treasury Department Office of Foreign Asset Control or which is owned, controlled by or acting for or on behalf of any such person or entity

(B) A person or entity with whom Franchisor is prohibited from dealing by any Anti-Terrorism Law

(C) A person or entity that commits, threatens, or conspires to commit or supports "terrorism," as defined in any Anti-Terrorism Law

(b) None of the Franchisee Parties

(i) Conducts any business or transactions or makes or receives any contribution of funds, goods, or services in violation of any Anti-Terrorism Law,

(ii) Engage in or conspire to engage in any transaction that evades or avoids, has the purpose of evading or avoiding or attempts to violate any of the prohibitions of any Anti-Terrorism Law

(c) Franchisee agrees promptly to deliver to Franchisor (but in any event within 10 days of Franchisor's written request) any certification or other evidence requested from time to time by Franchisor, in its reasonable discretion, confirming Franchisee's compliance with the foregoing

15 32 Approval and Guaranty Provision If Franchisee is a corporation, all Franchisee's shareholders, or, if Franchisee is a partnership, all Franchisee's general partners, or, if Franchisee is a limited liability company, all Franchisee's members, shall approve this Franchise Agreement, permit Franchisee to furnish the financial information required by Franchisee and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the FAST-FIX Service Center and limitations on their rights to compete, and sign separately a Personal Guaranty Agreement, guaranteeing Franchisee's payments and performance hereunder Where required to satisfy Franchisor's standards of creditworthiness, or to secure the obligations made under this Franchise Agreement, Franchisee's spouse, or the spouses of Franchisee's Affiliates, may be asked to sign the Personal Guaranty Agreement Our form of Personal Guaranty Agreement appears as Attachment 8 hereto

15 33 Business Organization If Franchisee is a business organization (like a corporation, limited liability or partnership) it will completely and accurately describe all of its Owners and their interests in Franchisee, by completing the Principal Owners Statement, a form of which is attached as Attachment 9 hereto The word "Owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Franchise Agreement or an interest in Franchisee), including any person who has a direct or indirect interest in Franchisee or this Franchise Agreement and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in the revenue, profits, rights or assets

The parties are executing this Franchise Agreement on the date set forth in the first paragraph of this Franchise Agreement

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____

Attachment 1

SCHEDULE OF INITIAL FEES

Franchisee Designation (check one)

☐ Kiosk
☐ In-Line Store
☐ Store-in-Store Location (Walmart)
☐ Store-in-Store Location (Meijer)

Initial Franchise Fee $_____

Attachment 2

TERRITORY AND SITE OF SERVICE CENTER

The undersigned, pursuant to Section 3 1 of the Franchise Agreement (the "Franchise Agreement") simultaneously being entered into with Jewelry Repair Enterprises, Inc ("Franchisor"), hereby accepts the following as the Territory

_____
_____
_____
_____

The undersigned hereby further accepts the following site as the Service Center for the Franchised Business

_____

This Attachment 2 shall be retained pursuant to the terms and conditions of the Franchise Agreement Capitalized terms used herein but not otherwise defined shall have the meanings given to those terms in the Franchise Agreement

Date _____, 20___

FRANCHISEE

By

_____

Name

_____

Title _____

FRANCHISOR

JEWELRY REPAIR ENTERPRISES, INC

By

_____

Name _____

Title _____

Attachment 3

SUBLEASE (STORE-IN-STORE)

SUBLEASE[1]

This SUBLEASE (this "Sublease") is dated as of _____ __, 20__, and is among **JEWELRY REPAIR ENTERPRISES, INC** ("Sublessor"), a Pennsylvania corporation, and _____, an individual, and _____, an individual (collectively, "Sublessee")

A Sublessor, as franchisor, and Sublessee, as franchisee, have entered, or concurrently with the execution of this Sublease are entering, into a franchise agreement (the "Franchise Agreement"), under which Sublessor grants Sublessee the right—and Sublessee undertakes the duty—to operate a ***Fast-Fix Jewelry and Watch Repairs®*** franchise (the "Business") at those premises described on Exhibit A attached hereto (the "Service Center")

B Sublessor, as tenant, and _____ (the "Landlord"), as the landlord, entered into a lease for the Service Center on _____ (the "Master Lease") A copy of the Master Lease is attached to this Sublease as Exhibit B

C Sublessor desires to sublease the Service Center to Sublessee on the terms contained in this Sublease

The parties therefore agree as follows

1 Grant of Sublease {Subject to the written consent of the Landlord,} Sublessor hereby subleases the Service Center to Sublessee on the terms and conditions set forth in this Sublease At the commencement of the Term, the Sublessor shall deliver the Service Center in its "as is, where is" condition as of the date thereof

2 Term

a Subject to Section 2 b, the term of this Sublease—and Sublessee's right and duty to occupy the Service Center—begins on the {later of the} date hereof {or, if Landlord consent is required, the date that the Landlord consents in writing to this Sublease,} and ends one day prior to the expiration of the term of the Master Lease, as it may be extended pursuant to any extensions, renewals or replacements thereof (the "Term")

b Sublessor shall have the right, but not the obligation, on notice to Sublessee, to extend the Term Such extension, if any, may be only to coincide with the then existing term of the Master Lease, as it may be periodically extended, renewed or replaced However, the Term may not last longer than the term of Franchise Agreement, as such term may be extended or renewed pursuant to the Franchise Agreement

c Sublessor has the sole right, but not the obligation, to extend, renew or replace the Master Lease, on terms it deems appropriate in its discretion A replacement lease means any new lease Sublessor obtains for the Service Center, which new lease begins before the expiration of the Master Lease as it may have been extended or renewed If Sublessor has obtained a replacement lease, references herein to "Master Lease" include such replacement lease

3 Net Sublease This Sublease is absolutely net to Sublessor and is thus a net sublease Sublessor therefore will not be subject to, or responsible for, any payments, charges, taxes, or obligations of any nature whatsoever with respect to the Service Center, the contents thereof or the use or

[1] {If underlying agreement is a License instead of a Lease, revise form to reflect this to be a Sublicense of a Master License between Sublicensor and Sublicensee as applicable }

occupancy thereof, except as may be expressly set forth herein Sublessee is exclusively responsible for, and shall timely pay, all such payments, charges, taxes or obligations

4 Rent Sublessee shall pay all rent (the "Rent") due under the Master Lease, irrespective of whether designated as base rent, additional rent, percentage rent or otherwise, in accordance with the provisions thereof

5 ***Security Deposit*** Sublessee shall deposit with Sublessor simultaneously with the execution of this Sublease the amount of $_____ {insert amount of security deposit deposited by Sublessor under Master Lease} ("Security Deposit") as security for the faithful performance and observation by Sublessee of the terms, conditions, and provisions of this Sublease, including, without limitation, the surrender of possession of the Service Center to Sublessor as herein provided On the occurrence of any default hereunder or under the Master Lease, Sublessor may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to pay sums past due by Sublessee to Sublessor under this Sublease and to repair, restore, or discharge any damage, injury, expense, or liability caused by any default hereunder or the Master Lease, and the portion of the Security Deposit expended shall be restored by Sublessee on demand The Security Deposit shall not be considered a measure of Sublessors's damages for any default by Sublessee hereunder or under the Master Lease Unless otherwise required by applicable law, no interest shall be paid on the Security Deposit The amount of the Security Deposit then held by Sublessor shall be returned to Sublessee at the end of the Term of the Sublease provided no uncured default by Sublease exists hereunder

6 Additional Charges In addition to the Rent, Sublessee shall pay all other amounts (the "Additional Charges") that Sublessor must pay under the Master Lease, whether to the Landlord or any other party, including any percentage rent, taxes, duties, assessments, insurance, deposits, common-area-maintenance charges, association dues, advertising and promotion fund payments, operating expenses, and utility charges All of the Additional Charges must be calculated and payable in accordance with the provisions of the Master Lease Sublessee shall also timely pay all sales and use taxes and excise taxes imposed or levied on all payments made by Sublessee hereunder by the State in which the Service Center if located or any other governmental authority having jurisdiction

7 Payment Time and Place Sublessee shall pay the Rent and all Additional Charges on or before the date on which Sublessor must pay such amounts under the Master Lease Sublessee shall, unless Sublessor periodically otherwise directs, pay the Rent and all Additional Charges directly to the Landlord and promptly provide Sublessor with proof of timely payment thereof Furthermore, all Rent and Additional Charges shall be payable in advance, without notice or demand and without any deduction or abatement, and regardless of any claim, set off or defense that may be asserted by Sublessee In the event any installment of Rent or payment of Additional Charges is not paid within five (5) business days after it is first due, then in addition to any interest or penalties charged under the Master Lease Sublessee shall also pay Sublessor, as Additional Charges, a late payment fee equal to five percent (5%) of such delinquent payment, and interest on such unpaid amount accruing at an annual rate of ten percent (10%) from the date on when such installment or payment shall have become due to the date of the payment thereof and such interest shall be deemed Additional Charges Sublessor's right to the aforementioned delinquent interest is in addition to all of Sublessor's rights and remedies under this Sublease, at law or in equity

8 Use of Service Center Sublessee shall use the Service Center exclusively to operate the Business in accordance with the Franchise Agreement, the use clause within the Master Lease, and all applicable laws, regulations and ordinances and for no other purpose Sublessee shall not use or occupy the

Service Center in any manner that violates or is inconsistent with the Franchise Agreement or Master Lease Further, Sublessee covenants at all times during the term of this Sublease not to make any alterations or additions to the Service Center, or any fixtures therein of any nature whatsoever without the prior written consent of Sublessor, which consent may be granted or withheld in Sublessor's sole discretion Sublessee agrees that in any case where the provisions of the Master Lease or this Sublease require that the consent or approval of the Landlord be obtained prior to the taking of any action, Sublessee shall first obtain the prior written consent of Sublessor and thereafter shall obtain the prior written consent of Landlord in accordance with the Master Lease

9 Obligations, Renewal Sublessee hereby assumes, and is bound by, all the obligations and conditions that the Master Lease imposes on Sublessor as the tenant thereunder (the "Tenant's Duties") The Tenant's Duties are incorporated herein by reference Notwithstanding anything in this Sublease or the Master Lease to the contrary, this Sublease does not grant Sublessee any rights of first refusal, any options to purchase, or any extensions or renewal rights with respect to the Master Lease In no event shall Sublessee enter a renewal lease directly with the Landlord or negotiate, or otherwise attempt to enter, with the Landlord such a renewal lease or any modification of the Master Lease Notwithstanding anything in this Sublease to the contrary, on the expiration thereof, Sublessor has no obligation to renew, extend, or replace the Master Lease This Sublease and the Sublessee's rights under this Sublease shall at all times be subject and subordinate in all respects to the Master Lease Notwithstanding any provision contained herein to the contrary, during the Term, the Sublessee shall have no greater rights in the Service Area than Sublessor shall have, from time to time, in and to the Service Area under the Master Lease Sublessee shall not cause or permit and act or omission which would constitute a default under the Master Lease or would give Landlord the right to terminate the Master Lease prior to the stated expiration of the term thereof

10 Transfers

a Transfer Restrictions Except as provided in Section 10 b or Section 16, neither Sublessee nor its owners (or their respective owners) shall—either voluntarily or involuntarily, in whole or in part—do any of the foregoing (i) sell, transfer, assign, sublet, or otherwise dispose of this Sublease, the Master Lease or the Service Center or any equipment, fixtures, or furniture thereon or therein, (ii) mortgage, grant any security interest in or lien against, or encumber this Sublease, Master Lease or the Service Center, or any equipment, fixtures, or furniture thereon or therein, or (iii) permit the use or occupation of the Service Center by any other person (all the foregoing acts shall be considered a "transfer") This Sublease and Sublessee's interest herein may not be transferred by operation of law Further, if Sublessee is a corporation, partnership, limited partnership, or other entity, Sublessee shall provide Sublessor with prior notice of any proposed transfer or assignment of voting or ownership interests therein A transfer or assignment of any such voting or ownership interests—individually or in the aggregate, directly or indirectly—is considered a transfer of an interest in this Sublease by Sublessee, as is a transfer or assignment of all or substantially all of Sublessee's assets For the purposes of this Section 10, and other related provisions of this Franchise Agreement, the terms "transfer" or "assign" refer to any of the preceding actions Any purported transfer in violation of this Section 10 is null and void, *ab initio*

b Permitted Transfers Sublessee may assign its rights under this Sublease only with the express written consent of Sublessor, which consent Sublessor may grant or withhold in its sole and absolute discretion, and, if Sublessor grants such consent, each of the following conditions is satisfied (i) each assignee assumes all of Sublessee's obligations hereunder, (ii) Sublessee also

transfers to each assignee its rights under the Franchise Agreement in accordance with the provisions thereof, and (iii) Sublessee satisfies any other conditions required by Sublessor

c Continuing Liability In no event will any transfer or assignment by Sublessee or any other person or their respective owners release any such parties from liability for their respective conduct before the transfer or assignment, or from their respective obligations under this Sublease or the Franchise Agreement, including conduct in breach of this Sublease or the Franchise Agreement Additionally, on transfer or assignment, Sublessee, any other transferor or assignor and their respective owners shall become jointly and severally liable with each other and the transferee or assignee for the performance of the transferee's or assignee's obligations and undertakings under the transferee's or assignee's sublease and Franchise Agreement, as they may be renewed, extended or amended

d Transfers by Sublessor Sublessor may transfer this Sublease and any of its rights hereunder Sublessor may delegate its duties under this Sublease

11 Indemnification Sublessee agrees to indemnify, defend, and hold harmless Sublessor, Sublessor's affiliates, and Sublessor's and Sublessor's affiliates' respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of Sublessee's use and occupancy of the Service Center, Sublessee's breach of this Sublease, or any injury or death to individuals or damage to property sustained in or about the Service Center, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by Sublessor's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced Each Indemnified Party may defend any claim against it at Sublessee's expense and agree to settlements or take any other remedial, corrective, or other actions

This indemnity will continue in full force and effect subsequent to and notwithstanding this Sublease's expiration or termination An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph Sublessee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Sublessee under this subparagraph

Sublessee agrees, at its sole cost, to obtain and maintain with respect to the Service Center the casualty and liability insurance coverages (in form and issued by companies) satisfying the insurance requirements set forth in the Master Lease, with waivers of subrogation, and also naming Sublessor as an additional insured thereunder

12 Inspection At any time during normal business hours and without any prior notice, Sublessor or its representatives may inspect the Service Center With respect to any such inspection, Sublessee shall fully cooperate with Sublessor or its representatives—such cooperation including providing such parties with full and free access to the Service Center Sublessee shall reimburse Sublessor, within 5 days of receipt of written notice, for any costs incurred or associated with Sublessor's confirming the occurrence of discovering a default has occurred, confirming a default has been satisfactorily cured, or to assist or supervise the curing of any default

13 Default and Termination

a Default and Termination The occurrence of any of the following events or conditions shall constitute a default, and, after the expiration of any cure period specified below, shall be good and sufficient cause for Sublessor to, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Sublease on notice to Sublessee

i Sublessee fails to pay when due any Rent or Additional Charges or other amount payable hereunder and such failure continues for five days after Sublessor delivers written notice thereof (or such shorter period of time, if any, as provided in the Master Lease),

ii Sublessee fails to comply with any other provision in this Sublease and such failure continues for five days after Sublessor delivers written notice thereof (or such shorter period of time, if any, as provided in the Master Lease),

iii any act or omission by Sublessee or its sufferance of any act or condition that constitutes a default by the tenant under the Master Lease and such default continues following the applicable notice and cure periods, if any, as provided in the Master Lease—whether or not the Landlord seeks to enforce the applicable default provision of the Master Lease,

iv if Sublessee receives three or more notices of default under this Sublease or any other agreement with Sublessor or any of its affiliates (including the Franchise Agreement or any other franchise agreement or sublease), whether for the same or different defaults and regardless of whether such defaults were cured,

v if, except as expressly permitted by this Sublease, any person attempts or purports to transfer or assign this Sublease, Master Lease or the Service Center, or any interest, rights or obligations thereunder, without Sublessor's prior written consent or otherwise breaches any of the provisions of Section 10

b Cross Default and Termination If Sublessee or any of its affiliates defaults under any other agreement with Sublessor or any of its affiliates (including the Franchise Agreement or any other sublease or franchise agreement), and such default is not cured within any permitted period, if any, as provided in such other agreement, such default is deemed a default under this Sublease If, as a result of such default or the exercise of any other termination right, Sublessor or its affiliates terminate such other agreement, Sublessor may immediately terminate this Sublease on notice to Sublessee without providing Sublessee with any additional opportunity to cure Likewise, if Sublessee or any of its affiliates defaults under this Sublease, such default is considered a default under any other agreement with Sublessor or any of its affiliates (including, without limitation, any sublease or franchise agreement), and Sublessor may terminate any of such other agreements on notice to Sublessee without providing Sublessee with any additional opportunity to cure

c Sublessor's Right to Cure Defaults At any time during the Term and without notice to Sublessee, Sublessor shall have the option, but not the obligation, to cure any defaults by Sublessee under this Sublease On written demand, Sublessee shall pay Sublessor, within five days of receipt of such demand, the amount of any expenses that Sublessor may incur in connection with such actions Notwithstanding any provision herein to the contrary, Sublessor shall have no obligation to perform any of Landlord's obligations under the Master Lease, and Sublessee agrees that Sublessor shall not be liable to Sublessee for damages, delay or for any other claims which result from the breach by Landlord under the Master Lease or due to the Landlord's failure to perform under the Master Lease as and when contemplated thereby

d Rights and Remedies Reference in this Sublease to any particular remedy or remedies of Sublessor in respect of any default by Sublessee does not preclude Sublessor from exercising any other remedy in respect thereof, whether pursuant to this Sublease, the Master Lease, or pursuant to law, including having all the rights and remedies of a secured party under the Uniform Commercial Code as adopted and in effect in the state where the Business is located No remedy will be exclusive or dependent on any other remedy, but Sublessor may, from time to time, exercise any one or more remedies independently or in combination, such remedies being cumulative and not exclusive If Sublessee fails to perform any of its obligations under this Sublease, in addition to any other rights or remedies provided under this Sublease, Sublessor has all the rights, remedies, privileges, protections, and indemnities against Sublessee that the Landlord has under the Master Lease for a breach of the obligations of the tenant thereunder Without limiting the foregoing, on termination of this Sublease, Sublessor may, but is not required to, re-sublet the Service Center or any parts thereof for the Term remaining before termination, and may grant concessions or free rent or make improvements or additions to facilitate a re-subletting of the Service Center

e Effect of Termination On any termination of this Sublease pursuant to this Section 13, the entire Rent and Additional Charges, together with any other amounts owed Sublessor, then or thereafter owing for the balance of the Term shall become immediately due and payable Further, Sublessee shall immediately vacate and surrender the Service Center as provided for in Section 14 Notwithstanding any such termination, Sublessee remains liable for all of its obligations to pay sums due to Sublessor or Landlord under the Master Lease, and for any breaches of this Sublease

14 Surrender On the expiration of the Term or sooner termination of this Sublease, Sublessee shall immediately surrender the Service Center to Sublessor broom-clean and vacant and otherwise in the same condition as it existed on the date hereof, and surrender all keys for the Service Center to Sublessor in accordance with its written instructions and inform Sublessor of all combinations and all locks, safes, and bolts, if any, in the Service Center Sublessee shall immediately remove from the Service Center all unattached personal property, owned or possessed by Sublessee and in which neither Sublessor nor Landlord has any security interest, lien, or other claim All other personal property, and all fixtures, are and remain subject to (a) the Landlord's rights under the Master Lease or arising by operation of law, and (b) any rights to which Sublessor may be entitled therein or thereto If Sublessee fails to immediately comply with the foregoing requirements, Sublessor may reenter the Service Center and take possession thereof, and on such reentry, Sublessor may remove all persons or property from the Service Center and such property so removed will be stored in a public warehouse or elsewhere at the cost and for the account of Sublessee, all without service of notice or resort to legal process, and without Sublessor being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby

15 Holdover by Sublessee If, after the expiration of the Term or sooner termination of this Sublease, Sublessee remains in possession of the Service Center without Sublessee executing a new agreement under which it may continue to lawfully use and occupy the Service Center, or fails to remove its property therefrom as required by this Sublease, Sublessee shall pay Sublessor such sums as the Master Lease provides for in the event of a holdover by the tenant thereunder

16 Security Interest As security for all monetary and other obligations of Sublessee to Sublessor or its affiliates, Sublessee grants Sublessor a first-priority security interest in all its assets used in connection with the Business (the "Collateral"), including but not limited to all furniture, fixtures, machinery, equipment, inventory and all other property (tangible or intangible), now owned or later acquired by Sublessee used in connection with the Business and wheresoever located as well as all contractual and related rights of Sublessee under this Sublease and all other agreements between the parties Sublessor may, in its discretion, enter into a subordination agreement (in form and substance satisfactory to Sublessor), under which it will subordinate its security interest to (a) the security interest of a reputable institutional lender relating to a loan to Sublessee for reasonable working capital purposes, (b) the purchase money security interest of an approved equipment vendor for any equipment purchased or leased by Sublessee and used in the operation of the Business, or (c) the purchase money security interest of a supplier of approved products sold at the Business Sublessee shall pay all filing fees and costs for perfecting Sublessor's security interest This paragraph is considered a security agreement under the Uniform Commercial Code as adopted and in effect in the state where the Business is located This paragraph and the provisions hereof are self-executing and do not require Sublessee to execute or deliver any other documents to become effective Sublessee agrees to execute and deliver such security agreements, financing statements, continuation statements, notices of lien, assignments or other documents as may be required in order to perfect and maintain Sublessor's security interest

17 Conflict Between the Terms of the ***Master*** Lease and this Sublease As between Sublessor and Sublessee, if there is a conflict between the terms of the Master Lease and this Sublease, the terms of this Sublease control To the extent that Landlord's approval of this Sublease is required under the Master Lease, this Sublease shall not be effective unless and until approved by the Landlord Sublessee agrees to promptly provide to Sublessor any and all information regarding Sublessee, including, without limitation, financial statements and tax returns, that Landlord reasonably requests and Sublessee shall otherwise cooperate to satisfy any requirement Landlord may impose as a condition to its consent to this Sublease

18 ***Conflict Between the Terms of the Franchise Agreement and the Sublease*** As between the Sublessor (Franchisor) and Sublessee (Franchisee) if there is a conflict between the terms of the Franchise Agreement and the Sublease, the terms of the Franchise Agreement shall control

19 Survival All agreements, representations, and warranties Sublessee makes in this Sublease continue in full force subsequent to and notwithstanding the expiration or sooner termination of this Sublease and until they are satisfied or by their nature expire

20 No Accord and Satisfaction Only full payment of any amount due satisfies Sublessee's payment obligations under this Sublease No endorsement or statement on any check or any letter accompanying any check or payment made hereunder may be considered as an accord and satisfaction of the full amount due Sublessor may accept any such check or payment without prejudice to Sublessor's right to recover the balance of such rent or pursue any remedy that would otherwise be available

21 ***Estoppel Statements*** Within 10 days after Sublessor requests it from Sublessee (or such shorter period of time as may be required under the Master Lease), Sublessee shall deliver to Sublessor, on a form supplied by Sublessor, an estoppel letter to Sublessor or to any proposed mortgagee, purchaser, or other transferee of part or all of the Service Center stating

a that this Sublease is in full force and effect, except for any modifications that are set out in the estoppel letter,

b the commencement and expiration dates of the Term,

c the date to which rent has been paid under the Sublease and the amount of any prepaid rent or any deposits held by Sublessor or the Landlord,

d that there no uncured defaults on the part of Sublessee, Sublessor or Landlord, or if there is a default, the estoppel letter must describe the particulars of such default, and that no event has occurred, nor does any condition exist, that with notice or the passage of time, or both, would constitute a default hereunder or under the Master Lease,

e whether there are any setoffs, defenses, or counterclaims against enforcement of the obligations to be performed by Sublessee or Sublessor under this Sublease,

f details concerning Sublessee and any guarantor's financial standing and corporate organization, and

g any other information or statement that Sublessor or a proposed mortgagee, purchaser, or transferee, may reasonably require

22 General

a Dispute Resolution This Sublease is governed by Florida law The parties will not institute any action against any other parties to this Sublease except in the United States District Court for the Southern District of Florida or the courts of general jurisdiction in Broward County, Florida and irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either jurisdiction or venue of such court The parties hereby adopt the choice of law, waiver of punitive damages, exemplary damages and speculative damages and waiver of jury trial provisions in the Franchise Agreement

b Entire Agreement This Sublease and the agreements referred to herein represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made between the parties No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied herein or in any agreement referred to herein, are of any force and effect The provisions of this Sublease may be amended, supplemented, waived, or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Sublease

c Miscellaneous As used in this Sublease and when required by context (i) each number (singular or plural) includes all numbers, each gender includes all genders and the word "it" includes the appropriate pronoun as the context requires, (ii) "including (include)" means "including (include), without limitation", (iii) "or," as in "A or B," means A or B or both, and (iv) "herein, "hereunder," and "hereof" refer to this Sublease, and not to the specific section in which that term occurs

d Binding Effect All of the terms and provisions of this Sublease, whether so expressed or not, are binding on, inure to the benefit of, and are enforceable by the parties hereto and their respective legal representatives, heirs, successors and permitted assigns

e Notices All notices, requests, approvals, demands, consents and other communications required or permitted under this Sublease shall be in writing and shall be (as elected by the person giving such notice) hand delivered, delivered by reputable messenger or courier service, sent by facsimile or email with confirmation receipt, or mailed by registered or certified mail, return receipt requested, addressed to each of the parties hereto as follows or to such other address that any party may designate by notice complying with the terms of this Section 22 e

To Sublessor at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, Attention CEO

To Sublessee at _____

_____

Each such notice is deemed delivered (a) on the date delivered if by personal delivery, (b) on the date of transmission (provided confirmation is sent as described above) if by facsimile or email, or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered Notwithstanding anything in this Sublease to the contrary, if Sublessee comprises more than one individual, notice delivered by Sublessor to Sublessee at the foregoing address is considered notice to all individuals comprising Sublessee

f Waiver The failure or delay of any party at any time to require performance by another party of any provision of this Sublease, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder A waiver by any party of any breach of any provision of this Sublease shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Sublease No notice to or demand on any party in any case, of itself, entitles such party to any other or further notice or demand in similar or other circumstances

g Severability If any provision of this Sublease or any other agreement entered into pursuant to this Sublease is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Sublease shall not be invalidated thereby and shall be given full force and effect so far as possible If any provision of this Sublease may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable

h Counterparts This Sublease may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument Confirmation of execution by facsimile, or scanned and emailed, signature page is binding on any party so confirming

i Joint and Several Liability If Sublessee consists of more than one person, or one or more of such persons sign this Sublease on or in behalf of Sublessee, all such persons are jointly and severally liable with each other and with Sublessee for Sublessee's liabilities and obligations under this Sublease

j Brokers Sublessor and Sublessee warrant and represent to each other than no broker other than _____ ("Broker") brought about this transaction or dealt with either party in connection therewith, and each does hereby indemnify and hold the other harmless from the

claim of any persons claiming by or through it by reason of this Sublease or the transaction contemplated hereby {Sublessee} shall be responsible for paying any commissions owed to Broker by reason of the execution of this Sublease

(The remainder of this page has been intentionally left blank)

INTENDING TO BE LEGALLY BOUND AND FOR VALUABLE CONSIDERATION, Sublessor and Sublessee have executed and delivered this Sublease on the date set forth in the first paragraph of this Sublease

WITNESSES

_____
Print Name

_____
Print Name

SUBLESSOR

JEWELRY REPAIR ENTERPRISES, INC

By

_____

Name _____

Title _____

WITNESSES

_____
Print Name

_____
Print Name

SUBLESSEE

_____

By

_____

Name _____

Title _____

Exhibit A

DESCRIPTION OF SERVICE CENTER

Exhibit B

COPY OF MASTER LEASE

Attachment 4

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

This Conditional Assignment of Telephone Numbers and Listings (the "**Assignment**") is entered into this ___ day of _____, 20__ between Jewelry Repair Enterprises, Inc , a Pennsylvania corporation, with its principal place of business at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432 ("**Franchisor**," "**we**," "**us**" or "**our**") and _____, whose current principal place of business is _____ ("**Franchisee**," "**you**" or "**your**") You and we are sometimes referred to collectively as the "parties" or individually as a "party "

BACKGROUND INFORMATION

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____ with you, pursuant to which you plan to own and operate a franchised jewelry and watch repair business, which offers products and services from a kiosk, from an in-line store, or from a Store-in-Store location in a larger retail store, such as a Walmart or Meijer store (the "**Service Center**") The FAST-FIX Service Center uses certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System**") We identify Service Centers and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**") In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of the Service Center if the Franchise Agreement is terminated

OPERATIVE TERMS

You and we agree as follows

1 **Background Information** The background information is true and correct This Assignment will be interpreted by reference to the background information Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement

2 **Conditional Assignment** FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (a) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**"), and (b) those certain internet website addresses ("**URLs**") associated with the Marks and used from time to time in connection with the operation of the Service Center at the address provided above This Assignment is for collateral purposes only and, except as specified herein Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof On termination or expiration of the Franchise Agreement (without extension) for any reason Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and the URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder

3 **Power of Attorney** Franchisee agrees and acknowledges that as between Franchisor and Franchisee, on termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and the URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment On such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and the URLs on such termination or expiration and that such assignment shall be made automatically and effective immediately on Telephone Company's and ISP' s receipt of such notice from Franchisor or Franchisee The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein on termination or expiration of the Franchise Agreement

4 **Indemnification** You will indemnify and hold us and our affiliates, stockholders, directors, officers, employees, agents and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company and/or ISP

5 **Binding Effect** This Assignment is binding on and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns

6 **Assignment to Control** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company

7 **Attorney's Fees, Etc** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party The term "attorneys' fees" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings

8 **Severability** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms

9 **Governing Law and Forum** This Assignment is governed by Florida law The parties will not institute any action against any other parties to this Assignment except in the United States District Court for the Southern District of Florida or the courts of general jurisdiction in Broward County, Florida and irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either jurisdiction or venue of such court The parties hereby adopt the choice of law, waiver of punitive damages, exemplary damages and speculative damages and waiver of jury trial provisions in the Franchise Agreement

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written

ASSIGNOR

By _____

Print Name _____

Title _____

ASSIGNEE
JEWELRY REPAIR ENTERPRISES, INC, a Pennsylvania corporation

By _____

Print Name _____

Title _____

Attachment 5

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

THIS NONDISCLOSURE AND NONCOMPETITION AGREEMENT ("**Agreement**") made as of the _____, 20__, is between Jewelry Repair Enterprises, Inc , a Pennsylvania corporation (hereinafter referred to as "**Franchisor**") and _____ ("**Individual**") in connection with that certain Franchise Agreement dated _____, 20__ ("**Franchise Agreement**") between Franchisor and _____ ("**Franchisee**")

W I T N E S E T H

WHEREAS, Franchisor has granted Franchisee the right to operate a FAST-FIX Service Center (the "**Franchised Business**" or "**FAST-FIX Service Center**") at an In-Line Store, a Kiosk, or a Store-in-Store Location in a larger retail store, such as a Walmart or Meijer store, and

WHEREAS, Individual is (a) one of Franchisee's legal or beneficial owners, (b) spouse of Franchisee's legal or beneficial owners, or (c) an individual who will receive training by Franchisee or Franchisor that is directly related to the Franchised Business, and which is, and will have access to some or all of Franchisor's Trade Secrets and other Confidential Information (as such terms are defined below), and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement, and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Franchisor, Franchisee or any other Fast-Fix Center in any Competitive Business (as defined below)

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows

1 **Trade Secrets and Confidential Information**

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business

(a) For the purposes of this Agreement, a "**Trade Secret**" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in developing or operating the Franchised Business or FAST-FIX Service Center that is not commonly known by or available to the public and that information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

(b) For the purposes of this Agreement "**Confidential Information**" means any and all information, knowledge, know how, technologies, processes, techniques, trade secrets, business methods, procedures, pricing methodology, all draft and final site selection criteria and layouts, designs

and other plans and specifications for the construction, buildout, design, renovation, decor, equipment, signage, fixtures and trade dress elements of the FAST-FIX Service Center and any other information that Franchisor designates as confidential, proprietary or trade secrets, and information Franchisor declares to Franchisee or which Franchisee learns about Franchisor, its business or its franchise system, that is not readily available to the general public Confidential Information includes, but is not limited to, the following of Franchisor Brand Standards Manual, price book, the customer lists, customer accounts or relationships, lists or identities of particular suppliers of products with whom Franchisor has developed working relationships, and any other franchise or instructional materials

(c) Any information expressly designated by Franchisor or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his/her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information Individual understands that Franchisor's providing access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisor with respect to the Trade Secrets and other Confidential Information

2 Confidentiality/Non-Disclosure

(a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisor or Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement Individual must comply with all applicable policies, procedures and practices that Franchisor or Franchisee establish from time to time with regard to the Confidential Information and Trade Secrets

(b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after expiration or termination of the Franchise Agreement or the termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisor and Franchisee are entitled to communicate Individual's obligations under this Agreement to any future customer, employer, or other party to the extent deemed necessary by Franchisor or Franchisee, as applicable, for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a FAST-FIX Service Center

3 Non-Competition

(a) For purposes of this Agreement, the term "**Competitive Business**" means (i) any retail business offering any of the following goods or services jewelry or watch repairs, jewelry or watch sales, ring sizing, chain repair and replacement, remounting, engraving, eyeglass frame repair, watch and electronic device repair, and battery replacement as well as custom jewelry design and select gift, jewelry and watch retail product opportunities or any other goods or services of Franchisees that are then authorized for Franchisor's System, or (ii) any business granting franchises or licenses to others to operate the type of business specified in subparagraph Nevertheless, involvement in a Competitive Business does

not include ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities issued and outstanding

(b) During the term of your employment, association, service or ownership participation in Franchisee, and for a period of 24 months following the expiration or termination of Individual's employment, association, service or ownership participation in Franchisee, Individual shall not, directly or indirectly (through an immediate family member or otherwise), on his/her own behalf or on behalf of any other person or entity

(i) solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any business affiliate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor,

(ii) as owner, officer, director, employee, agent, lender, broker, consultant, franchisee or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business located within a radius of 25 miles from the premises of the Franchised Business or within a radius of 25 miles of any other Fast-Fix franchise (including company-owned outlets) (provided that this restriction shall not apply to a 5% or less beneficial interest in a publicly held corporation),

(iii) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Franchisor or any of its other franchisees,

(iv) direct any prospective or existing business or economic opportunities away from Franchisor, Franchisee, their respective affiliates, or any other FAST-FIX Service Center to a Competitive Business, wherever located or operating, or

(vi) perform any act prejudicial or injurious to the goodwill associated with the Marks

(c) Individual acknowledges that he or she is prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant Individual acknowledges and agrees that enforcement of these provisions will not deprive Individual of his/her personal goodwill or ability to earn a living and that Individual possesses the skills and abilities of a general nature and has other opportunities for exploiting such skills The time period of the competitive restrictions in paragraph 3(c) above will be automatically extended by the time period of any breach thereof

(d) On termination of franchise ownership or employment by Franchisee, Individual shall surrender to Franchisor all materials considered proprietary by Franchisor, technical or non-technical, whether or not copyrighted, which relate to Trade Secrets, Confidential Information or conduct of the operations of the Franchised Business Individual expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of Franchisor

4 Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of the legitimate business interests of Franchisor and Franchisee, including, without limitation, the Trade Secrets and other Confidential Information, the Franchisor's business system, the Franchisor's network of franchises, and the Marks Individual hereby waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought

5 Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisor and Franchisee immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law Accordingly, Franchisor and Franchisee shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisor and/or Franchisee may have at law or in equity

6 Miscellaneous

(a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisor This Agreement cannot be altered or amended except by an agreement in writing signed by Individual and Franchisor

(b) Except to the extent this Agreement or any particular dispute is governed by the U S Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles) References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time References to a governmental agency also refer to any regulatory body that succeeds the function of such agency

(c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Broward County, Florida The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision Claims for injunctive relief may be brought by Franchisor where Franchisee or Individual is located This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction

(d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding

(e) This Agreement shall be binding on the successors and assigns of Individual and shall inure to the benefit of Franchisor, its subsidiaries, successors and assigns Franchisee is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein

(f) The failure of either party to insist on performance in any one (1) or more instances on performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect

(g) Notices will be delivered in accordance with the terms of the Franchise Agreement Any notices to Individual will be delivered to the address set forth below Individual's signature hereto

(h) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement

(i) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof

(j) The existence of any claim or cause of action Individual might have against Franchisee or Franchisor will not constitute a defense to the enforcement by Franchisee or Franchisor of this Agreement

(k) This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument Facsimile or electronic PDF (scanned) signatures will have the same force and effect as originals

(l) Except as otherwise expressly provided in this Agreement, no remedy conferred on Franchisee or Franchisor pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise No

single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT

THE PARTIES ACKNOWLEDGE THAT FRANCHISEE IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT FRANCHISEE SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF FRANCHISOR

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above

FRANCHISOR

JEWELRY REPAIR ENTERPRISES, INC
a Pennsylvania corporation

By _____
Name _____
Title _____
Date _____

INDIVIDUAL

Signature _____
Printed Name _____
Date _____

Address for Notices

_____
_____
E-Mail _____

FRANCHISEE

_____
a(n)

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

{Signature page to Nondisclosure and Noncompetition Agreement}

Attachment 6

REQUIRED PROVISIONS FOR LEASE RIDER

REQUIRED PROVISIONS FOR LEASE RIDER

All leases, subleases and/or related documents Franchisee enters into for the Service Center from which Franchisee will operate the Franchised Business (collectively, the "Lease") must contain a Rider with provisions acceptable to Franchisor providing that

1 Landlord agrees that on the occurrence of a default by Tenant under the Lease (an "Event of Default"), Landlord will not exercise any remedy under the Lease that involves the acceleration of obligations, or the termination, cancellation or rescission of the Lease, unless

   a if the Event of Default is the non-payment of Rent, such Event of Default is not cured within ten (10) days after notice of such default has been received by Franchisor from Landlord,

   b if the Event of Default is anything other than the non-payment of Rent, such event is not cured by Franchisor within thirty (30) days after notice of such default has been received by Franchisor from Landlord, or, if the Event is of such a nature that it cannot reasonably be cured within such thirty (30)-day period, such longer period of time as long as Franchisor commences to cure such default within such thirty (30)-day and thereafter diligently pursues the cure of such default to completion

2 Landlord agrees to accept from Franchisor any payment, performance, or cure required or allowed under the Lease However, nothing in this Rider will be construed as requiring Franchisor to make any payments or perform any obligation under the Lease unless and until the Lease is assigned to and assumed by Franchisor

3 On (i) the occurrence of an Event of Default and Tenant's failure to cure such Event of Default within any cure period provided under the Lease, or (ii) the expiration or Franchisor's termination of the Franchise Agreement with Tenant, or (iii) Tenant's termination of the Franchise Agreement without cause, or (iv) Tenant's failure to timely exercise any renewal or extension rights granted pursuant to the terms of the Lease, Landlord shall provide Franchisor with notice thereof and Franchisor shall have the right, on written notice to Landlord, to take possession of the premises as the tenant under the Lease and the Lease shall then be assigned to, and assumed by, the Franchisor with no further consent of Landlord required Alternatively, Franchisor may designate a new franchisee, licensee, joint venture partner or other designee to take assignment of and assume the Lease without Landlord's prior consent

4 Landlord agrees that following Franchisor's assumption of the Lease as provided in 3 above, Franchisor may sublet or assign the premises to a new franchisee, licensee, joint venture partner or other designee After such an assignment (but not after a sublease), Franchisor will have no further liability or obligation under the Lease as assignee, tenant, or otherwise with respect to matters that arise after the effective date of the assignment

5 The Landlord acknowledges that Tenant alone is responsible for all debts, payments and performances accruing under the Lease before Franchisor or another franchisee, licensee,

joint venture partner or other designee takes possession of the premises and accepts assignment of the Lease

6 The Lease may not be modified or amended without Franchisor's advance written consent, which Franchisor may not unreasonably withhold The Landlord will promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments

7 The Landlord agrees to furnish Franchisor with copies of all letters and notices sent to Tenant pertaining to the Lease and the premises, at the same time that these letters and notices are sent to Tenant

Attachment 7

STATE-SPECIFIC ADDENDA

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Illinois

1 The provisions of the Franchise Agreement concerning governing law, jurisdiction, venue and choice of law will not constitute a waiver of any right conferred on Franchisee by the Illinois Franchise Disclosure Act Illinois law will govern the Franchise Agreement with respect to Illinois franchisees

2 Pursuant to the Illinois Franchise Disclosure Act (815 ILCS 705 § 4), any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void However, arbitration may take place outside of Illinois

3 Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of Illinois is void "

4 Sections 705/19 and 705/20 of the Illinois Franchise Act provide rights to Franchisees concerning nonrenewal and termination of a franchise If the Franchise Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control

5 Section 15 20 ("Acknowledgment of Risk") is amended by adding the following to all Illinois Franchise Agreements

"Nothing contained in the Franchise Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Law "

6 The following is added to Section 13 7 of the Franchise Agreement Notwithstanding the foregoing, no action can be maintained to enforce any liability created under Illinois law unless brought before the earlier of (i) the expiration of 3 years after the act or transaction constituting the violation on which such action is based, (ii) the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by Illinois Law, or (iii) 90 days after delivery to you of a written notice disclosing the violation

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Indiana

1 The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Florida law if such provisions are in conflict with Indiana law

2 The prohibition by Indiana Code 23-2-2 7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement to the extent they may be inconsistent with such prohibition

3 No release, waiver, or estoppel language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana

4 Any provision in the Franchise Agreement which limits litigation brought for breach of the Franchise Agreement, including Section 15 25 ("Waiver of Punitive Damages Claims"), in any manner whatsoever is deleted from the Franchise Agreement

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland

1 Sections 2 6 and 10 2(k) of the Franchise Agreement, each of which require the execution of a general release, are each amended to add the following language

"The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law "

2 Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise

3 Section 13 1 of the Franchise Agreement requires venue to be limited to Broward County, Florida Any litigation arising or claims under the Maryland Franchise Registration and Disclosure Law may be brought by the Franchisee in Maryland

4 All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply

1 The Minnesota Commerce Department requires us to defer payment of the initial franchise fee and other initial payments owed by the franchisee to us until we have completed our pre-opening obligations under the Franchise Agreement

2 The following language will appear at the end of Section 13 1 of the Franchise Agreement ("Choice of Forum")

"Minn Stat §80C 21 and Minn Rule 2860 4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction "

3 No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota

4 Minnesota law provides franchisees with certain termination and non-renewal rights Minnesota Statutes, Section 80C 14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement

5 The Franchisor shall indemnify the Franchisee against liability to third parties resulting from claims by third parties that the Franchisee's use of the Franchisor's trademarks infringes trademark rights of the third party The Franchisor does not indemnify the Franchisee against the consequences of the Franchisee's use of the Franchisor's trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Franchisor of any such claim and tender the defense of the claim to the Franchisor within ten (10) days after the claim is asserted If the Franchisor accepts the tender of defense, the Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York

1 Sections 2 6 and 10 2(k) of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of GBL, Section 687 4 and 687 5 be satisfied "

2 Section 10 10 of the Franchise Agreement is amended to include the following language

"However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume its obligations under this Franchise Agreement "

3 Section 31 of the Franchise Agreement is amended to include the following language

"You may terminate this Franchise Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York "

4 Sections 13 1 ("Choice of Forum") and 13 2 ("Governing Law") of the Franchise Agreement are amended to include the following language

"However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred on you by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder "

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply

1 You are not required to sign a general release as to any matters coming under North Dakota Franchise Investment Law (the "North Dakota Law")

2 Covenants not to compete, such as those mentioned in Section 8 5, are subject to North Dakota Law

3 Any matters coming under North Dakota Law may be brought in the courts of North Dakota

4 Section 15 25 and Section 15 26 of the Franchise Agreement are deleted in their entirety

5 The statute of limitations under North Dakota Law applies to all matters coming under North Dakota law

6 Section 12 4 is deleted insofar as it requires you to consent to liquidated damages

7 The Franchise Agreement will be governed under North Dakota Law

8 All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply

1 Any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from the Franchise Agreement issued in the State of Rhode Island

2 Section19-28 1 -14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply

1 The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by the franchisee to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply

The collection of the initial franchise fee will be deferred until the Franchisor has fulfilled its initial pre-opening obligations and the Franchisee is open for business

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, the Franchise Agreement of Jewelry Repair Enterprises, Inc shall be modified as follows

The State of Washington has a statute, RCW 19 100 180, which might supersede the Franchise Agreement in Franchisee's relationship with Franchisor, including the areas of termination and renewal of Franchisee's franchise There also might be court decisions which supersede the Franchise Agreement in Franchisee's relationship with Franchisor, including the areas of termination and renewal of Franchisee's franchise

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be in the State of Washington, or in a place mutually agreed on by the parties at the time of the arbitration, or as determined by the arbitrator

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act shall prevail

To the extent required by the Act, a release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, might not be enforceable

Transfer fees are collectable only to the extent that they reflect Franchisor's reasonable estimate or actual costs in effecting a transfer

The undersigned does hereby acknowledge receipt of this Rider

FRANCHISEE	**FRANCHISOR**
	JEWELRY REPAIR ENTERPRISES, INC
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Attachment 8

PERSONAL GUARANTY

IF FRANCHISEE IS AN INDIVIDUAL, FRANCHISEE'S SPOUSE MUST SIGN THE FOLLOWING AGREEMENT IF FRANCHISEE IS A CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY, SHAREHOLDER, GENERAL PARTNER, OR MEMBER (AS APPLICABLE), AND THEIR SPOUSES (AS APPLICABLE) MUST SIGN THE FOLLOWING AGREEMENT

PERSONAL GUARANTY AGREEMENT

THIS PERSONAL GUARANTY AGREEMENT (this "Guaranty"), made as of _____, ____, by _____, individually, having an address at _____ and _____, individually, having an address at _____ (individually and collectively, the "undersigned" or "Guarantor"), in favor **of Jewelry Repair Enterprises, Inc**, a Pennsylvania corporation, having its office at 1515 South Federal Highway, Suite 412, Boca Raton, FL 33432 ("Franchisor")

RECITALS

WHEREAS, Franchisor and _____, a _____ {corporation/limited liability company/individual} ("Franchisee") entered into that certain Franchise Agreement dated as of even date herewith to operate a FAST-FIX Service Center franchise located at {_____} (the "Franchise Agreement"),

WHEREAS, as a condition to the grant of the franchise under the Franchise Agreement, Guarantor is required to provide the personal guaranty as set forth below, and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor agrees as follows with the intention of being legally bound

1 Guarantor unconditionally, jointly and severally, personally and individually guarantees to Franchisor, its successors and assigns, the prompt full payment and performance of all obligations ("Obligations") of Franchisee that are or may become due and owing to Franchisor, including, but not limited to, all Obligations arising under, resulting from or in any way in connection with the Franchise Agreement, any other franchise document related to the Franchise Agreement, or any lease or sublease for the franchised business, in the same manner as if the Franchise Agreement was signed between Franchisor and the Guarantor directly

2 This Guaranty will not be affected by the modification, extension, or renewal of any agreement between Franchisor and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization or other debtor relief afforded Franchisee under the Federal Bankruptcy Act or any other state or federal statue or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing, and this extensions, or renewals

3 Each of the undersigned waives (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the

undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor, and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, all presentments, demands, and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which it, he or she may be entitled

4 Guarantor agrees that any indebtedness by Franchisee to Guarantor for any reason, currently existing or which might arise in the future, will always be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor The Guarantor will promptly modify any financing statements on file with state agencies to specify that Franchisor's rights are senior to those of Guarantor

5 The undersigned further agree that as long as Franchisee owes any money to Franchisor (other than royalty and advertising fund payments that are not past due) Franchisee may not pay and the undersigned may not accept payment of any part of any indebtedness owed by Franchisee to any of the undersigned, either directly or indirectly, without the consent of Franchisor

6 Franchisor has no present or future duty to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation and to discover from Franchisor or require Franchisor to disclose to the undersigned any financial or other information concerning Franchisee, any other guarantor, or any collateral securing any of Franchisee's obligations to Franchisor

7 This Guaranty will remain in full force and effect until all Obligations are fully paid and satisfied

8 This Guaranty shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Florida without regard to its choice of law or conflict of law rules Any litigation initiated under this Guaranty shall be instituted exclusively at Franchisor's discretion in the United States District Court for the Southern District of Florida or the state court in Broward County, Florida Each of the undersigned expressly agrees that the undersigned is subject to the jurisdiction and venue of those courts for purposes of such litigation Each of the undersigned hereby waive and covenant never to assert any claim that the undersigned is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the doctrine of *forum non conveniens*) Each of the undersigned waives any right to a jury trial

9 No delay or failure of Franchisor in the exercise of any right, power, or remedy shall operate as a waiver thereof, and no partial exercise by Franchisor shall preclude any further exercise thereof or the exercise of any other right, power or remedy

10 If Franchisor is required to enforce this Guaranty in any proceeding or any appeals, the undersigned must reimburse Franchisor for its enforcement costs Enforcement costs include reasonable accountants', attorneys', attorney's assistants', and expert witness fees, costs of investigation and proof

of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty

11 This Guaranty may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument Execution and delivery of this Guaranty may be made by facsimile transmission or other electronic transmission

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the undersigned have caused this Guaranty to be duly executed and delivered, all as of the ___ day of _____, 20__

WITNESS(ES)
GUARANTOR

_____
Print Name _____
Address _____
_____

UNDERSIGNED /

_____
Print Name _____
Address _____
_____

WITNESS(ES)
GUARANTOR

_____
Print Name _____
Address _____
_____

UNDERSIGNED /

_____
Print Name _____
Address _____
_____

Attachment 9

PRINCIPAL OWNERS STATEMENT

PRINCIPAL OWNERS STATEMENT

This form must be completed by you if you have multiple owners or if you, or your franchised business, is owned by a business organization (like a corporation, limited liability company, or limited patnership) We are relying on the truth and accuracy of this form in awarding the Franchise Agreement to you

1 Form of Owner Franchisee is a (check one)

(a)	General Partnership	☐
(b)	Corporation	☐
(c)	Limited Partnership	☐
(d)	Limited Liability Company	☐
(e)	Other	☐
	Specify _____	

Franchisee was formed under the laws of _____
(state)

2 **Business Entity** Franchisee was incorporated or formed on _____, 20__, under the laws of the State of _____ Franchisee has not conducted business under any name other than your corporate, limited liability company, limited partnership, or other entity name, and _____ The following is a list of all persons who have management rights and powers (e g , officers, managers, partners, etc) and their positions are listed below

Name of Person	Position(s) Held

3 **Owners** The following list includes the full name and mailing address of each person who is one of your owners and fully describes the nature of each owner's interest Attach additional sheets if necessary

Owner's Name and Address	Description of Interest

4 **Governing Documents** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e g , articles of incorporation or organization, bylaws, operating partnership or shareholder agreements, etc)

This Statement of Principal Owners is current and complete as of _____, 20__

OWNER

INDIVIDUALS

_____
{Signature}

_____
{Print Name}

_____
{Signature}

_____
{Print Name}

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
{Name}

By _____

Title _____

Attachment 10

ADDENDUM FOR STORE-IN-STORE LOCATION (WALMART)

ADDENDUM FOR STORE-IN-STORE LOCATION (WALMART)

This Addendum for Store-in-Store Location (Walmart) (the "**Walmart Addendum**"), dated _____, 201_, amends and supplements the Franchise Agreement, including any provisions modified by an Addenda to the Franchise Agreement (the "**Franchise Agreement**"), between Jewelry Repair Enterprises, Inc , a Pennsylvania corporation ("**Franchisor**") and _____, _____ ("**Franchisee**")

RECITALS

A Franchisor and Franchisee have entered into the Franchise Agreement pursuant to which Franchisee has acquired the right to operate a FAST-FIX® franchised business

B Franchisor and Franchisee wish to modify the Franchise Agreement in order to address the operational features of a Store-in-Store Location (Walmart)

C Franchisor holds the right to authorize the adoption and use of the Fast-Fix System at a Walmart store (the "Fast-Fix Walmart Location") Franchisor entered into a Master Lease (defined below) with certain Walmart entities . The rights granted to the Franchisee to operate the Fast-Fix Walmart Location are set forth in the Franchise Agreement and this Walmart Addendum, including the Master Lease

D All capitalized terms not otherwise defined in this Walmart Addendum shall have the same meaning as in the Franchise Agreement

In consideration of the foregoing recitals, and the mutual agreements herein contained, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows

1 Definition of Master Lease The definition of "Master Lease" is modified by deleting the existing definition and replacing it with the following new definition

> ""Master Lease" means that certain Master Lease Agreement, dated April 15, 2016, between the Franchisor and certain Walmart entities, together with the Attachment A thereto identifying your FAST-FIX Service Center location, as the same may be amended, modified, extended, renewed or replaced from time to time, a copy of which is attached as Exhibit B to the Sublease "

2 Definition of Sublease The definition of "Sublease" is modified by deleting the existing definition and replacing it with the following new definition

> ""Sublease" means the sublease of the Service Center from Franchisor to Franchisee for a Store-in-Store, in the form of Attachment 3 to the Franchise Agreement, and which is required by Franchisor pursuant to Section 7 1, as the same may be amended, modified, extended, renewed or replaced from time to time "

3 Section 2 1 This Section 2 1 is modified by inserting the following language at the end of the current Section

> "The rights granted to Franchisee are subject to the Master Lease Franchisee acknowledges

receipt of a copy of the Master Lease, and Franchisee agrees to comply with all provisions of the Master Lease "

4 Section 2 4 This Section is modified by deleting the existing Section 2 4 and replacing it with the following new Section 2 4

"Term The initial term (the "Term") of this Franchise Agreement for a Store-in-Store Location (Walmart) shall commence on the Commencement Date and shall expire on the earlier of (i) the third anniversary of the Commencement Date, (ii) the closing of the Walmart store, or (iii) the termination of the Master Lease or Sublease, unless extended or sooner terminated in accordance with the terms and conditions of the Franchise Agreement In the case of a franchise acquired from an existing Franchisee, the Term shall equal the remaining balance of the transferor's term, unless sooner terminated in accordance with the terms and conditions of the Franchise Agreement with the transferee Franchisee acknowledges that the Term of the Franchise Agreement is subject to the term of the Master Lease which may be less than three years "

5 Section 2 5 This Section is modified by deleting the existing Section 2 5 and replacing it with the following new Section 2 5

Renewal Subject to Franchisor's refusal rights pursuant to Section 2 6, Franchisee may request Franchisor to renew the franchise for a minimum of two (2) additional terms of three (3) years by giving Franchisor notice of such request not later than twelve (12) months before the expiration of the then-current Term Such renewal term shall expire on the earlier of (i) the third anniversary of the renewal date, (ii) the closing of the Walmart store, or (iii) the termination of the Master Lease or Sublease, unless extended or sooner terminated in accordance with the terms and conditions of the Franchise Agreement If consented to by Franchisor, such renewal will only become effective if all of the following conditions are satisfied

(a) That, as of the date of Franchisee's request for renewal, no default under Section 12 1 has occurred (even if such default was cured), and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default under Section 12 1,

(b) That, as of the date of renewal, no default under Section 12 1 has occurred (even if such default was cured), and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default under Section 12 1,

(c) That no later than 30 days before the expiration of the then-current Term, Franchisee signs and delivers to Franchisor its then-current forms of franchise agreement, and any related agreements required by Franchisor for new franchisees

(d) That Franchisee is current with all of its vendors and creditors,

(e) That any alterations, modifications or renovations to the Service Center required pursuant to Section 7 1 have been completed, and

(f) That Franchisee has complied with any other conditions imposed by Franchisor

6 Section 3 1 This Section is modified by deleting existing Section 3 1 and replacing it with the following new Section 3 1

"Site Acceptance and Section Franchisee shall be responsible for locating the site of the Service

Center, subject to the current list of available Walmart locations and Franchisor's prior written approval If Franchisee has suggested a site which Franchisor has approved before the execution of this Franchise Agreement, then the address of that site will be set forth on Attachment 2 to the Franchise Agreement "

7 Section 3 2 This Section is modified by deleting existing Section 3 2 and replacing it with the following new Section 3 2

"Dislocation If Franchisee becomes dislocated from the Service Center prior to the expiration of the Term or earlier termination of this Franchise Agreement due to (a) the refusal of Franchisee's landlord to renew or extend the Lease through no fault of Franchisee (or, if applicable and through no fault of Franchisee, in the event Franchisor requires Franchisee to enter into a Sublease, the refusal of Landlord or Franchisor to renew or extend the Master Lease), (b) the closing of the Walmart store, or (c) fire, flood or other disaster or accident affecting the Service Center, and at such time no default of this Franchise Agreement has occurred and is continuing (and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default of this Franchise Agreement), Franchisor, on Franchisee's request, may, but is not obligated to, assist Franchisee, at Franchisee's expense, in locating a new site for the Franchised Business On relocation, and to the extent that the exclusivity provisions of Section 2 3 hereof are in full force and effect and have not become void as provided for therein, such provisions shall, to the greatest extent possible, apply with respect to the relocated Service Center, having due regard for the rights of others which arose prior to relocation All costs and expenses associated either directly or indirectly with dislocation or relocation (including any costs incurred by Franchisor relating to the dislocation or relocation) shall be borne solely by Franchisee Franchisee must reopen the Franchised Business at the new location within the time period required by Franchisee's new or amended Lease, or by the new or amended Master Lease or Sublease, as applicable Further, Franchisee shall be required to reimburse Franchisor its direct costs associated with the approval of a new location, such as site location or lease negotiation assistance, legal and accounting fees, travel expenses, and other out-of-pocket expenses "

8 Section 4 1(a) This Section is modified by deleting existing Section 4 1(a) and replacing it with the following new Section 4 1(a)

(a) Initial Franchise Fee In consideration of the execution of this Franchise Agreement by Franchisor, Franchisee agrees to pay Franchisor an initial franchise fee (the "Initial Franchise Fee") of Forty Thousand Dollars ($40,000) Except as set forth below, the Initial Franchise Fee is due, fully earned by Franchisor and payable to Franchisor immediately on Franchisee's execution of this Franchise Agreement If Franchisee is a veteran participating in the International Franchise Association's VetFran Program, the Initial Franchise Fee will be reduced by 50% If this Franchise Agreement is not renewed pursuant to Section 2 5 after the initial term or the first renewal term solely as a result of either (i) the closing of the Walmart store, or (ii) the termination of the Master Lease or Sublease, the Franchisor shall refund the Franchisee a pro-rated portion of the Initial Franchise Fee For example, if this Franchise Agreement is not renewed after the initial three year term, Franchisor will refund Franchisee two-thirds of the Initial Franchise Fee, and if the Franchise Agreement is not renewed after the first renewal term, Franchisor will refund Franchisee one-third of the Initial Franchise Fee

9 Section 4 1(c) This Section is modified by deleting existing Section 4 1(c) and replacing it with the following new Section 4 1(c)

"Lease Negotiation Franchisee must reimburse Franchisor for its costs and expenses for reviewing and negotiating the Master Lease (or any amendment or modification), including the Sublease, promptly on Franchisor's written request "

10 Section 4 2(b) This Section is deleted in its entirety

11 Section 7 1 This Section is modified by deleting existing Section 7 1 and replacing it with the following new Section 7 1

"Site Selection and Acceptance, Sublease

(a) Site Selection and Acceptance Pursuant to Section 3 1 above, Franchisee agrees to use best efforts to find an acceptable site for the Service Center from the current list of available Walmart locations provided to Franchisee by Franchisor Franchisee must comply with all of Franchisor's specifications, requirements and restrictions for FAST-FIX Service Centers It is of the essence of this Franchise Agreement that Franchisee select a site for the Service Center and obtain Franchisor's prior written approval for the site within 60 days following the Effective Date If Franchisee does not secure a site within the time limits and following the procedures specified in this Section 7 1, then this failure will be a material and incurable breach of this Franchise Agreement which, unless Franchisor waives the breach, will entitle Franchisor to terminate this Franchise Agreement immediately on notice to Franchisee, with no opportunity to cure The site of the Service Center will be subject to Franchisor's prior written approval, and Franchisor's determination will be final

(b) Sublease Franchisor will review the Master Lease (or any amendment or modification of the Master Lease) and negotiate with the Landlord, subject to reimbursement for Franchisor's costs and expenses pursuant to Section 4 1(c) above As soon as practicable following receipt of the executed Attachment 2 to the Franchise Agreement, (a) Franchisor will execute the required addendum to the Master Lease, and (b) Franchisor and Franchisee will execute the Sublease attached as Attachment 3 to the Franchise Agreement "

12 Section 11 1 This Section is modified by deleting the existing Section 11 1 and replacing it with the following new Section 11 1

"Insurance Throughout the Term, Franchisee shall purchase and maintain in effect such types of insurance in such amounts as Franchisor, Landlord or Franchisee's landlord may require, including policies of at least the following types and coverage amounts

(a) A Comprehensive General Liability Policy, including Products Liability, in the amount of $2,000,000/$3,000,000 bodily injury, death and property damage liability, or in such other amounts as Franchisor or Landlord may reasonably request, for the operation of the Franchised Business,

(b) Business Automobile Liability Policy, with minimum combined single limits of $500,000 including coverage for liabilities arising out of the operation of owned, hired and non-owned vehicles

(c) Workers Compensation insurance prescribed by law in the state in which the FAST-FIX Service Center is located and Employer's Liability Insurance with $1,000,000 minimum

limit If the state in which the FAST-FIX Service Center is located allows the option of not carrying Worker's Compensation insurance, Franchisee must nonetheless carry and maintain Workers Compensation insurance with minimum limits of $500,000 per occurrence

(d) In connection with the construction, refurbishment, renovation or remodeling of the Service Center, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to Franchisor,

(e) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of 100% of the replacement value of the Service Center, including the structure, if applicable, and all leasehold and building improvements to the Service Center, as well as the cost of replacement of all fixtures, equipment, contents and personal property therein,

(f) Business interruption insurance, in an amount equal to one year's annual rent payments under the Lease plus (i) if the Franchised Business has been in operation for less than 12 months at the time such insurance is required to be in effect, $14,400 or (ii) if the Franchised Business has been in operation for 12 months or more at the time such insurance is required to be in effect, an amount equal to the greater of (A) the Royalty Fees for the preceding calendar year and (B) $14,400, and

(g) Bailee's or Jeweler's Block insurance sufficient to cover losses relating to any items delivered to the Service Center by a customer or other party

(h) All insurance as may be required under the Master Lease

Franchisee agrees that the amounts of coverage or extent of coverage stated in this Section 11 1 are minimum and that if the Landlord or Franchisor determine in their discretion the Franchised Business dictates additional types of insurance (including, but not limited to, employment practices liability insurance) or broader or higher coverage amounts, the same shall be immediately procured by Franchisee pursuant to the terms hereof To the extent legally permissible, all such insurance policies shall name (i) Franchisor, (ii) Walmart Stores, Inc , its Subsidiaries and Affiliates (as defined in the Master Lease) and the directors, officers, shareholders, employees, agents and representatives and assigns of each, and (iii) any party designated by Franchisor as an additional insured and loss payee

In the event Franchisee shall fail to obtain the insurance required herein, Franchisor may, but is not obligated to, purchase said insurance (Franchisee may authorize Franchisor to purchase and to administer the required minimum insurance on Franchisee's behalf However, Franchisor, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee) Franchisor may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee

All insurance shall be placed with a reputable insurance company licensed to do business in the state in which the Service Center is located and having a rating of A+ or better and a financial Size Category rating of VII or better as rated in the A M Best Key Rating Guide for Property and Casualty Insurance Companies "

13 Section 12 1(s) This Section is modified by deleting the existing Section 12 1(s) and replacing it with the following new Section 12 1(s)

"If Franchisee defaults under the Master Lease or Sublease "

14 The Franchise Agreement shall remain in full force and effect except as specifically amended herein

15 This Walmart Addendum and the documents referred to herein constitute the entire, full and complete agreement between the Franchisor and the Franchisee concerning the subject matter hereof and supersede any and all prior agreements No other representations have induced the Franchisee to execute this Walmart Addendum, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein which are of any force or effect with reference to this Walmart Addendum or otherwise No amendment, change, or variance from this Walmart Addendum shall be binding on either party unless executed in writing

16 This Walmart Addendum shall be governed by the laws of the State of Florida, without regard to application of Florida choice of law rules

17 This Walmart Addendum may be executed in any number of counterparts and by facsimile or other electronic means including PDF, each of which shall be deemed an original and all the counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF, this Walmart Addendum has been duly executed by the authorized representatives of each party as of the day and year specified in the first paragraph of this Walmart Addendum

JEWELRY REPAIR ENTERPRISES, INC

By _____

Name _____

Title _____

FRANCHISEE

By _____

Name _____

Title _____

Attachment 11

ADDENDUM FOR STORE-IN-STORE LOCATION (MEIJER)

ADDENDUM FOR STORE-IN-STORE LOCATION (MEIJER)

This Addendum for Store-in-Store Location (Meijer) (the "**Meijer Addendum**"), dated _____, 201_, amends and supplements the Franchise Agreement, including any provisions modified by an Addenda to the Franchise Agreement (the "**Franchise Agreement**"), between Jewelry Repair Enterprises, Inc , a Pennsylvania corporation ("**Franchisor**") and _____, _____ ("**Franchisee**")

RECITALS

A Franchisor and Franchisee have entered into the Franchise Agreement pursuant to which Franchisee has acquired the right to operate a FAST-FIX® franchised business

B Franchisor and Franchisee wish to modify the Franchise Agreement in order to address the operational features of a Store-in-Store Location (Meijer)

C Franchisor holds the right to authorize the adoption and use of the Fast-Fix System at a Meijer store (the "Fast-Fix Meijer Location") Franchisor entered into a Master Lease (defined below) with Meijer Stores Limited Partnership The rights granted to the Franchisee to operate the Fast-Fix Meijer Location are set forth in the Franchise Agreement and this Meijer Addendum, including the Master Lease

D All capitalized terms not otherwise defined in this Meijer Addendum shall have the same meaning as in the Franchise Agreement

In consideration of the foregoing recitals, and the mutual agreements herein contained, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows

1 Definition of Master Lease The definition of "Master Lease" is modified by deleting the existing definition and replacing it with the following new definition

> ""Master Lease" means that certain Master In-Store License, dated July 31, 2014, between the Franchisor and Meijer Stores Limited Partnership, a Michigan limited partnership, together with the Exhibit C thereto identifying your FAST-FIX Service Center location, as the same may be amended, modified, extended, renewed or replaced from time to time, a copy of which is attached as Exhibit B to the Sublease "

2 Definition of Sublease The definition of "Sublease" is modified by deleting the existing definition and replacing it with the following new definition

> ""Sublease" means the sublease of the Service Center from Franchisor to Franchisee for a Store-in-Store, in the form of Attachment 3 to the Franchise Agreement, and which is required by Franchisor pursuant to Section 7 1, as the same may be amended, modified, extended, renewed or replaced from time to time "

3 Section 2 1 This Section 2 1 is modified by inserting the following language at the end of the current Section

> "The rights granted to Franchisee are subject to the Master Lease Franchisee acknowledges receipt of a copy of the Master Lease, and Franchisee agrees to comply with all provisions of the

Master Lease "

4 Section 2 4 This Section is modified by deleting the existing Section 2 4 and replacing it with the following new Section 2 4

"Term The initial term (the "Term") of this Franchise Agreement for a Store-in-Store Location (Meijer) shall commence on the Commencement Date and shall expire on the earlier of (i) the tenth anniversary of the Commencement Date, (ii) the closing of the Meijer store, or (iii) the termination of the Master Lease or Sublease, unless extended or sooner terminated in accordance with the terms and conditions of the Franchise Agreement In the case of a franchise acquired from an existing Franchisee, the Term shall equal the remaining balance of the transferor's term, unless sooner terminated in accordance with the terms and conditions of the Franchise Agreement with the transferee Franchisee acknowledges that the Term of the Franchise Agreement is subject to the term of the Master Lease which may be less than ten years "

5 Section 3 1 This Section is modified by deleting existing Section 3 1 and replacing it with the following new Section 3 1

"Site Acceptance and Section Franchisee shall be responsible for locating the site of the Service Center, subject to the current list of available Meijer locations and Franchisor's prior written approval If Franchisee has suggested a site which Franchisor has approved before the execution of this Franchise Agreement, then the address of that site will be set forth on Attachment 2 to the Franchise Agreement "

5 Section 3 2 This Section is modified by deleting existing Section 3 2 and replacing it with the following new Section 3 2

"Dislocation If Franchisee becomes dislocated from the Service Center prior to the expiration of the Term or earlier termination of this Franchise Agreement due to (a) the refusal of Franchisee's landlord to renew or extend the Lease through no fault of Franchisee (or, if applicable and through no fault of Franchisee, in the event Franchisor requires Franchisee to enter into a Sublease, the refusal of Landlord or Franchisor to renew or extend the Master Lease), (b) the closing of the Meijer store, or (c) fire, flood or other disaster or accident affecting the Service Center, and at such time no default of this Franchise Agreement has occurred and is continuing (and no event has occurred which, with the passage of time, the giving of notice or both, would result in a default of this Franchise Agreement), Franchisor, on Franchisee's request, may, but is not obligated to, assist Franchisee, at Franchisee's expense, in locating a new site for the Franchised Business On relocation, and to the extent that the exclusivity provisions of Section 2 3 hereof are in full force and effect and have not become void as provided for therein, such provisions shall, to the greatest extent possible, apply with respect to the relocated Service Center, having due regard for the rights of others which arose prior to relocation All costs and expenses associated either directly or indirectly with dislocation or relocation (including any costs incurred by Franchisor relating to the dislocation or relocation) shall be borne solely by Franchisee Franchisee must reopen the Franchised Business at the new location within the time period required by Franchisee's new or amended Lease, or by the new or amended Master Lease or Sublease, as applicable Further, Franchisee shall be required to reimburse Franchisor its direct costs associated with the approval of a new location, such as site location or lease negotiation assistance, legal and accounting fees, travel expenses, and other out-of-pocket expenses "

7 Section 4 1(c) This Section is modified by deleting existing Section 4 1(c) and replacing it with the following new Section 4 1(c)

"Lease Negotiation Franchisee must reimburse Franchisor for its costs and expenses for reviewing and negotiating the Master Lease (or any amendment or modification), including the Sublease, promptly on Franchisor's written request "

8 Section 4 2(b) This Section is deleted in its entirety

9 Section 7 1 This Section is modified by deleting existing Section 7 1 and replacing it with the following new Section 7 1

"Site Selection and Acceptance, Sublease

(a) Site Selection and Acceptance Pursuant to Section 3 1 above, Franchisee agrees to use best efforts to find an acceptable site for the Service Center from the current list of available Meijer locations provided to Franchisee by Franchisor Franchisee must comply with all of Franchisor's specifications, requirements and restrictions for FAST-FIX Service Centers It is of the essence of this Franchise Agreement that Franchisee select a site for the Service Center and obtain Franchisor's prior written approval for the site within 60 days following the Effective Date If Franchisee does not secure a site within the time limits and following the procedures specified in this Section 7 1, then this failure will be a material and incurable breach of this Franchise Agreement which, unless Franchisor waives the breach, will entitle Franchisor to terminate this Franchise Agreement immediately on notice to Franchisee, with no opportunity to cure The site of the Service Center will be subject to Franchisor's prior written approval, and Franchisor's determination will be final

(b) Sublease Franchisor will review the Master Lease (or any amendment or modification of the Master Lease) and negotiate with the Landlord, subject to reimbursement for Franchisor's costs and expenses pursuant to Section 4 1(c) above As soon as practicable following receipt of the executed Attachment 2 to the Franchise Agreement, (a) Franchisor will execute the required addendum to the Master Lease, and (b) Franchisor and Franchisee will execute the Sublease attached as Attachment 3 to the Franchise Agreement "

10 Section 11 1 This Section is modified by deleting the existing Section 11 1 and replacing it with the following new Section 11 1

"Insurance Throughout the Term, Franchisee shall purchase and maintain in effect such types of insurance in such amounts as Franchisor, Landlord or Franchisee's landlord may require, including policies of at least the following types and coverage amounts

(a) A Comprehensive General Liability Policy, including premises/operations, independent contractors broad form property damage, personal/advertising injury, blank contractual liability, fire and explosion legal liability, explosion/collapse/ an underground hazard coverage, products completed operations coverage, bodily injury and death in the amount of $2,000,000 per occurrence and $3,000,000 in the aggregate, or in such other amounts as Franchisor or Landlord may reasonably request, for the operation of the Franchised Business,

(b) Business Automobile Liability Policy, with minimum combined single limits of $1,000,000, which includes coverage and coverage for all owned, hired and non-owned vehicles

(c) Workers Compensation insurance prescribed by law in the state in which the FAST-FIX Service Center is located and Employer's Liability Insurance with $1,000,000 minimum limit If the state in which the FAST-FIX Service Center is located allows the option of not carrying Worker's Compensation insurance, Franchisee must nonetheless carry and maintain Workers Compensation insurance with minimum limits of $500,000 per occurrence Such Workers Compensation insurance policy shall include an Alternate Employer Endorsement

(d) All-Risk Contents/ Personal Property Coverage on improvements, merchandise, inventory, contents, furniture, fixtures, equipment and other property located in each Fast-Fix Meijer Location, in amount to cover one hundred percent (100%) of the replacement of the cost of such property

(e) In connection with the construction, refurbishment, renovation or remodeling of the Service Center, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to Franchisor,

(f) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of 100% of the replacement value of the Service Center, including the structure, if applicable, and all leasehold and building improvements to the Service Center, as well as the cost of replacement of all fixtures, equipment, contents and personal property therein,

(g) Business interruption insurance, in an amount equal to one year's annual rent payments under the Lease plus (i) if the Franchised Business has been in operation for less than 12 months at the time such insurance is required to be in effect, $14,400 or (ii) if the Franchised Business has been in operation for 12 months or more at the time such insurance is required to be in effect, an amount equal to the greater of (A) the Royalty Fees for the preceding calendar year and (B) $14,400, and

(h) Bailee's or Jeweler's Block insurance sufficient to cover losses relating to any items delivered to the Service Center by a customer or other party

(i) All insurance as may be required under the Master Lease

Franchisee agrees that the amounts of coverage or extent of coverage stated in this Section 11 1 are minimum and that if the Landlord or Franchisor determine in their discretion the Franchised Business dictates additional types of insurance (including, but not limited to, employment practices liability insurance) or broader or higher coverage amounts, the same shall be immediately procured by Franchisee pursuant to the terms hereof To the extent legally permissible, all such insurance policies shall name (i) Franchisor, (ii) Meijer Stores Limited Partnership, Meijer, Inc and their parent, subsidiary and affiliated entities, and (iii) any party designated by Franchisor as an additional insured and loss payee

In the event Franchisee shall fail to obtain the insurance required herein, Franchisor may, but is not obligated to, purchase said insurance (Franchisee may authorize Franchisor to purchase and to administer the required minimum insurance on Franchisee's behalf However, Franchisor, by placement of the required minimum insurance, assumes no responsibility for premium expense nor guarantees payment for any losses sustained by Franchisee) Franchisor may relieve itself of all obligations with respect to the purchase and administration of such required insurance coverage by giving ten (10) days written notice to Franchisee

All insurance shall be placed with a reputable insurance company licensed to do business in the

state in which the Service Center is located and having a rating of A+ or better and a financial Size Category rating of VII or better as rated in the A M Best Key Rating Guide for Property and Casualty Insurance Companies "

11 Section 12 1(s) This Section is modified by deleting the existing Section 12 1(s) and replacing it with the following new Section 12 1(s)

"If Franchisee defaults under the Master Lease or the Sublease "

12 The Franchise Agreement shall remain in full force and effect except as specifically amended herein

13 This Meijer Addendum and the documents referred to herein constitute the entire, full and complete agreement between the Franchisor and the Franchisee concerning the subject matter hereof and supersede any and all prior agreements No other representations have induced the Franchisee to execute this Meijer Addendum, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein which are of any force or effect with reference to this Meijer Addendum or otherwise No amendment, change, or variance from this Meijer Addendum shall be binding on either party unless executed in writing

14 This Meijer Addendum shall be governed by the laws of the State of Florida, without regard to application of Florida choice of law rules

15 This Meijer Addendum may be executed in any number of counterparts and by facsimile or other electronic means including PDF, each of which shall be deemed an original and all the counterparts taken together shall be deemed to constitute one and the same instrument

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, this Meijer Addendum has been duly executed by the authorized representatives of each party as of the day and year specified in the first paragraph of this Meijer Addendum

JEWELRY REPAIR ENTERPRISES, INC

By _____

Name _____

Title _____

FRANCHISEE

By _____

Name _____

Title _____

Attachment 12

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

This Conditional Assignment and Assumption of Lease (the "**Assignment**") is made, entered into and effective as of the effective date of the Lease (as defined herein below), by Jewelry Repair Enterprises, Inc , a Pennsylvania corporation, with its principal place of business at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432 ("**we**," "**us**" or "**our**") and _____, whose current principal place of business is _____ ("**you**" or "**your**")

BACKGROUND INFORMATION

We entered into that certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____, 20__ with you, pursuant to which you plan to own and operate a franchise to operate a jewelry and watch repair business, which offers products and services from a kiosk or in-line store (the "**Service Center**") located at that certain site approved by us pursuant to Sections 3 1 and 7 1 of the Franchise Agreement ("**Site**") In addition, pursuant to that certain Lease Agreement (the "Lease"), you have leased or will lease certain space containing the Service Center described therein from _____ (the "**Landlord**") The Franchise Agreement requires you to deliver this Assignment to us as a condition to the grant of a franchise

OPERATIVE TERMS

We and you agree as follows

ARTICLE 1 **Background Information** The background information is true and correct This Assignment will be interpreted by reference to, and construed in accordance with, the background information

ARTICLE 2 **Incorporation of Terms** Terms not otherwise defined in this Assignment have the meanings as defined in the Lease

ARTICLE 3 **Indemnification of Us** You agree to indemnify and hold us and our affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease

ARTICLE 4 **Assignment** You grant to us a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the Service Center, and all of your rights, title and interest in and to the Lease as collateral for the payment of any obligation, liability or other amount owed by you or your affiliates to the Landlord arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement In the event of a breach or default by you under the terms of the Lease, or, in the event we make any payment to the Landlord as a result of your breach of the Lease, then such payment by us, or such breach or default by you, will at our option be deemed to be an immediate default under the Franchise Agreement, and we will be entitled to the possession of the Site and to all of your rights, title and interest in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any of our other rights

or remedies under any other Agreements or under other applicable laws or equities This Assignment will constitute a lien on your interest in and to the Lease until satisfaction in full of all amounts owed by you to us In addition, our rights to assume all obligations under the Lease provided in this Assignment are totally optional on our part You agree to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by us to perfect or document the interests and assignments granted herein

ARTICLE 5 **No Subordination** You will not permit the Lease to become subordinate to any lien without first obtaining our written consent, other than the lien created by this Assignment, the Franchise Agreement, the Landlord's lien under the Lease, liens securing bank financing for your operations on the Site and the agreements and other instruments referenced herein You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void

ARTICLE 6 **Exercise of Remedies** In any case of default by you under the terms of the Lease or under the Franchise Agreement, we will be entitled, in our sole discretion, to exercise any one or more of the following remedies

6 1 to take possession of the Site, or any part thereof, personally, or by our agents or attorneys,

6 2 to without notice and with or without process of law, enter on and take and maintain possession of all or any part of the Site, together with all your furniture, fixtures, inventory, books, records, papers and accounts,

6 3 to exclude you, your agents or your employees from the Site,

6 4 as your attorney-in-fact or in our own name, and under the powers herein granted, to hold, operate, manage and control the Service Center and conduct the business, if any, thereof, either personally or by our agents, with full power to use such measures, legally rectifiable, as we may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter,

6 5 to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same,

6 6 to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, and

6 7 to insure and reinsure the same for all risks incidental to our possession, operation and management thereof, and/or

6 8 notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of your rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of your default under the Lease

ARTICLE 7 **Power of Attorney** You do hereby irrevocably appoint us as your true and lawful attorney-in-fact in your name and stead and hereby authorizes us, on any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation on such terms and conditions as we may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have on taking possession of the Site pursuant to the provisions set forth in the Lease The power of attorney conferred on us pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our written consent

ARTICLE 8 **Election of Remedies** It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to us and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the parties, but are deemed an additional remedy and are cumulative with the remedies therein and elsewhere granted to us, all of which remedies are enforceable concurrently or successively No exercise by us or any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement No inaction or partial exercise of rights by us will be construed as a waiver of any of our rights and remedies and no waiver by us of any such rights and remedies will be construed as a waiver by us of any future rights and remedies

ARTICLE 9 **Binding Agreements** This Assignment and all provisions are binding on the parties, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "we," "us" or "our" or "you" and "your" includes all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals

ARTICLE 10 **Assignment to Control** This Assignment governs and controls over any conflicting provisions in the Lease

ARTICLE 11 **Attorney's Fees, Etc** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing Party

ARTICLE 12 **Severability** If any of the provisions of this Assignment or any section or subsection of this Assignment is be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written

"YOU"	**"US"**
_____	**JEWELRY REPAIR ENTERPRISES, INC**, a Pennsylvania corporation
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Attachment 13

SBA ADDENDUM

SBA ADDENDUM[1]

{Note Franchisee may be required to sign this standard form, or the then-current standard form approved by the U S Small Business Administration }

THIS ADDENDUM ("Addendum") is made and entered into on {Date}, by and between JEWELRY REPAIR ENTERPRISES, INC , ("Franchisor"), located at 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432 and {Franchisee Name} (Franchisee"), located at {Address}

Franchisor and Franchisee entered into a Franchise Agreement on {Effective Date} (such Agreement, together with any amendments, the "Franchise Agreement") Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U S Small Business Administration ("SBA") SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121 301(f)(5)

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U S C 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U S C §§ 3729 – 3733

Authorized Representative of FRANCHISOR

By _____

Print Name {Franchisor Signatory}

Title {Franchisor Signatory Title}

Authorized Representative of FRANCHISEE.

By _____

Print Name {Franchisee Signatory}

Title {Franchisee Signatory Title}

Note to Parties This Addendum only addresses "affiliation" between the Franchisor and Franchisee Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Attachment 14

ACH/PRE-AUTHORIZED DEBIT AUTHORIZATION FORM

ACH/PRE-AUTHORIZED DEBIT AUTHORIZATION FORM

Monthly Royalties Lightspeed, Lease Negotiations, ISM [In-store Marketing] Fees
Promissory Note and Renewal Fees

Store Name _____ **Store #** _____

Franchise Name _____

I (We) authorize Jewelry Repair Enterprises, Inc to initiate entries to debit my (our) account as described below

Store Name _____ **Store #** _____

Franchise Name _____

Account Holder(s) Name _____

Account Holder(s) Address _____
City, State & Zip _____

Financial Institution Name _____

Financial Institution Address _____
City, State & Zip _____

Routing Number _____

Account Number _____ **Checking** ☐ **Savings** ☐

Amount of Debit Royalty, Lightspeed Lease Negotiation, ISM Promissory Notes and Renewal Fees are debited as required

Commencement Date of First Debit _____

This authority is to remain in full force and effect until Jewelry Repair Enterprises Inc has received written notification from me (or either of us) of its termination A two week notice is required for the termination of this Authorization Agreement.

Authorized Signature _____ **Full Name** _____

Authorized Signature _____ **Full Name** _____

Date _____ **Date** _____

Telephone Number _____ **Telephone Number** _____

RETURN COMPLETED FORM
ATTENTION ACCOUNTS RECEIVABLE, WITH A VOIDED CHECK,
TO THE EMAIL OR ADDRESS BELOW

Paul J Price, Chief Financial Officer pprice@fastfixfranchise.com

Jewelry Repair Enterprises, Inc 1515 S Federal Hwy Ste 412, Boca Raton FL 33432 Office (800) 359-0407

EXHIBIT C

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

Table of Contents

Introduction 8
Your Vision 8
The Four C s 9
Creativity 9
Control 9
Challenge 9
Cash 10
What Type of Storeowner Are You? 11
Will you Manage Chaos or Inspire Success? 12
Taking the First Step 13
Hiring 14
Your Professional Image 14
Professional Dress Ladies 15
Examples of Ladies Fast Fix Logo Wear 16
Professional Dress Gents 17
Examples of Men s Fast Fix Logo Wear 18
Hiring 19
Staffing 22
What You Can t Talk About When Hiring 23
Applications 24
Application for Employment 25
Tell Us About You – Sales & Watch Tech Services 28
Tell Us About You – Jeweler s Bench 29
Processing an Application 30
Continuing the Employment Process 31
Manager s Job Description 34
Assistant Manager s Job Description 37
Jeweler s Job Description 40
Watchmaker / Watch Tech s Job Description 42
Sales / Customer Service Job Description 45
Employee s First Day 48
First Day Paperwork 49
New Hire Checklist 50
Employee Non Compete Disclosure of Confidential Information Acknowledgement of Understanding 52
Training 55
Retaining Good Employees 55
Turnover Affects Good Service 57
Training Effectiveness Gains and Costs 58
The First Two Weeks of Training 59
Continuing Training 60
Empowering Your Frontline People 61
Problem Solving 64
Why Bother With Problem Customers? 66
Take Responsibility 68
Statistics and Behaviors 70
Assessing Behavior 70
Policy and Procedures Manual 74
Holding a Discipline Session 75
Employee Corrective Action Documentation 77
Generating Feedback with Team Members 79
Store Organization and Workflow 80
Customer Contact Areas 81
Intake Tools 82

The Workbox 83
The Importance of Customer Follow-up 85
Finished Job File 86
No Claim Check Log Book 87
Watch Transfer Log 89
Unclaimed Repair Disposal 91
Display Cases and Windows 92
Look at Your Store through Customer's Eyes 93
The Workday 94
Opening Procedures of a Store 95
Jeweler Closing Duties 96
Watchmaker/Tech Closing Duties 98
General Closing Procedures 99
Point of Sale System 99
Documentation will be provided at the time of training 99
Sales 100
Order Taking vs Selling 100
A Complete Sale 101
Creating a Successful Sales Transaction 103
Sales Techniques 105
Basics for Increasing Sales 112
Intake 113
Risk Factors and Booby Traps 113
Large Stone Intake 114
Stone Risk Intake 116
Repair with a Metals Risk Factor 118
Bead Stringing Intake 120
Engraving Intake 122
Custom Sales Intake 124
Custom Work Order 126
Inspecting a Watch for Intake 128
Watch Condition Report 129
Watch Repair with a Risk Factor 131
The "Need to Know" about Watches 132
Case Numbers 132
Serial Numbers 132
Band Numbers 132
Identifying Imitations 132
Kinds of Watches 133
Pressure Testing 133
Watch Repair Abbreviations 134
The Truth about Water Resistant Watches 135
Aged or Antique Watches 136
Battery Warranty Cards 137
Prepaid or Partial Payments 138
Special Order Sales 139
Trade Accounts and Tax Exempt Sales 140
Good Neighbor Letter Example 141
Customer Service 142
First Step to Great Customer Service 143
Standards of Customer Service Excellence 144
Satisfying Customers 145
Frontline People 147
Keys to Increasing your Value to Customers 148
Promises 149
The Telephone–a Valuable Tool 150
Comebacks 152

Clientele Development 153
Goal Setting 154
The Importance of Goal Setting 154
How to Set Personal Sales Goals 155
Measured Results 157
Analysis at a Glance 157
Quarterly Goal Summary 158
Management Tools 160
Performance Appraisals 161
Store Inspections 164
Store Hours of Operation 167
Store Schedules 167
Attendance Report 169
Weekly Supply Reorders 171
Special Order/Stone Matching 173
Item on Order 175
Bench Repair Log 177
Time Off Request Log 179
Money Matters 182
Paying Taxes 183
How Much Should I Charge ? 184
Pricing 185
Job Estimates 185
Incentives 186
Using Spiffs 186
Recommendation from your Watchmaker/Jeweler 187
Inventory 189
Wire Solder Sizing Stock Basics 190
Findings Inventory 192
Watch Clasps 194
Battery Inventory 196
Watch Crystal Inventory 198
Inventory Adjustments 202
Marketing and Merchandising 204
Marketing 204
Marketing Budget 205
Advertising using Vendor Co-op Money 206
Advertising and Sales Practices 207
Frequent Repair Card 208
Network Network Network 209
Merchandising 210
Stocking your store on a disciplined basis 210
Get Rid of the Duds 211
Attractive Displays Sell Merchandise 211
Why Merchandise Does Not Sell 212
Special Orders 212
Unclaimed Merchandise 214
Safety & Security 214
Safety 215
Safety Practices 215
Health and Safety Training 216
Workplace Safety Rules 217
Supervisor s Accident Investigation 220
Security 222
Too Much Money Can Be a Problem 224
Check Acceptance 225
Stay in Touch with Your Inventory 226

Preventing Shoplifting 227
Apprehending Shoplifters 230
Robberies 232
Theft Alert System 234
Property and Equipment Care 235
Jewelers Maintenance Records 236
Advice 237
Relationships 237
Technical Advice 239
Reference Materials Videos and CDs 240
Trade Organizations 241

EXHIBIT D

FRANCHISEES AND COMPANY-OWNED LOCATIONS
(As of December 31, 2018)

FRANCHISEES WITH OUTLETS OPEN AS OF DECEMBER 31, 2018

FRANCHISEE	ADDRESS	TELEPHONE
ALASKA		
Williams, Martin	Anchorage Fifth Avenue Mall 320 W 5th Avenue Anchorage, Alaska 99501	907-278-3278
ARIZONA		
Johnson, Donald & Kristin JFMLY Investments, Inc	Chandler Fashion Center 3111 West Chandler Blvd , #2174 Chandler, Arizona 85226	480-786-6132
Blythe, Charles W Blyco, Inc	San Tan Village 2200 E Williams Field Road Bldg 5, Suite #118 Gilbert, Arizona 85296	480-821-3201
Gosielewski , Fred & Arlene A&F Jewelry Works, Inc	Arrowhead Towne Center 7700 W Arrowhead Towne Center Glendale, Arizona 85308	602-878-9811
Blythe, Charles W Blyco, Inc	Superstition Springs Mall 6555 E Southern Avenue, #1042 Mesa, Arizona 85206	602-807-4535
Le, Dung	Paradise Valley Mall 4550-41 East Cactus Road, D-12 Phoenix, Arizona 85032	602-494-1088
Blythe, Charles W Blyco, Inc	Prescott Mall 250 Lee Blvd , Suite 102 Prescott, Arizona 86303	928-442-9118
Johnson, Donald & Kristin JFMLY Investments, Inc	Scottsdale Fashion Square 7014 E Camelback Road, #2096 Scottsdale, Arizona 85251	602-994-8909
Barrett, Michael & Nancy	Park Place Mall 5870 E Broadway Blvd , #503 Tucson, Arizona 85705	520-514-9292
Barrett, Michael & Nancy	The Tucson Mall 4500 Oracle Road, #419 Tucson, Arizona 85705	520-696-0403
CALIFORNIA		
Guekguezian, Sarkis & Sossy	Westfield Santa Anita 400 S Baldwin Avenue, #710L Arcadia, California 91007	626-446-2423
Ichlokmanian, Vartan & Siran VVSD Jewelers, Inc	Valley Plaza 2701 Ming Avenue, #0132 Bakersfield, CA 93304	661-396-9796
Geysimonian, Hovhannes HAU Jewelry Repairs, Inc	Brea Mall 1044E Brea Mall Brea, California 92821	818-522-9697

FRANCHISEE	ADDRESS	TELEPHONE
Ichlokmanian, Acob & Emma	Westfield Topanga 6600 Topanga Canyon Blvd , #1058D Canoga Park, California 91303	818-346-0000
Ly, Hoa Jim-& Nguyen, Hong	Capitola Mall 1855 41st Avenue, #A5 Capitola, California 95010	831-477-1145
Le, Tin Duc & Tran, LyThi	Westfield Carlsbad 2525 El Camino Real, #235 Carlsbad, California 92008	760-729-1099
Hong, Andy	Los Cerritos Center 9001 Los Cerritos Center Cerritos, California 90703	562-860-1305
Luong, Liem T	Sunrise Mall 5967 Sunrise Mall Citrus Heights, California 95610	916-961-5168
Pham, Ben BBB Premier Jewelry, Inc	Sun Valley Mall 439 Sun Valley Mall Concord, California 94520	925-680-2552
Ichlormanian, Harout & Sylvia	Westfield Culver City 6000 Sepulveda Blvd , #2800 Culver City, California 90230	310-397-4731
Ichlokmanian, Acob & Emma	Stonewood Mall 205 Stonewood Street, #B3 Downey, California 90241	562-862-7100
Lieu, Paula & Tran, Vinh Pro Jeweler & Watch LLC	Westfield Parkway Plaza 295 Parkway Plaza El Cajon, California 92020	619-444-1170
Lieu, Paula & Tran, Vinh Pro Jeweler & Watch LLC	Westfield North County Shopping Center 200 E Via Rancho Parkway, #250 Escondido, California 92025	760-796-4499
Phan, Ben BBB Premier Jewelry, Inc	Westfield Solano Mall 1350 Travis Blvd Fairfield, California 94533	707-399-0774
Ichlokmanian, Acob & Emma	Glendale Galleria 1190 Glendale Galleria Glendale, California 91210	818-242-9230
Ezdagni, Homeira & Shekarachi, Saeed EZ Tala, Inc	Culver Plaza 15333 Culver Drive, Ste 9008 Irvine, California 92604	949-536-5595
Nguyen, Trang Anh K Kim Tu Jewelers Corporation	Lakewood Center 97 Lakewood Center Lakewood, California 90712	562-529-5951
Ajnass, Anwar	Beverly Center 8500 Beverly Blvd , Suite 703 Los Angeles, California 90048	310-659-9152

FRANCHISEE	ADDRESS	TELEPHONE
Al-Hanna, Razan & Zeeb, Mikhail	Westfield Century City 10250 Santa Monica Blvd Los Angeles, California 90067	310-843-9122
Aubin, Debbie Eternal Diamonds, Inc	Shops at Mission Viejo 210 The Shops at Mission Viejo Mission Viejo, California 92691	949-365-0100
Ouhan, Ohans & Ouhan Khachatryan, Diana Montclair Jewelry & Watch Repair Inc	Montclair Plaza 2079 E Montclair Plaza Lane Montclair, California 91763	909-625-6560
Goryan, Sam & Adriana Goriani Designs, GP	The Shops at Montebello 1728 Montebello Town Center Drive Montebello, California 90640	323-887-2345
Charaf, Mahmound (Gio) Tourmaline Development, Inc	Westfield Plaza Bonita 3030 Plaza Bonita Road, #2437 National City, California 91950	619-402-7864
Massou, Saleem & Rula M Blackstone Enterprises, Inc	Fashion Island 401 Newport Center Drive, Suite A222 Newport Beach, California 92660	949-760-1100
Anjass, Anwar & Poghosyan, Iskhan	Northridge Fashion Center 9301 Tampa Avenue, #70B Northridge, California 91324	818-700-1303
Al-Hanna, Razan & Zeeb, Mikhai	Westfield Palm Desert 72840 Highway 111, #V415 Palm Desert, California 92260	760-346-0313
Ichlokmanian, Vahan VIM Services Inc	Antelope Valley Mall 1233 West Rancho Vista Blvd , Space #902 Palmdale, California 93551	818-935-9830
Ly, Hoa Jim & Nguyen, Hong Tuyet	Stoneridge Shopping Center 2242 Stoneridge Mall Road, Room 217C Pleasanton, California 94588	925-251-0937
Hong, Ricky	Victoria Gardens 7872 Monet Avenue Rancho Cucamonga, California 91739	909-646-7200
Ichlokmanian, Acob & Emma	Galleria at South Bay 1815 Hawthorn Blvd , #245 Redondo Beach, California 90278	310-214-8930
Al-Hanna, Razan & Zeeb, Mikhail	Galleria at South Bay 2032 Galleria at Tyler, #F205 Riverside, California 92503	951-688-8600
Kalaylim, Malek Jean Malik & Co , LLC	Westfield Galleria at Roseville 1151 Galleria Blvd , #238 Roseville, California 95678	916-780-6888
Ouhan, Ohans & Khachatryan, Diana	Inland Center Mall 500 S Inland Center Drive, #356 San Bernardino, California 92408	909-888-7661

FRANCHISEE	ADDRESS	TELEPHONE
Espinoza, Jesus Antonio (Tony) & Yadira	Fashion Valley Mall 7007 Friars Road, #361 San Diego, California 92108	619-692-0277
Davis, Patrick D , Sr Jewelco Jewelers, Inc	Westfield University Towne Center 4525 La Jolla Village Drive, Suite D40 San Diego, California 92122	858-457-1914
Ly, Hoa & Nguyen, Hong	Westfield Oakridge Mall 925 Blossom Hill Road, #1108 San Jose, California 95123	408-972-9710
Gomberg, David & Bonnie	Westfield Main Place 2800 N Main Street, #701 Santa Ana, California 92705	714-835-7295
Ly, Hoa & Nguyen, Hong	Westfield Valley Fair 2855 Stevens Creek Blvd , #1083 Santa Clara, California 95050	408-296-6398
Parseghian, Garbis Der	Westfield Fashion Square 14006 Riverside Drive, #27 Sherman Oaks, California 91423	818-789-0197
Espinoza, Jesus &Yadira	The Promenade at Temecula 40820 Winchester Road, #2290 Temecula, California 92590	951-296-0727
Villafuerte, Xavier	The Oaks Shopping Center 298 West Hillcrest Drive Thousand Oaks, California 91360	805-557-4994
Ichlokmanian, Harout & Akob	Del Amo Fashion Center 21880 Hawthorne Blvd , #337A Torrance, California 90502	310-370-0330
Arabian, Chant	Westfield Valencia Town Center 24201 West Valencia Blvd , #2265 Valencia, California 91355	661-288-1459
Zeeb, Mikhail & Razan	The Mall of Victor Valley 14400 Bear Valley Road, #409 Victorville, California 92392	760-951-8860
Ghassemi, Masood & Saberi, Homeira Torki	Westfield Plaza West Covina 585 Plaza Drive West West Covina, California 91790	626-814-2625
Nguyen, Tranganh Kim Tu Jewelers Corporation	Westminster Mall 1006A Westminster Mall Westminster, California 92683	714-896-6673
COLORADO		
Smith, Douglas Colorado Jewelry & Watch Repair, Inc	Flat Iron Crossing 1 West Flat Iron Crossing, #2054 Broomfield, Colorado 80021	303-466-2217

FRANCHISEE	ADDRESS	TELEPHONE
Park, Soon Ja Golden Eagle, Inc	Chapel Hills Mall 1710 Briargate Blvd , #3511 Colorado Springs, Colorado 80920	719-599-4688
Smith, Douglas Colorado Jewelry & Watch Repair, Inc	Cherry Creek Shopping Center Denver, Colorado 80206	720-941-4110
Smith, Douglas Colorado Jewelry & Watch Repair, Inc	Park Meadows Mall 8405 Park Meadows Center Drive, #1019 Littleton, Colorado 80124	303-790-0112
CONNECTICUT		
Grande, Thomas & Michele	Westfield Trumbull 5065 Main Street, #K17 Trumbull, Connecticut 06611	203-374-4567
DELAWARE		
Thompson, Mark & Rose MRT Enterprises, Inc	Christiana Mall 457 Christian Mall, #1133 Newark, Delaware 19702	302-453-1151
FLORIDA		
Mai, Maria & Nguyen, Phong PN Designs, Inc	Altamonte Mall 415 East Altamonte Drive, #1445 Altamonte Springs, Florida 32701	407-261-1595
Woskobojnik, Mario MBM Enterprises Corp of South Florida	Boca Town Center 6000 Glades Road, #K108 Boca Raton, Florida 33431	561-347-6664
Narvaez, Luis & Dawn	Westfield Brandon Shopping Center 649 Brandon Town Center Brandon, Florida 33511	813-655-9498
Sau, Thong & Yen SJ Castings & Supplies, Inc	Westfield Countryside 27001 US Highway 19 North, #9085 Clearwater, Florida 33761	727-724-6016
Estate of Gus Kiriazis GBMM Enterprises, Inc	Coral Square Mall 9251 West Atlantic Blvd Coral Springs, Florida 33071	954-345-4656
Calderon, Franklin & Silvia	Miami International Mall 1455 NW 107th Avenue, #K113 Doral, Florida 33172	305-639-4500
Agudelo, Esau	Coconut Point Town Center 23190 Fashion Drive, #115 Estero, Florida 33928	239-949-4500
Agudelo, Esau	Miromar Outlets 10801 Corkscrew Road, #188 Estero, Florida 33928	239-949-8669
Abad, Robert RA Enterprises of South Florida, Inc	Edison Mall 4125 Cleveland Avenue Ft Meyers, Florida 33901	239-278-0709

FRANCHISEE	ADDRESS	TELEPHONE
Whitehurst, Christian & Courtney CW Repairs Inc	St Johns Town Center 4668 Town Crossing Drive Jacksonville, Florida 32246	904-641-7545
Whitehurst, Christian & Courtney Whitehurst Jewelry, Inc	The Avenues 10300 Southside Blvd , #130A Jacksonville, Florida 32256	904-519-9666
Livshin, Steve	Treasure Coast Square 3318 NW Federal Highway Jensen Beach, Florida 34957	772-692-3774
James, Steve & Maureen James Enterprises Inc	Melbourne Square Center 1700 W Newhaven Avenue, #1030 Melbourne, Florida 32901	321-952-5400
Calderon, Franklin & Silvia	Dadeland Mall 7565 Dadeland Mall, #4040 Miami, Florida 331566	305-667-5833
Le, Dung	The Falls 8888 SW 136th Street Miami, Florida 33176	786-573-1793
Agudelo, Esau Esau Agudelo, Inc	Coastland Center 1920 Tamiami Trail North, #J11 Naples, Florida 34102	239-649-8008
Slaybe, George J J J J S Enterprises, Inc	The Mall at Millenia 4200 Conroy Road, #199 Orlando, Florida 32839	407-248-8989
Delgado, Mariella A , Pagliano, Roberto G & Simonassi , Alvaro Marcelo PASIM LLC	The Gardens Mall 3101 PGA Blvd , Space C125 Palm Beach Gardens, Florida 33410	561-530-7722
Delgado, Mariella A & Simonassi, Alvaro Marcelo Carenso, Inc	Westfield Broward Mall 8000 W Broward Blvd , #613 Plantation, Florida 33388	954-474-2267
Bell, Joseph A	Mall at University Town Center 140 University Town Center Drive, Space #104 Sarasota, Florida 34243	941-893-1078
Brown, Patrick A Patrick B Jewelry, LLC	Walmart – Stuart 4001 SE Federal Highway Stuart, Florida 34997	561-502-5373
Caride, Antonio, Jr	Westshore Plaza 13293 Sanctuary Cove Drive, #304 Tampa, Florida 33637	813-317-4614
Narvaez, Luis A & Dawn	Westfield Citrus Park 8133 Citrus Park Town Center Mall, #8090 Tampa, Florida 33625	813-792-8486
Slaybe, George J J J S Enterprises, Inc	International Plaza 2223 N Westboro Blvd , #151B Tampa, Florida 33607	813-644-6879

FRANCHISEE	ADDRESS	TELEPHONE
Slaybe, George J J J S Enterprises, Inc	Shops at Wiregrass 28139 Paseo Drive, Bldg 7, Space 175 Tampa, Florida 33544	813-907-3898
Delgado, Mariella A & Simonassi, Alvaro Marcelo Marcasoro Inc	Wellington Mall 10300 W Forest Hills Blvd , #196A Wellington, Florida 33414	561-784-0034
GEORGIA		
Fox, Robert O and Geraldine S	North Point Mall 1000 North Point Circle, #2196 Alpharetta, Georgia 302020	770-475-5085
Robert, William R , Jr Ledoux-Robert Enterprises, Inc	Lenox Square 3393 Peachtree Road NE Atlanta, Georgia 30326	404-869-1877
Roshan, Hanif A Sansal Jewelers and Repair, Inc	Cumberland Mall 1452 Cumberland Mall Atlanta, Georgia 30339	770-437-9600
Stivers, Michael & Kathryn VIS LA VIE', LLC	Perimeter Mall 4400 Ashford Dunwoody Road, #2225 Atlanta, Georgia 30339	770-395-0200
Gadelov, Vladislav MVP Elite, Inc	Mall of Georgia 3333 Buford Drive, #2005A Buford, Georgia 30346	770-831-7857
Reiter, Richard & Patty Platinum Express, Inc	Arbor Place Mall 6700 Douglas Blvd , #2410 Douglasville, Georgia 30135	770-949-2248
Patricio, Oscar and Griselda Huesos Limited Company, Inc	Walmart – Duluth 2635 Pleasant Hill Road Duluth, Georgia 30096	404-330-7917
Fatakhova, Tova Fatakh, Inc	Town Center at Cobb 400 Barret Parkway, #288 Kennesaw, Georgia 30149	770-419-0359
Patricio, Oscar and Griselda Huesos Limited Company, Inc	Mall at Stonecrest 2929 Turner Hill Road, #1085 Lithonia, Georgia 30038	770-482-1985
ILLINOIS		
Bagia, Vijay & Nita VP Jewelers, Inc	Chicago Ridge Mall 231 Chicago Ridge Mall, #F3 Chicago ridge, Illinois 60415	708-499-2876
Storey, Jane KEGHT, Inc	Woodfield Mall G137 Woodfield Mall Schaumburg, Illinois 60173	630-456-8367
Feldman, Gene & Debra North Shores Jewelers, Inc	Westfield Hawthorne 1135 Hawthorne Center Vernon Hills, Illinois 60061	847-281-9700

FRANCHISEE	ADDRESS	TELEPHONE
INDIANA		
Thurman, Don & John Thurminators, LLC	Meijer #501 4222 Charlestown Road New Albany, IN 47150	812-948-8885
KENTUCKY		
Thurman, Don & John Thurminators, LLC	Mall of St Matthews 6000 Shelbyville Road, #1050 Louisville, Kentucky 40207	502-899-2116
Thurman, Don & John Thurminators, LLC	Meijer #502 4500 S Hurstbourne Parkway Louisville, Kentucky 40299	502-491-5912
Thurman, Don & John Thurminators, LLC	Meijer #503 9500 Preston Highway Louisville, Kentucky 40229	502-822-3596
MARYLAND		
Perekalsky, Boris BNB, Inc	Westfield Annapolis 1010 Annapolis Mall Annapolis, Maryland 21401	410-266-6235
Kim, Myong J & In Ja	White Marsh Mall 8200 Perry Hall Blvd , #1475 Baltimore, Maryland 21236	410-933-0427
Le, Dung	St Charles Town Center 11110 Mall Circle, #B02B Waldorf, Maryland 20603	702-802-8201
MISSOURI		
Gold, Joel, Karen & David Element Seventy-Nine, LLC	Saint Louis Galleria Mall 1101 Saint Louis Galleria Saint Louis, Missouri 63117	314-725-3278
NEVADA		
Manchev, Kalin	Anthem Village Center 2571 Anthem Village Drive, #D2 Henderson, Nevada 89052	702-685-6490
Manchev, Kalin	Galleria at Sunset 1300 W Sunset Road, #1527 Henderson, Nevada 89014	702-547-6223
Le, Dung	Downtown Summerlin 1980 Festival Plaza Drive Las Vegas, Nevada 89135	702-901-7076
Manchev, Kalin	Meadows Mall 4300 Meadows Lane, #1330 Las Vegas, Nevada 89107	702-880-0628
NEW MEXICO		
Kohler, Max & Dorothy Jewelry Design, Inc	Coronado Center 6600 Menaul Blvd NE, #TT7 Albuquerque, New Mexico 87110	505-855-9191

FRANCHISEE	ADDRESS	TELEPHONE
NEW YORK		
Rea, Sergio Sefer Repair Co , Inc	Queens Center 9015 Queens Blvd , #1028 Elmhurst, New York 11373	718-271-3103
Rea, Segio Kofoff Repair Co , Inc	Roosevelt Field 630 Old Country Blvd, Space #2015A Garden City, New York 11350	516-248-6969
Lee, Hyun & Sammy	Staten Island Mall 2655 Richmond Avenue, #1418 Staten Island, New York 10314	718-477-9800
OREGON		
Tamplin, Steven D & Cindy	Rogue Valley Mall 1600 N Riverside, #1057 Medford, OR 97501	541-773-9939
Garcia, Robert & Menjivar, Wendy TJ Macin Inc	Clackamus Town Center 12000 SE 82nd Avenue, T1-17 Portland, Oregon 97266	503-654-7021
Flaherty, Damian & James	Washington Square 9607 SW Washington Square Road Tigard, Oregon 97266	503-639-4810
PENNSYLVANIA		
Murphy, John E John Murphy's Jewelry Repair Center, Inc	Millcreek Mall 547 Millcreek Mall Erie, Pennsylvania 16565	814-864-8805
Lurie, Gwen D & Jacques A Glurie Enterprises, Inc	The Plaza at King of Prussia 160 N Gulph Road, #2025 King of Prussia, Pennsylvania 19406	610-337-3001
Pokrifka, Kenneth J	Ross Park Mall 1000 Ross Park Mall Drive, #G02A Pittsburgh, PA 15237	412-366-8008
SOUTH CAROLINA		
Beaumont, Katrina & Paulson, Jacquelyn M Crown Jewels Inc	Coastal Brand 2000 Coastal Grand Circle, #105 Myrtle Beach, South Carolina 29577	843-839-2933
Timko, William	Northwoods Mall 2150 Northwoods Blvd , #F34 North Charleston, South Carolina 29406	843-824-8824
TENNESSEE		
Plotitsa, Mila & Lenny Goldsmith Repair Company of Franklin, Inc	Cool Springs Galleria 1800 Galleria Blvd , #2410 Franklin, Tennessee 37067	615-771-8588
Plotitsa, Mila & Lenny Goldsmith Repair Company of Memphis, Inc	Wolfchase Galleria 2760 N Germantown Parkway, Suite 106 Memphis, Tennessee 38133	901-385-5445

FRANCHISEE	ADDRESS	TELEPHONE
Plotitsa, Lenny Goldsmith Repair Company of Memphis, Inc	Mall at Green Hills 2126 Abbott Martin Road, #284 Nashville, Tennessee 37215	615-375-3743
Plotitsa, Lenny Goldsmith Repair Company of Memphis, Inc	Opry Mills Mall 150 Opry Mills Drive, Space 516 Nashville, Tennessee 37214	615-851-0424
TEXAS		
Pham, Phuong & Thao P & H Jewelry, Inc	The Parks at Arlington 3811 S Cooper Street, Space 1012 Arlington, Texas 76015	817-417-9100
Ahola, Arizsum & Singh, Amrit Ahola & Singh LLC	The Domain II 10910 Domain Drive, Room W09A Austin, Texas 78758	512-551-8111
Mach, Cori Faye & Marisa Bowtie Holdings, LLC	Barton Creek Square Shopping Center 2901 Capitol of Texas Highway, #J12 Austin, Texas	512-328-0864
Mach, Cori Faye & Marisa Lonestar Jewelry Services, LLC	Lakeline Mall 11200 Lakeline Mall Drive, #K5 Austin, Texas 78613	512-257-9419
LeCody, Peter Jewelry Marketing of the Southwest, Inc	NorthPark Center 8687 North Central Expressway, @2320 Dallas, Texas 75225	214-361-2811
Pham, Phuong & Thao H & P Jewelry, Inc	Galleria Dallas 13350 Dallas Parkway, #3250 Dallas, Texas 75240	972-233-0303
Nielsen, Robert & Sara N-BAR-A, Inc	Baybrook Mall 1378 Baybrook Mall Friendswood, Texas 77546	281-480-6657
Shaw, Michael & Vicky Amity Concerns, Inc	Stonebriar Center 2601 Preston Road, #1256 Frisco, Texas 75067	972-377-7727
Le, Dung	Hulen Mall 4800 S Hulen Street, #214 Ft Worth, Texas 76132	817-294-4041
Du, David Rosalie La Southwest, Inc	The Galleria at Houston 5015 Westheimer, #1485 Houston, Texas 77056	713-840-7007
Nguyen, Minh P and Pham, Lisa Hai Nam 1 Jewelry & Watch Repair, Inc	North East Mall 1101 Melbourne Road, #5056 Hurst, Texas 76053	817-589-1777
De Nobrega, Aubrey, De Nobrega, Shrimati & De Nobrega, Andy De Nobrega, Inc	Irving Mall 3700 Irving Mall, #E-1A Irving, Texas 75062	972-258-8801

FRANCHISEE	ADDRESS	TELEPHONE
Nguyen, Bao Thai JJM Designs LLC	Music City Mall at Vista Ridge 2401 S Stemmons Freeway, #1342 Lewisville, Texas 75067	972-315-2900
Pham, Cuong A & T Jeweler Inc	Town East Mall 1178 Town East Mall Mesquite, Texas 75150	972-279-5444
Shaw, Michael D & Vicki A Amity Concerns, Inc	Collin Creek Mall 811 North Central Expressway, #2270 Plano, Texas 75075	972-423-4181
UTAH		
Le, Quynhthy Nguyen & Luu, Tony Phat	South Towne Center 10450 South State Street, #1204 Sandy, Utah 84070	801-523-0500
VIRGINIA		
Mirpuri, Baiju (Benny) & Ujwalla B Mirpuri Enterprises, Inc	Fashion Centre @ Pentagon City 1100 S Hayes Street, #M140 Arlington, Virginia 22202	703-414-2626
Pao, Tim & Julie Rockwell, Inc	Short Pump Towne Center 1800 West Broad Street, #1244 Henrico, Virginia 23233	804-592-5424
Kim, Myong (Joshua) and Kim, Inja	Tysons Corner Center 7951 Tyson's Corner Center McLean, Virginia 22102	571-633-0766
WASHINGTON		
Ho, Thanhha & Nhon Ong	Alderwood Mall 3000 184th Street SW, #K700 Lynnwood, Washington 98037	425-775-9646
Jenkins, Clarence & Nadine	Westfield Southcenter 129 Southcenter Mall Tukwila, Washington 98188	206-439-3999
WASHINGTON, D C		
Mirpuri, Baiju (Benny) & Ujwalla B Mirpuri Enterprises, Inc	Union Station 50 Massachusetts Avenue NE, #L003 Washington, D C 20002	202-898-1919

FRANCHISEE(S) WITH FRANCHISE AGREEMENT(S) SIGNED BUT OUTLET(S) NOT OPEN AS OF DECEMBER 31, 2018

FRANCHISEE	ADDRESS	TELEPHONE
WASHINGTON		
Isroil M Boymatov	Burien, Washington 98146 (location TBD)	415-730-5453

COMPANY-OWNED LOCATIONS AS OF DECEMBER 31, 2018

COMPANY-OWNED-LOCATION	ADDRESS	TELEPHONE[4]
FLORIDA		
Walmart	3801 Turtle Creek Drive, Coral Springs, FL 33067	(800) 359-0407
Walmart	5851 NW 177th Street, Hialeah, FL 33015	(800) 359-0407
NEW YORK		
Eastview Mall	708 Eastview Mall, Victory, NY 14564	(800) 359-0407
The Mall at Greece Ridge	400 Greece Ridge Center Drive, Rochester, NY 14626	(800) 359-0407

[4] Ask for Paul Price or Sam Guagliardo

EXHIBIT E

FRANCHISEES WHO LEFT THE SYSTEM
(In 2018)

The following is a list of franchisees whose franchises were transferred, terminated, not renewed, or reacquired by us in 2018, who otherwise voluntarily or involuntarily ceased to do business in 2018, or who did not communicate with the franchisor within 10 weeks of the disclosure document issuance date

TRANSFERRED

California

Paruyr Ovakimyan (Deceased)
Brea, CA
Phone (323) 363-4443 (Spouse)

Dan Vargas
National City, CA
Phone (619) 820-4800

Vartan Ichlokmanian
Palmdale, CA
Phone (818) 481-6991

Maryland

Benny Mirpuri
Waldorf, MD
Phone (571) 216-3539

TERMINATED

None

NOT RENEWED

New Mexico

Max Kohler
Albuquerque, NM
Phone (505) 379-9778

REACQUIRED BY US

None

OTHERWISE CEASED TO DO BUSINESS

None

Not Communicated Within 10 Weeks

None

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

EXHIBIT G

SAMPLE GENERAL RELEASE

General Release

THIS GENERAL RELEASE (the "Release") is entered into on this ___ day of _____, 20__, by and between Jewelry Repair Enterprises, Inc , a Pennsylvania corporation, with its principal place of business at 1515 S Federal Highway, Suite 412, Boca Raton Florida 33432 ("Franchisor") and _____ an individual located at _____ {("Franchisee")} {("Transferor")}

BACKGROUND

A Franchisor and {Franchisee}{Transferor} are parties to a Franchise Agreement dated _____ (the "Franchise Agreement"), and

B Franchisor and Franchisee have agreed, pursuant to the Franchise Agreement, {to renew or extend Franchisee's rights under Section 2 5 the Franchise Agreement (the "Renewal Transaction")} {to permit a transfer pursuant to Section 10 of the Franchise Agreement (the "Transfer Transaction")} {to permit a relocation pursuant to Section 3 2 of the Franchise Agreement (the "Relocation Transaction")}, and in connection with the {Renewal Transaction} {Transfer Transaction} {Relocation Transaction}, Franchisor and {Franchisee} {Transferor} have agreed to execute this Release, along with such other documents related to the approved {Renewal Transaction} {Transfer Transaction} {Relocation Transaction}, and

C Capitalized terms not otherwise defined in this Release shall have the meanings as defined in the Franchise Agreement

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows

1 **Release** {Franchisee} {Transferor} and its legal or beneficial owners (the "Principals"), and their respective agents, representatives, heirs, administrators, successors and assigns (the "Franchisee Group"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, managers, directors, officers, agents, employees, representatives, administrators, successors and assigns (the "Franchisor Group") from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether based on statutory or common law, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, matured or unmatured, determined or undetermined, contingent or fixed, and whether or not yet accrued or asserted which {Franchisee} {Transferor} and/or its Principals had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership or operation of the FAST-FIX Service Center franchise The Franchisee Group further indemnifies, defends and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or in any way relating to the Franchise Agreement or the FAST-

FIX Service Center franchise The Franchisee Group and its Principals represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein

In providing this Release, {Franchisee} {Transferor} and its owners, partners, members and/or shareholders expressly acknowledge that, to the extent the laws of the State of California govern the relationship of the parties hereto, {Franchisee} {Transferor} and its owners, partners, members and/or shareholders are fully familiar with the provisions of Section 1542 of the Civil Code of the State of California and each expressly waives any and all rights under Section 1542 of the Civil Code of the State of California which provides as follows

"A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor "

{Franchisee} {Transferor} and its owners, partners, members and/or shareholders hereby expressly waive any and all rights under any similar federal or state statute, regulation or rule

2 General Terms

2 1 This Release shall be binding on, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns

2 2 This Release shall take effect on its acceptance and execution by each of the parties hereto

2 3 This Release may be executed by the parties hereto in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Release, and such copy shall constitute an enforceable original document

2 4 The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof

2 5 This Release and the transactions contemplated hereby, and all claims and defenses arising out of or relating to any such transaction or this Release or the formation, breach or validity of any part of this Release, shall in all respect be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any conflicts of laws principles of such state that would apply the laws of another jurisdiction

2 6 This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof No other representations have induced the parties to execute this Release The parties agree that they have not relied on anything other than the words of this Release in deciding whether to enter into this Release

2 7 No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written

FRANCHISOR
JEWELRY REPAIR ENTERPRISES, INC

By _____

Name _____

Title _____

{FRANCHISEE} {TRANSFEROR}

By _____

Name _____

EXHIBIT H

STATE-SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

1 The following paragraph is added at the end of Item 3 of the Disclosure Document

Neither we nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U S C A Section 78a et seq , suspending or expelling such person from membership in such association or exchange

2 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

3 OUR WEBSITE, www fastfix com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www dbo ca gov

4 Delete and replace the "Interest on Late Payments" row in Item 6 with the following

Interest on Late Payments	18% per annum, or maximum rate permitted by law (which is 10% in California)	On demand	Imposed if any payment you owe us is overdue

5 The following paragraphs are added at the end of Item 17 of the Disclosure Document

California Law Regarding Termination and Nonrenewal California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of the franchise If the Franchise Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control

Termination On Bankruptcy The Franchise Agreement provides for termination on bankruptcy This provision might not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)

Covenant not to Compete The Franchise Agreement contains a covenant not to compete which extend beyond the termination of the franchise This provision may not be enforceable under California law

Liquidated Damages The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

Applicable Law The Franchise Agreement requires application of the laws of Florida This provision may not be enforceable under California law

Arbitration the Franchise Agreement requires binding arbitration The arbitration will occur in Broward County, Florida with the costs being borne by the non-prevailing party

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

Material Modification California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise

Releases The Franchise Agreement requires you to sign a general release of claims on renewal or transfer of the Franchise Agreement California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516) Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)

6 The following paragraph is added to the end of Item 19 of the Disclosure Document

The financial performance representation figures do not reflect all of operating expenses or other costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business Franchisees or former franchisees listed in this Disclosure Document may be one source of this information

HAWAII DISCLAIMER

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

Registered agent in the state authorized to receive service of process Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant Street, Honolulu, Hawaii 96813

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

1 Delete and replace the "Summary" section of Item 17(v) of the Franchise Agreement chart in the Disclosure Document with the following

Litigation must be in Illinois

2 Delete and replace the "Summary" section of Item 17(w) of the Franchise Agreement chart in the Disclosure Document with the following

Except for federal law, Illinois law governs

3 Illinois law governs the Franchise Agreement(s)

4 In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void However, a franchise agreement may provide for arbitration to take place outside of Illinois

5 Your rights on termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act

6 In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

1 The "Summary" sections of Items 17(c), entitled **Requirements for franchisee to renew or extend**, and 17(m), entitled **Conditions for franchisor approval of transfer**, of the Disclosure Document are amended by adding the following

> Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law

2 The "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**, of the Disclosure Document is amended by adding the following

> The agreement provides for termination on bankruptcy This provision might not be enforceable under federal bankruptcy law (11 U S C Sections 101 et seq), but we and you agree to enforce it to the extent the law allows

3 The "Summary" section of Item 17(v), entitled **Choice of Forum**, of the Disclosure Document is amended by adding the following

> Although you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

4 The "Summary" section of Item 17(w), entitled **Choice of law**, of the Disclosure Document is amended by adding the following

> Except for federal law, and as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the law of the State the Franchised Business is located governs

5 The following language is added to the end of Item 17 of the Disclosure Document

> Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

1 The Minnesota Commerce Department requires us to defer payment of the initial franchise fee and other initial payments owed by the franchisee to us until we have completed our pre-opening obligations under the Franchise Agreement

2 The following is added at the end of the chart in Item 17

With respect to franchises governed by Minnesota law, we will comply with Minn Stat Sec 80C 14, Subds 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement

Minn Stat Sec 80C 21 and Minn Rule 2860 4400J might prohibit us from requiring litigation to be conducted outside Minnesota Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by the Minnesota Franchises Law

Minn Rule Part 2860 4400J might prohibit a franchisee from waiving rights to a jury trial, waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

1 The following information is added to the State Cover Page of the Disclosure Document

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL ON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS

2 The following paragraphs are added at the beginning of Item 3 of the Disclosure Document

Except as provided below, neither we, any predecessor, any person identified in Item 2, or an affiliate offering franchises under our principal trademark

(a) has an administrative, criminal, or civil action pending against us, it, him, or her alleging a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

(b) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action alleging violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable allegations

(c) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

3 The following paragraph is added at the beginning of Item 4 of the Disclosure Document

Except as described below, neither we nor any of our affiliates, predecessors, or officers identified in Item 2 have, during the 10-year period immediately preceding the date of the Disclosure Document (a) filed as debtor (or had filed against us, it, him, or her) a petition to start an action under the U S Bankruptcy Code or any foreign bankruptcy code, (b) obtained a discharge of our, its, his, or her debts under the U S Bankruptcy Code or any foreign bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or any foreign bankruptcy code or that obtained a discharge of its debts under the U S Bankruptcy Code or any foreign bankruptcy code during or within 1 year after the officer or general partner held this position in the company or partnership

4 The following language is added to the end of the second paragraph in Item 5

We use the initial franchise fee to partially defray our costs in assisting you during your opening of the Franchised Business, such as for our training expenses

5 The first paragraph of the Item 17 chart is deleted and replaced with the following

THESE TABLES LIST CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT

6 The "Summary" sections of Items 17(c) and 17(m) of the Franchise Agreement chart in the Disclosure Document are amended by adding the following

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force, it being the intent of this proviso that the non-waiver provisions of GBL Sections 687 4 and 687 5 be satisfied

7 The "Summary" section of Item 17(d) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following

You also may terminate the agreement on any grounds available by law

8 The "Summary" section of Item 17(j) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following

However, to the extent required by applicable law, we will not make an assignment except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement

9 The "Summary" sections of Items 17(v) and 17(w) of the Franchise Agreement chart in the Disclosure Document are amended by adding the following

This choice of law and forum should not be considered a waiver of any right conferred on you by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder

10 There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York However, an offer or sale is deemed made in New York if you are domiciled in and the franchise will be operated in New York We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

1 The "Summary" sections of Items 17(c), entitled **Requirements for franchisee to renew or extend**, and 17(m), entitled **Conditions for franchisor approval of transfer**, of the Disclosure Document are amended by adding the following

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law

2 The "Summary" sections of Item 17(i), entitled **Franchisee's obligations on termination/non-renewal**, of the Disclosure Document is amended by adding the following

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law However, we and you agree to enforce these provisions to the extent the law allows

3 The "Summary" sections of Item 17(r), entitled **Non-competition covenants during the term of the franchise**, of the Disclosure Document is amended by adding the following

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota However, we will seek to enforce them to the extent enforceable

4 The "Summary" sections of Item 17(u), entitled **Dispute Resolution by Arbitration**, of the Disclosure Document is amended by adding the following

Except that matters coming under the North Dakota Franchise Investment Law will be submitted to arbitration in a mutually agreeable location

5 The "Summary" sections of Item 17(v), entitled **Choice of Forum**, of the Disclosure Document is amended by adding the following

Except for matters coming under the North Dakota Franchise Investment Law, litigation must be in Broward County, Florida

6 The "Summary" sections of Item 17(w), entitled **Choice of law**, of the Disclosure Document is amended by adding the following

Except for federal law, and except for matters coming under North Dakota Franchise Investment Law, Florida law governs

7 The Franchisee is not required to waiver jury trial for any matters coming under the North Dakota Franchise Investment Law

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

1 The "Summary" sections of Item 17(v), entitled **Choice of Forum**, of the Disclosure Document is deleted and replaced with the following

> Litigation/arbitration generally must be in Florida, except that, to the extent required by applicable law, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act

2 The "Summary" sections of Item 17(w), entitled **Choice of law**, of the Disclosure Document is deleted and replaced with the following

> Except for federal law, and except as otherwise required by the Rhode Island Franchise Investment Act, Florida law applies

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

1 The following language is added to the end of the first paragraph in Item 5

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by the franchisee to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement

2 In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the "Summary" section of Item 17(h), entitled **"Cause" defined – non-curable defaults**, is amended by adding the following

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the Franchise Agreement If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

1 Item 5 of the Franchise Disclosure Document is amended to state that the collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligation and the franchisee is open for business

2 The following paragraph is added at the end of the chart in Item 17 of the Franchise Disclosure Document

> If any of the provisions in this Franchise Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19 100 180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the Franchise Disclosure Document and Franchise Agreement

EXHIBIT I

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language Read this disclosure document and all agreements carefully

If we (Jewelry Repair Enterprises, Inc) offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale

Iowa requires that we give you this disclosure document at the 1st personal meeting **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and the authorized state agency listed in Exhibit A

The name, principal business address and telephone number of each franchise seller offering the franchise Gerald Weber and Sam Guagliardo, 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, (800) 359-0407, and _____

_____

Issuance Date April 26, 2019

See Exhibit A for our registered agents authorized to receive service of process

I have received a disclosure document dated April 26, 2019 that includes the following Exhibits

A Agencies/Agents for Service of Process
B Franchise Agreement and Attachments
C Table of Contents of Brand Standards Manual
D Franchisees and Company-Owned Locations
E Franchisees Who Left the System
F Financial Statements
G Sample General Release
H State-Specific Addenda
I Receipts

Date _____ Your Name (Please print) _____

Your signature _____

You should return one copy of the signed receipt either by signing, dating, and mailing it to Mariellen Clark, 1515 S Federal Highway, Suite 412, Boca Raton, Florida 33432, or by faxing or emailing it to Mariellen Clark at (800) 359-0407 or mclark@fastfixfranchise com You may keep the second copy for your records

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This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language Read this disclosure document and all agreements carefully

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