FRANCHISE DISCLOSURE DOCUMENT

IFAR / iFixandRepair
Gorilla Brands, LLC
A North Carolina Limited Liability Company
304 Capellan Street
Wake Forest, NC 27587
Telephone: 855.456.4349
E-mail: info@ifixandrepairfranchise.com

The franchise offered is for the operation of an iFixandRepair (IFAR) retail store. Each store/franchise will be opened and operated in accordance with our single store franchise agreement. There are two types of outlets (1) a retail merchandising store and (2) a stand-alone kiosk.

The total investment necessary to begin operation of an iFixandRepair franchise is from $81,700 to $147,950. This includes $20,000 to $25,000 that must be paid to IFAR or an Affiliate for each single unit franchise you purchase.

Each IFAR retail store and kiosk will offer consumers full service maintenance and repairs for a variety of smartphones, cellular phones, tablets, PDA devices, personal mobile devices, game consoles, computers and offer phone gear. We specialize in the sale of telephone accessories, other wireless device accessories and related products.

This disclosure document summarizes certain provisions of the 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, IFAR or an affiliate in connection with a 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 the availability of disclosures in different formats contact John A. McMullen, our Chief Development Officer, at 855.456.4349 and amcmullen@ifixandrepair.com.

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 disclosure 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 on franchising.

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

Issuance Date: November 6, 2017

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 C of this disclosure document 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. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY NON-BINDING MEDIATION AND, IF THAT PROCESS DOES NOT RESULT IN A SETTLEMENT OF THE DISPUTE, BINDING ARBITRATION, ONLY IN NORTH CAROLINA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, OR TO ARBITRATE WITH US IN NORTH CAROLINA THAN IN YOUR STATE.

2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. WE HAVE BEEN IN EXISTENCE SINCE MARCH 2010.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call you state administrator listed in **Exhibit C** or your public library for sources of information.

Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Franchise Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the state authority for your state listed in **Exhibit C.**

WE MAY USE THE SERVICES OF ONE OR MORE FRANCHISE BROKERS OR REFERRAL SOURCES TO ASSIST US IN GROWING OUR FRANCHISE SYSTEM. A FRANCHISE BROKER OR REFERRAL SOURCE IS OUR AGENT AND REPRESENTS US, NOT YOU. WE PAY THIS PERSON A FEE FOR REFERRING YOU TO US. YOU SHOULD BE SURE TO DO YOUR OWN INVESTIGATION OF THE FRANCHISE.

iFixandRepair
State Registrations

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and/or disclosure laws, with the following effective dates (not approved if blank):

California:
Connecticut:
Florida:
Hawaii:
Illinois:
Indiana:
Kentucky:
Maine:
Maryland:
Michigan:
Minnesota:
Nebraska:
New York:
North Carolina:
North Dakota:
Rhode Island:
South Carolina:
South Dakota:
Texas:
Utah:
Virginia:
Washington:
Wisconsin:

In all other states, this Franchise Disclosure Document's effective date is the original issuance date of November 6, 2017.

iFixandRepair
Franchise Disclosure Document
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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

To simplify the language in this disclosure document, the franchisor, GORILLA BRANDS LLC, is referred to as “IFAR”, "franchisor", "we", "us", or "our"). "You", "your", "franchisee", and "purchaser" means the person to whom we grant a franchise. We formed the limited liability company, GORILLA BRANDS LLC, in North Carolina on March 6, 2008. Our principal business address is 304 Capellan Street, Wake Forest**,** NC 27587. We operate under our corporate name, and the trade name "iFixandRepair" (after this referred to as "IFAR"), and the trademark(s) described in Item 11 (the "Marks"). We have no predecessor company. We do not have a parent company, and we are not a subsidiary or affiliate of any other company except as disclosed below. If we have an agent in your state for service of process, we disclose that agent in **Exhibit C** of this disclosure. We began offering franchises in 2012.

Affiliate

iFixandRepair, LLC, a Florida Limited Liability Company, is an affiliate of ours. Our affiliate opened the first IFAR store in 2011. We and our affiliate reserve the right to distribute products, including products with trademarks, service marks, trade names, symbols and licenses in the Franchise Agreement, through other methods of distribution, and to undertake other business activities, including cell phone and related businesses, without obligation to our franchisees. The franchise is only for the business and format described in the Franchise Agreement.

Franchised Business

IFAR licenses the operation of iFixandRepair retail stores, which are a specialized and distinctive retail concept offering repair services for personal mobile devices including cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. The stores also carry a wide selection of telephone accessories, wireless device accessories and related items for sale. The franchise described in this disclosure document is a license to develop and operate a single IFAR business at a designated location (the "Authorized Location"). The Franchise Agreement authorizes you to use the IFAR trade name and service mark in connection with operation of an IFAR store and permits you to use the distinctive identity, trade names, methods and system (the "system"), developed by IFAR for opening a store or kiosk. IFAR stores offer consistent, high quality, affordable, limited services in a distinctive retail environment. You must pay certain fees and make certain investments, described in Item 5 through 7 of this disclosure document. Other material aspects of the franchise are described in the disclosure document and in the Franchise Agreement included as Exhibit B-1 which will govern the relationship between you and IFAR. See Item 22. Certain parts of the Franchise Agreement are highlighted in Item 17.

IFAR may choose, in its sole and absolute discretion, to offer an area development franchise opportunity to qualified individuals in the future. Such individuals would commit to open a minimum number of IFAR stores in a specified area within a given period of time.

Competitors

The market in which you will operate is highly competitive. You should expect to compete with other national, regional and local businesses offering competitive goods and services, including members of established national or regional chains and franchise systems, as well as other IFAR stores, including those which Gorilla Brands LLC, its subsidiaries or affiliates may own and operate. IFAR stores ordinarily are located in regional malls, shopping centers, but may also be established in central business districts. The demand for the products and services offered by IFAR stores may be affected by continuing developments in device or communications technology, including improvement in original device or equipment manufacturers' parts quality and design.

Your Compliance with Laws

You must comply with all federal, state and local laws and regulations regarding the offering of services and/or products such as you will be offering. We are not aware of any industry specific federal laws that are applicable, other than patent, trademark, copyright, laws, or their equivalent, applicable to hardware and software products you will be selling to consumers. You are required to be familiar with, and to comply with, all such laws. However, because state and local laws vary nationwide, it is your obligation to investigate those laws and regulations in your state(s) of operation to insure your compliance with them.

It is solely your responsibility to comply with federal and state labor laws. You must pay your employees in compliance with federal and state wage and hour laws. We recommend you seek the advice of a competent employment law specialist in this regard. Consider retaining the services of a qualified labor relations/human resources consultant of your choice. Consider retaining third-party providers of your own choosing for payroll and accounting services.

We shall not be deemed a joint employer of your employees, and we shall not have the right to directly control (hire, fire, direct, schedule, supervise or discipline) your employees.

ITEM 2: BUSINESS EXPERIENCE

The following are the principal individuals who will be running the franchise system, each of whom is presently a member of Gorilla Brands, LLC.

Chris Kelley - LLC Member, Manager and CMO, Retail Operations Manager

Chris Kelley joined the Gorilla Brands, LLC in 2009 and became actively involved in growing the network of Gorilla Games and IFAR store locations. Mr. Kelley works closely with commercial real estate companies and real estate professionals to identify new retail market opportunities, acquire retail space and select sites for store/kiosk operations. Once locations are established, Mr. Kelley oversees store opening preparations and coordinates all training activities for the staff. He manages the retail marketing strategy for both in-store customer experience and raising consumer brand awareness. Mr. Kelley will continue to serve in his role as CMO for the IFAR brand.

Robyn Kelley – Accounting Manager

Robyn Kelley has served as our Accounting Manager in Fort Lauderdale, FL since 2011. She has served as Accounting Manager for our affiliate, iFixandRepair, LLC in Fort Lauderdale, FL, since 2011. She has served as Accounting Manager for Executive Details Plus in Melbourne, Florida since 2002.

John A. McMullen – Chief Development Officer

John A. (Andy) McMullen has served as our Chief Development Officer in Fort Lauderdale, Florida since April 2015. He served as partner and Chief Development Officer for RAD Ventures in Venice, California from October 2009 through April 2015. From May 1998 through April 2015, Mr. McMullen served as Vice President for SEO Advisors in El Segundo, California.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee and Initial Training Fee for a Single Unit

The initial Franchise Fee is $25,000. In addition, the Initial Training Fee is $5,000. The Initial Franchise Fee is reduced to $10,000 for your second or any additional store you purchase. You will pay the entire initial Franchise Fee and Initial Training Fee upon signing the Franchise Agreement. You will typically place the IFAR in a Box order after you have executed a lease for the store or kiosk and the premises have been made available to you for occupation. IFAR will not accept an IFAR in a Box order unless the Initial Franchise Fee and Initial Training Fee have been paid. All initial Franchise Fees and Initial Training Fees are paid to IFAR. IFAR allocates portions of these fees to its working capital, to costs associated with performing its obligations to franchise operators and corporate profits.

The initial Franchise Fee and Initial Training Fee are fully earned when charged and is non-refundable under any circumstances. There are several circumstances that may occur which could cause your Franchise Agreement to be cancelled after you have paid the initial Franchise Fee and Initial Training Fee. For example, IFAR will have the right, but not the obligation, to cancel the Franchise Agreement if: (a) you do not open your store within six (6) months of the date IFAR accepts the Franchise Agreement; (b) you do not complete the training program to IFAR's satisfaction; or (c) IFAR determines that you are using the Franchise Agreement for speculative purposes.

Furniture, Fixtures, Equipment and Signage "IFAR in a Box"

Furniture, fixtures, equipment and store signage, including the installation and freight charges, needed to operate an IFAR store/kiosk may be purchased from Gorilla Brands LLC. We estimate the cost of these operating assets to be $10,000 to $22,500 for a standard retail unit/store. You will place your IFAR in a Box order once you have signed a lease for the location or purchased the real estate.

Incentive Programs

We may offer qualified prospective franchisees incentives to purchase or develop new iFixandRepair stores, to convert their operating, independent related business to an iFixandRepair store or to purchase a company-owned and operated iFixandRepair store. We may also offer existing franchisees incentives for referring qualified prospective franchise candidates as described above. The incentives offered may include, but are not limited to, reduced or deferred payment of the initial franchise fee and/or Initial Training Fee and/or contributions toward the purchase of marketing, store fixtures/displays, product inventory or store signage. Incentives are not offered to all qualified prospective franchisees, existing franchisees and not for all available iFixandRepair stores. We will select the prospective franchisees, existing franchisees and stores to offer these incentive programs that will be based on then-current market conditions. We reserve the right to extend, change or discontinue the Incentive Program at any time.

Veteran Incentive Program

We offer financial incentives to qualified US veterans and individuals currently serving or who have served in the US armed forces under our Veteran Incentive Program. Under the Veteran Incentive Program, we offer a discount on the initial franchise fee as described below.

If you are a US veteran and qualify for the Veteran Incentive Program, you will receive a $5,000 discount on the initial franchise fee for your iFixandRepair store. If the franchisee is a legal entity and not an individual, to meet these eligibility requirements an individual must own at least 50% of the entity.

The Veteran Incentive Program is available to all qualified individuals who either have received an honorable discharge from one of the US Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps) or are currently serving in one of the US Armed Forces and are eligible to receive an honorable discharge. We reserve the right to extend, change or discontinue the Veteran Incentive Program at any time.

ITEM 6: OTHER FEES

Type of Fee (notes referenced)	**Amount**	**Due Date**	**Remarks**
Continuing Royalty fee (Note 1)	6% of gross Sales	Bi-Weekly	Gross sales include all revenue from the sale of all products, goods and services sold from or in connection with the franchise location, less sales tax via ACH.
Local Advertising Expenditures (Note 2)	1% to 3% of gross revenue of each store recommended	Bi-Weekly	You must engage in certain local advertising and sales promotion activities at an additional cost. In order to operate a competitive business, we recommend you spend a minimum of 1%-3% of Gross sales on local advertising and sales promotion
Renewal Fee	25% of the then current Franchise Fee	At expiration of 10- year term and each of the ten year option terms	Your ability to renew your franchise is subject to the terms and conditions of your Franchise Agreement. The fee is non- refundable unless your Franchise Agreement is not renewed.
Software license fee	$1,000 set up fee to launch software prior to opening. $150.00 per month via ACH	Monthly, by the first day of each month	This fee is payable to IFAR and is subject to change. The fee is a continuing fee and includes the software license fee, upgrades, documentation and toll free software support help line during regular business hours. If you contact the software support help line during non-business hours you will be charges a fee of $25.00 per telephone call payable to supplier.
Telephone/ Communication System set-up, maintenance and support	Varies based on system and hardware requirements – currently $150 per month via ACH	Setup fee is included in payment terms for IFAR in a Box and continuing fee monthly via ACH.	System set up to receive and communicate with customers via dedicated telephone # - managed by IFAR

Type of Fee (notes referenced)	**Amount**	**Due Date**	**Remarks**
Attorney's fees and legal expenses/costs	As established if a dispute occurs	As may be ordered by an arbitrator or court	Incurred if legal action becomes necessary to enforce your compliance with the franchise agreement, or if you violate the franchise agreement or other obligations you have as a franchisee
Transfer Fee	$5,000 per store assigned	Upon request for consent to transfer the Franchise Agreement to a candidate approved by IFAR	Your ability to transfer your Franchise Agreement is subject to the terms and conditions of your Franchise Agreement.
Audit (Note 3)	Cost of the audit conducted plus 1% interest per month on any understatement by you of any amounts due.	As incurred	IFAR pays all audit costs unless the audit shows an understatement of greater than 2% of Gross Revenues for any month. In such a case, you will pay for the costs of the audit.
Interest	1% per month or the maximum interest rate allowed by applicable law, whichever is less	As incurred	Interest on payments that are not paid within 30 days of due date
Lease liability fee	$0-$5,000 per store	Upon assignment of lease or sublease to you	This fee is due if IFAR guarantees your lease or assigns a lease to you and the landlord has not released IFAR from ongoing liability or if IFAR subleases to you.

Type of Fee (notes referenced)	Amount	Due Date	Remarks
Late Charges (Note 4)	Accrued interest of 18% per annum or the highest interest allowed by law in the state where the store is located	Upon demand	IFAR is entitled to recover its costs, including reasonable attorneys' fees, costs; overdraft charges, insufficient funds charges and other expenses in collecting amounts due. Interest begins to run from the date of non-payment or underpayment
	10% of the amount owed	As incurred	Due if you provide payment without having sufficient funds
Resale program service fee	The resale program service fee is the greater of $6,000 or 6% of the selling price of your IFAR business not to exceed $20,000	Upon IFAR approval of the transfer of the Franchise Agreement	This fee is payable if IFAR finds a buyer for your IFAR business.
Store Upgrades and opening maintenance cost	$20,000-$30,000	You will be required to remodel your IFAR store every seven to ten years depending on the then-current standards and the overall condition of the store.	

Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. Except as noted above, all fees are non-refundable.

Note 1: "Gross revenue" means the total of all receipts collected by you/the franchise derived from services performed or products sold. Gross revenue excludes sales tax receipts required by law to be collected and that you are required to pay or remit to the government, discount coupons to the extent you realize no revenue, and employee receipt of services or products, if free, or any portion not paid for by an employee. See Single Store Franchise Agreement section 1.05.

Note 2: It is recommended that a franchisee spend an amount equal to 2% of gross revenues for advertising on a monthly basis within the protected territory or contiguous territory. See Single Store Franchise Agreement section 9.02.

Note 3: We do not have enough information to estimate audit costs. We assume and expect those costs will vary depending on various factors that we are unable to identify presently, including the prevailing accounting fee rates/costs in your area. You pay our actual costs only. You should be able to investigate the general range of such costs by contacting accountants/auditors in your area.

Note 4: IFAR may lease space in anticipation of assigning the lease or subletting the space to a franchisee. IFAR will pass on to the franchisee any out-of-pocket expenses that have been incurred. If IFAR is not released from liability under the lease after the assignment of lease or sublease of the space to the franchisee, IFAR will charge a non- refundable lease liability fee of $0 - $5,000 to the franchisee. If the lease liability fee is due to IFAR, your IFAR in the Box order will not be placed until the fee has been paid. IFAR reserves the right to change the amount or structure of this fee at any time without notice.

Note 5: Late fees begin from the date payment was due, but not received, or date of underpayment.

ITEM 7: ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment for a Single Store

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$25,000 for a single unit. See Note 1.	Lump Sum for the first Franchise agreement	Upon signing of your Franchise Agreement	IFAR
Initial Franchise Fee for subsequent Franchise Agreements	See Note 1	Two installments for subsequent Franchise Agreements	Upon signing of your Franchise Agreement	IFAR
Initial Training Fee	$5,000	Lump Sum	Upon signing of your Franchise Agreement	IFAR

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Transportation and living expenses while training (out-of-pocket for 1 person)	$1,500 to $2,500 See Note 2	As airlines, hotels, restaurants, etc. require	As airlines, hotels, restaurants, etc. require	Airlines, hotels, restaurants, etc. require
Rent and/or Lease Security Deposit,	$2,500 to $5,000 See Note 3	As third party or landlord requires	As third party or landlord requires. First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly	Third party or landlord
Lease Liability Fee	$1,000 to $3,000	Lump Sum	Due when the agreement is signed	IFAR
Leasehold Improvements, remodeling, Licensing, Permitting	$15,000 to $40,000 See Note 4	As supplier or landlord requires	As supplier or landlord requires	Supplier or landlord
IFAR in a Box Fixtures, Signage and Furnishings	$10,000-$22,500	Lump sum	After signing lease and prior to occupancy	IFAR or Approved Supplier
Opening inventory and supplies	$7,000 to $17,000	As supplier requires	As supplier requires	Suppliers
Insurance	$750 to 1,500 See Note 6	As Insurance company requires	As Insurance company requires	Insurance company
Software license fee	$1,450 [$1,000 initial fee and ongoing monthly fee of $150 (3 months X $150 = $450)] See Note 7	As incurred	$1,000 payable at the commencement of the term of the franchise, and $150/monthly thereafter.	IFAR
Advertising (initial 3 mos.)	$2,500 to $5,000	As incurred	Prior to opening and during the first 3 months	Suppliers
Additional Funds for the Initial 3 months (See Note 8)	$10,000 to $20,000	As incurred to vendors As incurred	As incurred prior to opening of business	Employees, suppliers, utilities, etc. Approved vendors as

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
				deemed necessary by you
Total Estimated Investment	**$81,700 to $147,950**			

Unless otherwise indicated, the amounts indicated in the table above are for the development of a single store franchise. This table does not include royalties. This total assumes that the real estate for the franchised unit will be leased by you. Amounts for the lease depend on factors such as rental rates and land and building costs in your area.

<u>Explanatory Notes</u>

Note 1: The initial Franchise Fee is described further in Item 5.

Note 2: The Initial Training Fee is described further in Item 5. The chart also estimates your transportation and living expenses. You must pay all of these expenses directly. See Item 11.

Note 3: Typically initial estimated amount paid to landlord/property owner to secure a lease. It is usually first and last month's rent.

Note 4: Again, these amounts vary considerably from region to region, making it difficult to accurately estimate such costs. Leasehold improvement costs, including floor covering, wall treatment, ceilings, painting, window coverings, electrical, carpentry, and similar work, and contractor's fees, depend on the site's condition, location, and size; the site's previous use; and any construction or other allowances the landlord grants as part of entering into a lease with you. We again recommend that you consult a local knowledgeable commercial real estate advisor to determine what your expected leasehold improvements, decorating, etc. obligations will be in your local marketplace before committing to the franchise. Additionally, we reserve the right to require you to use a recommended vendor for store construction/fit-out services, at our discretion.

Note 5: IFAR in a Box includes desks, chairs, cabinets, shelving, signage, computers, monitors, printers, calculators, fax machine, telephones.

Note 6: You must obtain and maintain certain types and amounts of insurance. (See Item 8). Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates initial insurance costs for 3 months of coverage.

Note 7: To the extent you, as the franchisee, purchase/acquire additional software rights or programs from us, or directly from the approved software vendor, you will incur initial and ongoing costs/fees in excess of this amount.

Note 8: Includes other deposits, utility costs, telephone, internet and communication costs, and Incorporation/LLC creation fees, accounting fees, etc. It is our experience that, in beginning any retail business venture it is very likely that there will be costs that cannot be accurately projected that will be incurred. This figure is an estimate only.

There is no designated use for the funds. However, based upon our experience in operating businesses, including retail businesses, we believe that it is important for your business to be fully capitalized in order to meet unexpected expenses that often arise.

In providing these figures we have relied on our business experience. As we have noted, these amounts can vary widely region to region, and market to market. Therefore, it is important that you review these figures carefully with a business advisor, and seek to obtain as much local information as reasonably possible, before making any decision to buy a franchise. If you obtain financing from others to pay for some of the expenditures necessary to establish and/or operate the franchise/business, the cost of financing will likely depend on your creditworthiness, collateral provided for any loan(s), lending policies and financial condition of the lender, the regulatory environment, and other factors. Because of the wide variation in these factors, we are not able to provide any estimates of those possible costs. However, if you are going to borrow funds, it is important that you incorporate those costs into your initial estimated investment.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Designated and Approved Products, Suppliers and Specifications

To insure consistent quality of products and services throughout the IFAR system, you must purchase only supplies, fixtures, equipment, inventory, advertising and sales promotion materials and signage that have been designated by IFAR.

IFAR has no affiliates who are currently approved suppliers, or the sole approved supplier, for any categories of goods and services. There are no other approved suppliers in which any officers of IFAR own interest.

IFAR sells the following items to you: (a) store items including reception desk, lobby merchandiser, video wall merchandiser, graphics, lobby chairs, carpeting and rugs;(b) sales area items including racks, mirrors, ceiling tiles, flooring materials (c) certain interior and exterior signage including illuminated window signage and outdoor signs, IFAR graphics package, acrylic poster holder, price board and window stickers. Currently, IFAR is the only supplier for these items but may designate alternate sources at its sole and absolute discretion.

You must operate your business according to our system standards. Those standards will regulate, among other things: the type of products and supplies you must use in operating your business; the requirement that you offer only those products and services that we have approved;

the requirement that you must offer all products and services that we designate. We may modify the standards and specifications for the type of products and supplies you are required to use based on various market and economic conditions. We have retained the right to add additional authorized services and/or products that you are or may be required to offer, or which you are or may be prohibited from offering. There are no limits on our right to do so, but we will not make changes without conducting reasonable due diligence in advance.

You may sell products, and offer services which are authorized by us only from the store location approved by us in accordance with your franchise agreement. In conducting your business you will be granted the right to use our names/marks in accordance with the provisions of the franchise agreement.

Revenue from Franchisee Purchases of Required Products and Services

IFAR reserves the right to derive revenue from a markup on any private label products sold by Gorilla Brands LLC to IFAR franchisees and IFAR reserves the right to generate revenue from product rebates from these suppliers. Various suppliers also make donations and contributions towards the IFAR annual meetings and other IFAR sponsored events in the form of goods, services and sponsorship or co-sponsorship.

Site and Store Development

You are bound by the terms of the Franchise Agreement to construct and operate your IFAR store in accordance with the requirements of the operations manual, the facilities and purchasing handbook, approved construction plans and signage drawings, and other communication issued, or as revised periodically, by IFAR.

We reserve the right, at our discretion, to require that you use a vendor selected and approved by us, for the construction/fit-out of any location premises to be used by you to implement the franchise.

You must upgrade and refurbish your store facility and fixtures, signage and equipment periodically as determined by IFAR. Any upgrades that are required to complete or to maintain the store in accordance with the IFAR then current standards will be at your expense. You will be required to remodel your store every 6-8 years depending on the then current standards and overall condition of the store. You will also be required to make periodic improvements such as painting, flooring, carpeting, fixture repair and ongoing maintenance depending on the wear and tear of the store. It is anticipated that your ongoing investment will be approximately $20,000-$30,000.

Computer Software

You must obtain a license to use a suite of computer software from IFAR. We reserve the right to add or remove approved suppliers at our sole discretion in the future by revising the Operations Manual, or in other written communications provided to you by us. If such designations are made, you will be required to comply with them. We do reserve the right to derive revenue from your purchases or leases of products.

Insurance

You are required to obtain and maintain, at your own expense, reasonable insurance coverage that we may require that you obtain, and to satisfy other insurance-related obligations. At the present time we require that you have: comprehensive general liability insurance, motor vehicle liability insurance for any vehicles used in the business, or owned by the business, with $500,000 minimum coverage; comprehensive public liability coverage with the minimum of $500,000 per occurrence. You will also be required to have worker's compensation insurance as required by law for any direct employees you may hire, as well as any other coverage required by law, or which may be required in any lease of premises you may enter into with a landlord. The premiums that you will have to pay will depend upon the insurance carriers' charges, terms of payment, and your history.

Advertising Materials

Before you use any advertising materials in conducting your business you must provide a copy to us for review. No advertising materials may be used by you, unless provided directly by us for your use, unless and until you have received written approval from us. However, if you have not received a written disapproval from us within a period of thirty (30) days after we receive in writing copies of the materials you seek approval for; they are deemed to be approved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved. We reserve the right to withdraw approval of any previously approved advertising, promotional or marketing materials.

ITEM 9: FRANCHISEE'S OBLIGATIONS

The table below lists your principal obligations under the franchise and other agreements. The information in the table below will help you find more detailed information about your obligations in the single store franchise agreements and in other items of this disclosure document.

	Obligation	**Section in Franchise Agreement**	**Item in Disclosure Document**
A	Site selection and acquisition/lease if any	Sections 8 & 10	ITEM 11
B	Pre-opening purchases/leases	Section 10	ITEM 11
C	Site development and other pre-opening requirements	Sections 10 & 12	ITEM 11
D	Initial and ongoing training	Sections 8 & 12	ITEM 11
E	Opening	Section 8	NONE
F	Fees	Section 5	ITEMS 5, 6, 7
G	Compliance with standards and policies/Manual	Sections 7 & 12	ITEM 11
H	Trademarks and proprietary information	Sections 6 & 7	ITEM 13 & 14
I	Restrictions on products/ services offered	Sections 8 & 12	ITEM 8 & 16

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
J	Warranty and customer service requirements	Section 7	ITEM 11
K	Territorial development and sales quotas	Section 4 and Exhibit B-2	ITEMS 11 & 12
L	On-going product/service purchases	Section 12	ITEM 8 & 16
M	Maintenance, appearance and remodeling requirements	Sections 10 & 12	NONE
N	Insurance	Section 12	ITEM 8
O	Advertising	Section 9	ITEM 11
P	Indemnification	Section 12	NONE
Q	Owner's participation/ management/staffing	Section 12	ITEM 15
R	Records and reports	Sections 7 & 11	NONE
S	Inspections and audits	Section 11	NONE
T	Transfer	Section 14	ITEM 17
U	Renewal	Section 3	ITEM 17
V	Post-termination obligations	Section 13	ITEM 17
W	Non-competition covenants	Sections 7, 13 &15	ITEM 17
X	Dispute resolution	Section 16	ITEM 17

ITEM 10: FINANCING

We do not offer direct or indirect financing to you, guarantee any of your notes, loans or obligations. We do not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. We do not receive direct or indirect payments for placing financing or assisting in the placement of financing.

We reserve the right to offer qualified prospective franchisees select financing to purchase or develop new iFixandRepair stores, to convert their operating, independent related business to an iFixandRepair store or to purchase a company-owned and operated iFixandRepair store. We will select the prospective franchisees, existing franchisees and stores to offer these select financing offers that will be based on then-current market conditions.

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

Except as listed below, IFAR is not required to provide you with any assistance.

Before you begin your Business, we will provide the following assistance and resources:

Site Selection and Store Development

1. Authorize you to establish and operate a retail IFAR store or kiosk location (IFAR Store) identified by the IFAR service mark employing the business format and system (Franchise Agreement Section 2).

2. Consult with you in connection with finding a suitable site. Generally, you will lease the space for your IFAR Store from a third party. IFAR has occasionally assigned leases or subleased space for IFAR Stores that we have executed as lessee. However, you are solely responsible for locating, obtaining and evaluating the suitability and prospects of your IFAR Store location. From time to time, IFAR may use exclusive commercial real estate agents in connection with specific real estate location searches. While it's rare that a franchisee would be required to pay the real estate commission on the site for the IFAR Store, this has occurred in certain circumstances. In this situation you will be required to pay any real state commission whether or not the exclusive agent is utilized.

3. Provide our consent to the site for your IFAR Store. IFAR's consent to a site, location plans or any other matter constitutes permission only and is not an endorsement or guaranty. You are solely responsible for locating, obtaining and evaluating the suitability and prospects of your store location, layout and operations, and for the review and negotiation of your lease. Your store success at the site will be due to factors beyond the control of IFAR. IFAR considers numerous factors in approving sites: demographics (current and trends), site plan design and positioning in the mall, shopping center, strength of the anchor tenants, proposed lease terms, access into and out of the shopping center, parking, visibility of the site, traffic patterns, shopping patterns, competition in the area, other current or future available site to choose from in the trade area, and the strategic importance of the site to the overall market.

4. Provide advice about selecting and analyzing a site for the Business. Your IFAR Store will be approximately 800 to 2,000 square feet in size. Site selection for your store or cart / kiosk is your responsibility, but we will assist you in the location selection process by considering population density, traffic patterns, proximity of the proposed site to other IFAR franchised or company operated business, or any other reasonable criteria. We must approve or disapprove your site in writing after we receive written notice of the desired location from you. Our assistance in site selection in no way constitutes a representation or warranty with respect to the property. See Section 10.02 of the Franchise Agreement.

5. Provide advice about the negotiation of the lease(s) or purchase of a location for your Business, which will be leased or purchased by you from independent third parties. Our assistance in this regard in no way constitutes a representation or warranty with respect to the lease or purchase. See Sections 10.02 and 10.03 of the Single Store Franchise Agreement.

6. Approve, if it meets our standards and specifications for approval, plans submitted by you for the design of your store or kiosk location. Construction or remodeling, if needed, should begin as soon as possible after receiving our approval and signing the Franchise Agreement and or Site Selection Addendum, or but, in any case, will not begin later than three (3) months after the effective date of the Franchise Agreement and or Site Selection Addendum. Upon request, we will assist in the development and planning of any construction or remodeling with respect to sign specification and colors and store or kiosk layout and design. You must pay for construction or remodeling and all other costs associated with compliance and permits. Our approval means that the site and plans meet minimum specifications and is not a warranty for their appropriateness. See Section 10 of the Franchise Agreement. We reserve the right, at our discretion, to require that you

use a vendor selected and approved by us, for the construction/fit-out of any location premises to be used by you to implement the franchise.

Designate Protected Territory

We will designate your Protected Territory in writing and approve, if it meets our standards and specifications for approval, the location(s) selected by you to be used for the operation of the Business. See Sections 4 and 10, and Exhibit B-2, of the Single Store Franchise Agreement.

Operations Manual

Loan you a copy of our confidential Operations Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules. The Manual is strictly confidential, comprises a trade secret of ours, and remains our property. We may modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. See Section 7.04 of the Single Store Franchise Agreement. We have included a copy of the Table of Contents of our Manual as **Exhibit D** to this Franchise Disclosure Document.

Training

Within 60 days of the effective date of the Franchise Agreement, or any other time as may be mutually agreed upon, we will train you and your designated Manager (as defined in ITEM 15). Our intention is to be reasonably flexible in scheduling training to accommodate our personnel, as well and you and your designated manager. There are currently no fixed (i.e. monthly or bi-monthly) training schedules. As of the date of this Disclosure Document, the following training program and subjects will be provided to you and your employees at our headquarters, or at such other location as we may designate:

You and your designated Manager, if any (who must be approved by us), must attend the initial training program, which is approximately five days in duration. We charge a one-time Initial Training Fee of $5,000 for this training. (See Item 5). Also, you will be required to pay the travel and living expenses for you and your designated Manager (and any additional employee(s)) to attend training. All initial training, except any on-site training, will be held at our corporate training center in West Palm Beach, FL, or at another designated location. All training instructors are disclosed in the table below.

Training will be provided under the direction of our training director, iFixandRepair, and other persons, as needed and believed to be appropriate by us. Other employees of the Company, outside vendors, and other existing franchise owners, may also participate in providing training to new franchise operators and their employees.

We also may offer additional or refresher-training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at our training center, or at any other location(s) selected by us. We reserve the right to impose reasonable charges for training classes and materials in connection with such optional or mandatory training courses. We will notify you of any additional charges before you or your employees enroll in a course.

All classes are scheduled by advance written notice to you. Our class cancellation policies will be included in the written notice of class schedules.

Training Program Overview

Subject	Hours of Classroom Training	Instructional Material	Hours of On-the-Job Training	Instructor	Location
Overview of the IFAR system and concept	2 Hours	Live instruction – Operations Manual	3 Hours	IFAR Franchising, LLC Principal or designated employee/agent	Our corporate training center in West Palm Beach, FL or another designated location.
IFAR proprietary software program	6 Hours	Live instruction - Manual	3 Hours	IFAR Franchising, LLC Principal	
Internal Accounting Procedures	4 Hours	Live instruction - Manual, Software Manual, Accounting Forms, Credit Card Processing Forms	3 Hours	IFAR Franchising, LLC Principal	
Personnel selection, training and supervision	2 Hours	Live instruction - Manual	3 Hours	IFAR Franchising, LLC Principal	
Marketing and Sales	8 Hours	Live instruction - Manual, Check Lists, and Forms	8 Hours	IFAR Franchising, LLC Principal	
General Management Principles and Concepts	4 Hours	Live instruction – Manual, Forms	6 Hours	IFAR Franchising, LLC Principal	
General Operating Procedures	4 Hours	Live instruction – Manual, Forms	6 Hours	IFAR Franchising, LLC Principal	
Quality Control	5 Hours	Live instruction – Operations	10 Hours	IFAR Franchising, LLC Principal and	

Subject	Hours of Classroom Training	Instructional Material	Hours of On-the-Job Training	Instructor	Location
		Manual, Support Forms		franchisor’s store staff	
TOTALS	**Approximately 35 Hours**		**Approximately 40 Hours**		

We may amend the training program. All times in the above table are approximate.

All classes are scheduled by advance written notice to you. Our class cancellation policies will be included in the written notice of class schedules.

1. We may also provide, at an additional fee, up to three days of on-site initial training at your Business, and assistance with respect to opening activities within the first four weeks of the operation of your Business at an additional cost to you. The additional fee will cover all costs reasonably incurred by us in providing such training.

2. You should be able to open your Business within six (6) months after the effective date of the Franchise Agreement. You are required to obtain approval of your store Premises within sixty (60) days of the effective date of the franchise agreement. You are required to begin construction on your store premises not later than one hundred twenty (120) days after the effective date of the franchise agreement, and you must be prepared to commence full operation of the Business at the Premises within six months after the effective date of the Agreement. The Franchisor may, at its sole discretion, extend such dates. Some of the factors that affect the time to opening are the ability to obtain a building or lease, financing or building permits, zoning and local ordinances, fit-out considerations, weather conditions, shortages, and installation of equipment, fixtures and signs. If you do not make reasonable efforts, to open your location by the end of a period of six months we may terminate the Franchise Agreement and retain all monies received. The determination as to whether you have made such reasonable efforts is at our sole discretion.

Continuing Obligations

During the operation of the franchised business, Gorilla Brands LLC will:

1. Research new products, services and methods of doing business and provide you with information concerning developments of this research. See Sections 8.08 & 8.09 of the Single Store Franchise Agreement). We will offer new products and services to you on reasonable terms in our discretion.

2. Offer you a reasonable amount of continuing advisory services by telephone during normal business hours. We may also provide to you visits by our field representative, but any additional on-site consultation, training, or advisory services you request may incur a fee. See Sections 8.05 and 8.06 of the Single Store Franchise Agreement.

3. We will include information about your Business on our Web site. See Sections 8.11 and 9.02 of the Single Store Franchise Agreement.

4. We may provide to you a support line, and we may provide to you an information database. While we currently do not charge a fee for such services, we reserve the right to charge an additional fee for this service. See Section 8.06 of the Single Store Franchise Agreement.

5. We may implement a centralized purchasing system for you and negotiate prices and terms with suppliers. We may receive rebates or other financial considerations from the suppliers for these purchases. We reserve the right to use these funds in our sole discretion. See Section 8.10 of the Single Store Franchise Agreement.

6. We may hold periodic regional or national conferences to discuss on-going changes in the industry, operational techniques, product and service developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. When we hold mandatory conferences, you will not be required to pay a conference fee, but you must pay all of the travel and living expenses for you and any other employees who attend. These conferences will be held at our corporate headquarters or at another location chosen by us. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference. We will not receive any net income from these conferences. See Section 8.05 of the Franchise Agreement.

7. Provide marketing and sales strategies, plans, campaigns and advertising, promotional materials, and services to you. Materials provided may include video and audio files, copy-ready print advertising materials, image files, posters, banners and miscellaneous items. You will receive one sample of each at no charge. If you want additional copies you must pay duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising. You may develop advertising materials for your own use, at your own cost. However, we must approve the advertising materials in advance and in writing within thirty (30) days from receipt. We reserve the right to utilize advertising developed by you for the use of all Franchisees without any payment or other compensation to you. See Sections 9.02 and 9.03 of the Single Store Franchise Agreement.

8. Permit you to use our names and/or marks, as prescribed in the Single Store Franchise Agreement, and Operations Manual, in conjunction with conducting your business.

Advertising Programs

At the present time, you may advertise on a local basis as an individual business or by local advertising agencies hired by you. You may also advertise in conjunction with other franchisees located in your market area. See Single Store Franchise Agreement Section 9.02.

National and/or Regional Advertising

If we elect, in our discretion, to impose and collect a national and/or regional advertising royalty fee, you must pay to us a contribution to that fund ("**National Marketing Fund**") an amount equal to 1% of your Gross Revenues at the same time and manner as the Royalty Fee. We will hold the National Marketing Fund in a separate bank account, and those funds will be administered by our internal marketing and accounting personnel. We will use the National Marketing Fund for local, regional, national, or international advertising or marketing, development, and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. We will not derive income from the fund, but we may reimburse our administrative expenses incurred in administering the National Marketing Fund. We may also use the funds to offset or partially rebate the franchisee local media and printing expenses. Advertising expenditures may or may not be proportionate to your contributions or provide direct benefit to you or to any other Franchisee. We will spend the National Marketing Fund in our discretion, and we have no fiduciary duty to you regarding the National Marketing Fund. We may accumulate these funds, and the balance may be carried over to subsequent years. If the National Marketing Fund operates at a deficit or requires additional funds at any time, we reserve the right to loan such funds to the National Marketing Fund on any terms we determine. An unaudited annual financial statement of the National Fund will be prepared within 120 days of the close of our fiscal year and will be available to any Franchisee upon request.

Any advertising funds not spent in the fiscal year in which they accrue will be carried over to the next year.

Grand Opening

We recommend that you invest a minimum of $5,000 in a grand opening. We will ask you to submit your grand opening strategy for our review and approval.

Schedule for Opening

It is estimated that the length of time between the signing of the Franchise Agreement and the opening of your Business will be approximately six to twelve months. Factors affecting this length of time include financing arrangements, property lease terms, construction or conversion requirements, and scheduling and completion of the training program.

Computer Systems, Software, and Internet Access

1. You are required to purchase computer hardware and software for your store(s). As of the date of this Disclosure Document you are required to purchase a computer system, and our proprietary software, to facilitate day- to-day Business operations. The basic requirements of this system, and software, include broadband internet connection, e-mail access, file and record keeping capabilities, as well as word processing. You will be required to have a system that meets the standards as set forth in our Manual. You must maintain your computer so as to provide IFAR with independent access to all sales, financial, marketing, customer, productivity, management and other business information and other operational data. All such information for

your store is propriety property owned by IFAR, There are no contractual limitations on IFAR 'rights to access information for your store.

2. IFAR currently requires all franchisees to transmit to IFAR various reports that give IFAR access to all sales, financial, marketing, customer, productivity, management and other business and operational data pertaining to the store. (Section 7.06 and 11 in the Franchise Agreement)

3. You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, and use of backup systems. Additionally, no person who is not an authorized employee or representative of ours may access our proprietary software, or be allowed access to any confidential manuals, or their equivalent, relating to that software.

ITEM 12: TERRITORY

You will receive a protected territory, which will be described in your Franchise Agreement. Within the designated protected territory, so long as you are in compliance with your obligations as a franchisee, we may not establish other franchises or company-owned businesses within the protected territory that compete with your store.

You will conduct the IFAR business at an authorized location by establishing and operating the store as provided in the franchise agreement. You will be granted an exclusive protected territory consisting of a designated area defined by the demographics of the approved location (the “Protected Area”). The Protected Area for your store will be determined once a location is identified. The territory will be described in an exhibit to the Franchise Agreement.

If the store is located in a standard retail area as a stand-alone unit or in a strip mall, the Protected Area will be an area designated around the approved location with a population of approximately 50,000 people, however, this designated area may vary based on unique demographic or geographic factors of the approved location. We obtain population information primarily from the US Census bureau although we may use other sources.

If the store is located in an enclosed mall, the authorized location will receive a Protected Area consisting of the enclosed mall area only. You may be able to open an additional location within the mall if you obtain our prior consent.

If the location is a non-traditional site, the Protected Area will be determined at the time of designation and described in an exhibit to the Franchise Agreement.

IFAR agrees it will not operate IFAR company-owned stores or grant IFAR franchisees within the Protected Area but you may establish additional stores within the Protected Area if you obtain our prior consent.

There is no minimum sales quota, sales volume, market penetration or other contingencies. You maintain rights to your Protected Area even if the population increases. The franchise agreement does not prohibit you from soliciting business for the store from any location however you may not use alternative distribution channels such as the internet, catalogue sales, telemarketing, or other direct marketing methods.

Gorilla Brands LLC, its subsidiaries or its affiliates have the right to establish company owned or franchised IFAR stores at any location they choose outside the Protected Area of the store. Gorilla Brands LLC, its subsidiaries or its affiliates may operate under a different trademark or franchise or name that sells goods and services similar to those offered by IFAR franchisees and may engage in any other operation, cell phone or device repair related or otherwise, at any location, including the protected area and to any customer. These activities may compete with you.

Gorilla Brands LLC, its subsidiaries and its affiliates may market products, including products with the IFAR trademarks, service marks, trade names through alternative channels of distribution to any location or over the internet or to any customer without obligation to its franchisees. These activities may compete with you.

IFAR must consent to any closure and relocation of a store. IFARs' consent, if granted, is based on whether you are in compliance with the franchise agreement, you have paid all money owed to us, the proposed location meets our site selection criteria, and you comply with the lease requirements in the Franchise Agreement, and with the terms and conditions of the relocation policy.

Any applications to open additional IFAR stores are subject to IFARs' sole and absolute right to choose with whom it will do business. IFAR has no obligation to enter into additional or new Franchise Agreements with existing franchisees with whom it has entered into previous Franchise Agreements for a single location or multiple locations within the Protected Area or contiguous territories.

ITEM 13: TRADEMARKS

As our franchisee, you will be granted the non-exclusive right, privilege and obligation to use our trade names, trademarks, service marks, trade dresses and logos that we may make available to you from time to time in connection with the operation, conduct and promotion of your franchised location. You may only use our current or future proprietary Marks. We have registered the following marks on the Principal Register of the United State Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date	International Class of Goods
IFAR (standard characters)	4243249	November 13, 2012	037
IFAR (word plus design)	4243248	November 13, 2012	037
IFIXANDREPAIR (standard characters)	4954364	May 10, 2016	037

In addition, we have applied to register the following mark on the Principal Register of the USPTO:

Mark	Application Serial Number	Application Date	International Class of Goods
ifixandrepair (words plus design)	86661008	June 12, 2015	037

While we have submitted applications, we do not have federal registrations for the "ifixandrepair" marks. Therefore, these marks do not have many legal benefits and rights as a federally-registered mark. If your right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We own the Marks. We have filed, and we intend to continue to file, all affidavits and renewals for the Marks when required. In addition, we have established certain common law rights to the Marks acquired by virtue of our continuous and extensive use of and advertising utilizing the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration, and obtaining fictitious or assumed name registrations if required by law for your business. You may not use any Mark in your corporate or legal business name, with modifying words, terms, designs, or symbols (except for those we may license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

There is no currently effective material determination of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Mark(s) identified above. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark identified above, or of any person's claim of any rights in any Mark competing, or in some way infringing upon, our identified Mark(s). You may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim to our Mark(s). We may take action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim to our Mark(s). In case of such a dispute or proceeding, you are required to assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding. We will reimburse you for your costs of taking any action that we ask you to take.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice from us requiring that you do so. We are not required to reimburse you for your direct expenses of altering the Mark(s) you are required to use, nor for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

At the present time no patents are material to the franchise. We claim copyrights to our proprietary software, and to the content of our operations manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating the Business. We have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them. You may use these items only as we specify while operating your business (and must stop using them if we so direct you, or if required by the Franchise Agreement or Operations Manual).

There currently are no effective adverse determinations of the PTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if we determine that it is in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our software, and our Operations Manual, and other materials related to the conduct of the franchised Business, contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes software, training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the franchised Business.

All ideas, concepts, techniques, or materials concerning the Business, whether or not protectable intellectual property, and whether created by or for you or your affiliates or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, and part of the franchise system.

You may not use our confidential information in an unauthorized matter. You must take reasonable steps to prevent improper disclosure to others, and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use, and we will be a third party beneficiary of that agreement with independent enforcement rights.

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

You are required to personally participate in the Business for the initial six (6) months of operation after the opening of the store in a single store franchise. Thereafter, at our sole discretion, we may allow a person designated as the approved manager to personally participate in and operate the Business on a day-to-day basis. The designated Manager must have completed, to our satisfaction, the full initial training program and be subject to all provisions of the franchise agreement relating to confidentiality and non-competition.

You and your spouse are obligated under the Franchise Agreement not to engage in or be affiliated with or participate with or consult with or share the earnings or profits of, or lease property to any other business or activity that competes with the IFAR business at any location, including any competing retail cell phone repair and accessory related business during the term of the franchise, for two years after the expiration or termination of the franchise agreement, in any business engaged in the sale of services or products the same as, similar to, or competitive with, the System at any location within ten (10) miles of any IFAR store's Protected Territory or over the internet, or for two years after you assigned your interest in the Franchise Agreement anywhere within ten (10) miles of any IFAR store's Protected Territory, subject to state law requirements. See Item 17 about restrictions on assignment of franchise and business, IFAR's right of first refusal and for information concerning covenants not to compete.

You are also obligated to respect and protect the confidentiality and restricted use of confidential proprietary and trade secret information owned by IFAR and responsible for ensuring that your employees maintain the same level of confidentiality.

If you have formed a business entity to operate the IFAR business, you and each shareholder with an interest of 25% or more must personally guarantee complete and timely performance of all franchisee's obligations under the franchise agreement, including the payment of all fees and expenses related to the IFAR business and must sign the form of guarantee designated by IFAR.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer only those products and services that we have approved of. You must offer all such products and/or services that we designate. We maintain the right to change the products and/or services you may offer for sale at our sole discretion, upon written notice being provided to you. There are no limits on our right to do so. See Item 8.

Other than requiring that you may make sales to consumers only from your approved Business location, we do not impose any restrictions or conditions that limit your access to customers geographically, or in any other manner.

IFAR may at its sole and absolute discretion, add additional authorized services or inventory items or require you to change or discontinue certain inventory items and services that you offer in your store. There are no limits on IFAR's rights to do so, and in such case you are obligated at your expense, to make those changes in the time frame designated by IFAR. See ITEM 8. No other business or activity may be conducted or products or services offered at the authorized location.

Your business may only be identified by the name IFAR or another of the licenses marks designated in writing by IFAR.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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 Agreement**	**Summary**
A	Term of Franchise	Section 3	10 years
B	Renewal or extension of term	Section 3	If you are in good standing you can add additional terms of 10 years
C	Requirements for you to renew or extend	Section 3	Sign new agreement, be current in payments, sign general release, and pay the Renewal Fee
D	Termination by Franchisee		The Franchise Agreement may be terminated by you only for good cause or upon any grounds available by law.
F	Termination by us without cause	None	None
E	Termination by us for cause	Section 13	We can terminate if you commit any one of several violations.
G	"Cause" defined - defaults which can be cured	Section 13	You have 30 days to cure, including failure to comply with the System, non-payment of fees and other obligations, failure to comply with federal, state or local laws or regulations.
H	"Cause" defined - defaults which cannot be cured	Section 13	Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, repeated defaults even if cured, abandonment, trademark misuses and unapproved transfers.

	Provision	Section in Franchise Agreement	Summary
I	Your obligations on termination/nonrene wal	Sections 13 & 15	Obligations include complete de-identification, non- competition and payment of amounts due.
J	Assignment of contract by us	Section 14	No restriction on our right to assign.
K	“Transfer” by you - definition	Sections 1 & 14	Includes transfer of contract or assets or ownership change.
L	Our required approval of transfer by Franchisee	Section 14	We have the right to approve all transfers but will not unreasonably withhold approval.
M	Conditions of approval of transfer	Section 14	New Franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you, and current agreement signed by new Franchisee.
N	Our right of first refusal to acquire your Business.	Section 14	We can match any offer for your Business.
O	Our option to purchase your Business	Section 14	We may purchase your inventory and equipment at fair market value if franchise is terminated for any reason.
P	Your death or disability	Section 14	Franchise must be assigned by estate to approved buyer within 120 days; Power Start: Transfer of ownership interests upon death subject to our consent.
Q	Non-competition covenants during the term of franchise	Section 15	No involvement in competing business anywhere in U.S.
R	Non-competition covenants after the franchise is terminated or expires	Section 15	No competing business for 2 years within 50 miles from the boundary of your Protected Territory or within 25 miles of any another IFAR franchise or company-owned Business (including after assignment)

	Provision	Section in Franchise Agreement	Summary
S	Modification of agreement	Sections 7, 8 & 18	No modifications generally but Manual subject to change at our discretion.
T	Integration/merger clause	Section 18	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable.
U	Dispute resolution by arbitration or mediation	Section 16	Except for certain claims, all disputes must be first submitted to non-binding mediation, and, if not resolved by that process to binding arbitration.
V	Choice of forum	Section 16	Mediation proceedings, arbitration, and actions for enforcement of any arbitration ruling/award, injunctive relief, claims based on the Marks, or on covenants not to compete must be in the State of North Carolina.
W	Choice of law	Section 16	Federal arbitration law and North Carolina law will govern.

See the state law addenda attached to this disclosure document for state-specific requirements.

ITEM 18: PUBLIC FIGURES

We do not presently use any public figure to promote our franchise. However, we reserve the right to do so in the future at our discretion.

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 John A. McMullen, our Chief Development Officer, at 855.456.4349 and amcmullen@ifixandrepair.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: FRANCHISES AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY
For Fiscal Years Ending December 31, 2014, 2015 and 2016

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	8	14	+6
	2015	14	22	+8
	2016	22	26	+4
Company or Affiliate Owned*	2014	34	28	-6
	2015	28	34	+6
	2016	34	44	+10
Total Outlets	**2014**	42	42	0
	2015	42	56	+14
	2016	56	70	+14

* These outlets are partially or fully owned by us or one of our affiliates.

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(other than the Franchisor)
For Fiscal Years Ending December 31, 2013, 2014 and 2015

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2014	0
	2015	0
	2016	0
Total	**2014**	**0**
	2015	**0**
	2016	**0**

Table No. 3
STATUS OF FRANCHISED OUTLETS

For Fiscal Years Ending December 31, 2014, 2015 and 2016

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2014	**1**						1
	2015	**1**						1
	2016	**1**						1
Colorado	2014	**0**						0
	2015	**0**	1					1
	2016	**1**						1
Florida	2014	**3**						3
	2015	**3**						3
	2016	**3**	2					5
Massachusetts	2014	0	2					2
	2015	2						2
	2016	2	1					3
Mississippi	2014	0						0
	2015	0	1					1
	2016	1	1					2
New Jersey	2014	0	3					3
	2015	3						3
	2016	3						3
North Carolina	2014	2						2
	2015	2	2					4
	2016	4						4
Ohio	2014	0						4
	2015	0	4					4
	2016	4						4
Pennsylvania	2014	1	1					2
	2015	2						2
	2016	2						2
Texas	2014	1						1
	2015	1						1
	2016	1						1
Total	**2014**	**8**	**6**	**0**	**0**	**0**	**0**	**14**
	2015	**14**	**8**	**0**	**0**	**0**	**0**	**22**
	2016	**22**	**4**	**0**	**0**	**0**	**0**	**26**

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS

For Fiscal Years Ending December 31, 2014, 2015, and 2016

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Alabama	2014	1					1
	2015	1					1
	2016	1	4		1		4
Florida	2014	14					14
	2015	14	5				19
	2016	19	8		1		26
Georgia	2014	1	2				3
	2015	3					3
	2016	3					3
Illinois*	2014	1					1
	2015	1					1
	2016	1					1
Massachusetts	2014	2				2	0
	2015	0					0
	2016	0					0
Maryland	2014	0					0
	2015	0	1				1
	2016	1	1				2
North Carolina	2014	1				1	0
	2015	0					0
	2016	0					0
New Jersey	2014	4				3	1
	2015	1	1				2
	2016	2	1				3
New York*	2014	1	1				2
	2015	2				1	1
	2016	1					1
Ohio	2014	0					0
	2015	0	2				2
	2016	2			2		0
Pennsylvania	2014	1			1		0
	2015	0					0
	2016	0					0
Tennessee	2014	5			1		4
	2015	4			1		3
	2016	3					3
Texas	2014	3			1		2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
	2015	2			1		1
	2016	1					1
Total	**2014**	**34**	**3**	**0**	**3**	**6**	**28**
	2015	**28**	**9**	**0**	**2**	**1**	**34**
	2016	**34**	**14**	**0**	**4**	**0**	**44**

*The outlets in Illinois and New York (and many others) are fully owned by our affiliate.

Table No. 5
PROJECTED OPENINGS
As of December 31, 2016

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened as of December 31, 2016	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Mississippi	0	5	0
North Carolina	0	4	0
TOTALS	**0**	**10**	**0**

Exhibit E-1 to this Disclosure Document lists the names of all of our operating franchisees and their addresses and telephone numbers of their businesses as of the end of our last fiscal year.

Exhibit E-2 to this Disclosure Document lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee whose business was terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

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

Confidentiality Agreements

During the last 3 calendar years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

Franchisee Associations

There are not any trademark-specific franchisee organizations associated with the franchise system that we have created, sponsored or endorsed.

There are not any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document in Exhibit A are our audited financial statements for the periods ending December 31, 2014, 2015 and 2016.

ITEM 22: CONTRACTS

The following agreements are attached as Exhibits:

Exhibit B-1: Single Store Franchise Agreement and Exhibits

Exhibit B-2: Site Approval Addendum

Exhibit F: Request for Assignment of Franchise Agreement and Release

Exhibit G: State Law Addendum

ITEM 23: RECEIPT
(Find two copies at end of document)

We are providing two copies of the Acknowledgement of Receipt for this Franchise Disclosure Document. You will find two copies of a detachable receipt at the very end of this document. Please sign, date and return one copy to us, and please keep one copy for your records.

The company represents that this disclosure does not knowingly omit any material fact or contain any untrue statement of a material fact.

Exhibit A: Financial Statements

Gorilla Brands LLC

Audited Financial Statements

GORILLA BRANDS, LLC

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2016

AND DECEMBER 31, 2015

GORILLA BRANDS, LLC

For the Years Ended December 31, 2016 and December 31, 2015

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The McIngvale CPA Firm PLLC
Certified Public Accountants
Business & Financial Advisors

1045 Church Road East
Southaven, MS 38672
Phone: 662-349-3100
Fax: 866-519-4790

Independent Auditor's Report

To The Members
Gorilla Brands, LLC
Wake Forest, North Carolina

Report on the Financial Statements

I have audited the accompanying financial statements of Gorilla Brands, LLC, which comprise the balance sheets as of December 31, 2016 and December 31, 2015, and the related statements of income, member's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gorilla Brands, LLC as of December 31, 2016 and December 31, 2015, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The McIngvale CPA Firm, PLLC

Southaven, Mississippi
September 11, 2017

GORILLA BRANDS, LLC
Balance Sheets
As of December 31, 2016 and 2015
(See independent accountant's audit report)

	2016		2015	
ASSETS				
Current assets				
Cash and cash equivalents	$	43,430	$	130,523
Accounts receivable		-		8,960
Franchisee receivable		20,905		-
Other current assets		500		500
Total current assets		64,835		139,983
Property and equipment, net of depreciation		-		-
Intangible assets, net of amortization		47,301		54,801
Total assets	$	112,136	$	194,784
LIABILITIES AND MEMBER'S EQUITY				
Current liabilities				
Accounts payable	$	8,129	$	9,856
Accrued expenses		-		1,082
Total current liabilities		8,129		10,938
Member's loan payable		55,000		20,160
Total liabilities		63,129		31,098
Member's equity		49,007		163,686
Total liabilities and member's equity	$	112,136	$	194,784

The accompanying notes are an integral part of the financial statements.

GORILLA BRANDS, LLC

Statements of Income

For the years ended December 31, 2016 and 2015

(See independent accountant's audit report)

	2016	2015
Revenues		
License and royalty	$ 343,367	$ 281,594
Software	44,024	37,342
Other revenue	19,251	19,650
Store fixtures	-	23,096
Total revenues	406,642	361,682
Cost of sales		
Commissions	163,083	188,675
POS Software	31,232	26,965
Other	8,280	31,158
Fixtures	-	21,698
Total cost of sales	202,595	268,497
Gross profit	204,047	93,185
General and administrative expenses		
Accounting fees	46,400	29,588
Marketing	43,005	-
Advertising	12,709	13,642
Travel	11,286	3,017
Convention expenses	10,219	-
Depreciation and amortization	7,500	7,652
Insurance	4,681	-
Professional fees	4,041	15,075
Computer expenses	3,618	3,153
Bad debts	3,250	-
Website expense	1,750	750.00
Bank charges	1,723	1,266
Interest expense	664	-
Office expense	-	452
Other	-	60
Total general and administrative expenses	150,846	74,655
Net income	$ 53,201	$ 18,530

The accompanying notes are an integral part of the financial statements.

GORILLA BRANDS, LLC
Statements of Changes in Members' Equity
For the years ended December 31, 2016 and 2015
(See independent accountant's audit report)

		2016		2015
Member's equity, beginning of year	$	163,686	$	181,228
Member distributions		(167,880)		(36,072)
Member contributions		-		-
Net income		53,201		18,530
Member's equity, end of year	$	49,007	$	163,686

The accompanying notes are an integral part of the financial statements.

GORILLA BRANDS, LLC

Statements of Cash Flows

For the years ended December 31, 2016 and 2015

(See independent accountant's audit report)

		2016		2015
Cash flows from operating activities				
Net income	$	53,201	$	18,530
Adjustment to reconcile net income to net cash provided by operating activities				
Depreciation and amortization		7,500		7,652
Bad debt		(3,250)		-
(Increase) decrease in:				
Accounts receivable		8,960		28,773
Franchisee receivable		(20,905)		-
Other current assets				(500)
Increase (decrease) in:				
Accounts payable		(1,727)		95
Accrued expenses		(1,082)		(3,392)
Net cash provided by operating activities		42,697		51,158
Cash flows from investing activities				
Asset purchase/disposition		-		-
Net cash provided by (used in) investing activities		-		-
Cash flows from financing activities				
Increase in member loans		38,090		-
Member contributions		-		-
Member distributions		(167,880)		(36,072)
Net cash used in financing activities		(129,790)		(36,072)
Change in cash and cash equivalents		(87,093)		15,086
Cash and cash equivalents, beginning of year		130,523		115,437
Cash and cash equivalents, end of year	$	43,430	$	130,523

The accompanying notes are an integral part of the financial statements.

Notes to Financial Statements

Note A – Organization and business activity

Gorilla Brands, LLC (the "Company") was formed in March, 2008 in North Carolina and operates under its corporate name as well as the trade name "iFixandRepair". The Company licenses retail stores under the trade name iFixnandRepair. The licensed stores offer repairs services for mobile devices included cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. In addition to repair services, the stores also offer telephone and wireless device accessories for sale. There were 70 total outlets in operation as of December 31, 2016, and 56 total outlets as of December 31, 2015.

Note B – Summary of significant accounting policies

Basis of accounting
The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Under this method of accounting, revenues are recognized when earned and expenses are recognized when incurred.

Use of estimates
Preparing the Company's financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents
For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2016 or 2015. The Company places its temporary cash investments with high credit quality financial institutions. At times such investments may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit.

Trade accounts receivable
Accounts receivable reflect amounts due from franchisees under trade accounts receivable. The Company employs the direct charge-off method for all uncollectible accounts; thus no provision for doubtful accounts has been made in the accompanying balance sheets. The Company charged-off $3,250 and $0 of uncollectible accounts in 2016 and 2015, respectively.

Property and equipment
Property and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized and minor replacements are charged to expense as incurred. Repairs and maintenance are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the asset's carrying

Note B – Summary of significant accounting policies, continued

amount and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method for financial statement purposes. The Company uses other depreciation methods (generally, accelerated depreciation methods) for tax purposes where appropriate. The estimated service lives of property and equipment are principally as follows:

Machinery and equipment	3 to 20 years
Software development	5 to 15 years

Intangible assets
Intangible assets are amortized on a straight-line basis in profit or loss over their estimated useful lives (generally 10 years), from the date that they are available for use. The Company's only intangible asset as of December 31, 2016 and 2015 is the iFixandRepair brand that was contributed by a joining member in 2013.

Amortization methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate. Amortization expense for the years ending December 31, 2016 and 2015 totaled 7,500 and $7,500.

Income taxes
Through December 31, 2016, the Company files a tax return as a disregarded entity and therefore is not a taxpaying entity for federal income tax purposes. The member is liable for individual federal and state income taxes on his respective share of the Company's taxable income.

The Company files tax returns in the United States federal jurisdiction and the State of North Carolina. The Company is not currently under tax examination and is no longer subject to examination by the federal and state authorities for years prior to 2013.

Based on the evaluation of the Company's tax positions, management believes all positions taken would more likely than not be upheld under examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the years ended December 31, 2016 and 2015.

Advertising
Advertising costs are expensed as incurred. Advertising expense for the years ending December 31, 2016 and 2015 totaled $12,709 and $13,642 respectively.

Subsequent events
In accordance with ASC 855, the Company evaluated subsequent events through September 11, 2017, the date these financial statements were issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Note C - Concentrations

For the years ended December 31, 2016 and 2015, the Company recognized 84% and 78% respectively, of its revenues from license and royalty fees.

Note D – Property and equipment

Property and equipment consisted of the following at December 31, 2016 and 2015:

	2016		2015	
Software development	$	3,800	$	3,800
Accumulated depreciation		(3,800)		(3,800)
Property and equipment, net	$	-	$	-
Depreciation expense for the year	$	-	$	152

Note E – Franchise fee revenue

The Company sells franchise rights to mobile device repair businesses. An initial franchise fee between $15,000 and $20,000 is charged which is earned upon payment. The franchisee also commits to a bi-weekly royalty fee of 6 percent indexed to gross sales for the ten-year term of the franchise agreement. Additionally, there is an initial software fee of $1,000 and an ongoing, monthly software fee of $150. Total license and royalty revenue for 2016 was $343,367. Total license and royalty revenue for 2015 was $281,594. As of 2016, the Company had 70 total outlets (30 franchises and 40 Company or affiliate-owned). As of 2015, the Company had 56 total outlets (15 franchises and 41 Company or affiliate-owned).

Note F – Risk management

The Company is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Company carries commercial insurance.

Note G – Related party transactions

As of December 31, 2016, the Company held an outstanding note payable to its Member (Christopher Kelley). The note originated in 2016 and no formal terms were established and no interest on the note accrued. Repayment of the note is not expected within the next year. As of December 31, 2015, the

Note G – Related party transactions, continued

Company held an outstanding note payable to one of its Members (Shipman Northcutt). The note originated in 2008 and no formal terms were established and no interest on the note accrued. Repayment of the note occurred during 2016 as part of the acquisition of the Member's interest by the remaining sole Member (Christopher Kelley).

Note H – Change in ownership

Effective January 1, 2016, Messrs. William Thompson and Shipman Northcutt agreed to sell their combined 66 $^{2/3rds}$ percent membership interests in the Company to Mr. Christopher Kelley. Mr. Christopher Kelley became the sole Member of the Company on January 1, 2016. As of January 1, 2016, the Company chooses to be taxed as a disregarded single-member LLC for Federal and state income tax purposes.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015

AND DECEMBER 31, 2014

GORILLA BRANDS, LLC

For the Years Ended December 31, 2015 and

December 31, 2014 Table of Contents

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The McIngvale CPA Firm PLLC
Certified Public Accountants
Business & Financial Advisors

1045 Church Road East
Southaven, MS 38672
Phone: 662-349-3100
Fax: 866-519-4790

Independent Auditor's Report

To The Members
Gorilla Brands, LLC
Wake Forest, North Carolina

Report on the Financial Statements

I have audited the accompanying financial statements of Gorilla Brands, LLC, which comprise the balance sheets as of December 31, 2015 and December 31, 2014, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gorilla Brands, LLC as of December 31, 2015 and December 31, 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The McIngvale CPA Firm, PLLC

Southaven, Mississippi
October 19, 2016

GORILLA BRANDS, LLC

Balance Sheets

As of December 31, 2015 and 2014

(See independent accountant's audit report)

	2015	2014
ASSETS		
Current assets		
Cash and cash equivalents	$ 130,523	$ 115,437
Accounts receivable	8,960	37,734
Other current assets	500	-
Total current assets	139,983	153,171
Property and equipment, net of depreciation	-	152
Intangible assets, net of amortization	54,801	62,301
Total assets	$ 194,784	$ 215,625
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 9,856	$ 9,762
Accrued expenses	1,082	4,474
Total current liabilities	10,938	14,236
Member's loan payable	20,160	20,160
Total liabilities	31,098	34,396
Members' equity	163,686	181,228
Total liabilities and members' equity	$ 194,784	$ 215,625

The accompanying notes are an integral part of the financial statements.

GORILLA BRANDS, LLC

Statements of Income

For the years ended December 31, 2015 and 2014

(See independent accountant's audit report)

		2015		2014
Revenues				
License and royalty	$	281,594	$	241,185
Software		37,342		29,347
Other revenue		19,650		11,630
Store fixtures		23,096		9,896
Total revenues		361,682		292,058
Cost of sales				
Commissions		188,675		101,077
POS Software		26,965		20,964
Other		31,158		8,812
Fixtures		21,698		8,007
Total cost of sales		268,497		138,860
Gross profit		93,185		153,198
General and administrative expenses				
Accounting fees		29,588		24,969
Professional fees		15,075		202
Advertising		13,642		-
Depreciation and amortization		7,652		8,260
Computer expenses		3,153		4,773
Travel		3,017		4,065
Bank charges		1,266		1,007
Website expense		750		-
Office expense		452		495
Other		60		40
Bad debts		-		3,250
Donations		-		500
Total general and administrative expenses		74,655		47,561
Net income	$	18,530	$	105,637

GORILLA BRANDS, LLC

Statements of Changes in Members' Equity

For the years ended December 31, 2015 and 2014

(See independent accountant's audit report)

		2015		2014
Members' equity, beginning of year	$	181,228	$	80,065
Member distributions		(36,072)		(4,474)
Member contributions		-		-
Net income		18,530		105,637
Members' equity, end of year	$	163,686	$	181,228

The accompanying notes are an integral part of the financial statements.

GORILLA BRANDS, LLC
Statements of Cash Flows
For the years ended December 31, 2015 and 2014
(See independent accountant's audit report)

		2015		2014
Cash flows from operating activities				
Net income	$	18,530	$	105,637
Adjustment to reconcile net income to net cash provided by operating activities				
Depreciation and amortization		7,652		8,260
Bad debt		-		3,250
(Increase) decrease in:				
Accounts receivable		28,773		(16,421)
Other current assets		(500)		2,432
Increase (decrease) in:				
Accounts payable		95		2,886
Accrued expenses		(3,392)		2,356
Net cash provided by operating activities		51,158		108,400
Cash flows from investing activities				
Asset purchase/disposition		-		-
Net cash provided by (used in) investing activities		-		-
Cash flows from financing activities				
Payments on member loan		-		-
Member contributions		-		-
Member distributions		(36,072)		(4,474)
Net cash used in financing activities		(36,072)		(4,474)
Change in cash and cash equivalents		15,086		103,926
Cash and cash equivalents, beginning of year		115,437		11,511
Cash and cash equivalents, end of year	$	130,523	$	115,437

The accompanying notes are an integral part of the financial statements.

Notes to Financial Statements

Note A - Organization and business activity

Gorilla Brands, LLC (the "Company") was formed in March, 2008 in North Carolina and operates under its corporate name as well as the trade name "iFixandRepair". The Company licenses retail stores under the trade name iFixandRepair. The licensed stores offer repairs services for mobile devices included cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. In addition to repair services, the stores also offer telephone and wireless device accessories for sale. There were 56 total outlets in operation as of December 31, 2015, and 38 total outlets as of December 31, 2014.

Note B - Summary of significant accounting policies Basis

of accounting

The financial statements of the Company have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Under this method of accounting, revenues are recognized when earned and expenses are recognized when incurred.

Use of estimates

Preparing the Company' s financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents at December 31, 2015 or 2014. The Company places its temporary cash investments with high credit quality financial institutions. At times such investments may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit.

Trade accounts receivable

Accounts receivable reflect amounts due from franchisees under trade accounts receivable. The Company employs the direct charge-off method for all uncollectible accounts; thus no provision for doubtful accounts has been made in the accompanying balance sheets. The Company charged-off $0 and $3,250 of uncollectible accounts in 2015 and 2014, respectively.

Property and equipment

Property and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized and minor replacements are charged to expense as incurred. Repairs and maintenance are expensed as incurred. Expenditures that increase the value or productive capacity of assets are capitalized. When property and equipment are retired, sold, or otherwise disposed of, the asset's carrying

Note B - Summary of significant accounting policies, continued

amount and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method for financial statement purposes. The Company uses other depreciation methods (generally, accelerated depreciation methods) for tax purposes where appropriate. The estimated service lives of property and equipment are principally as follows:

Machinery and equipment	3 to 20 years
Software development	5 to 15 years

Intangible assets

Intangible assets are amortized on a straight-line basis in profit or loss over their estimated useful lives (generally 10 years), from the date that they are available for use. The Company's only intangible asset as of December 3 l, 2015 and 2014 is the iFixandRepair brand that was contributed by a joining member in 2013.

Amortization methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate. Amortization expense for the years ending December 31, 2015 and 2014 totaled 7,500 and $7,500.

Income taxes

Through December 31, 2015, the Company files a partnership tax return and therefore is not a taxpaying entity for federal income tax purposes. The members are liable for individual federal and state income taxes on their respective share of the Company's taxable income.

The Company files tax returns in the United States federal jurisdiction and the State of North Carolina. The Company is not currently under tax examination and is no longer subject to examination by the federal and state authorities for years prior to 2012.

Based on the evaluation of the Company's tax positions, management believes all positions taken would more likely than not be upheld under examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the years ended December 31, 2015 and 2013.

Advertising

Advertising costs are expensed as incurred. Advertising expense for the years ending December 31, 2015 and 2014 totaled $13,642 and $0 respectively.

Subsequent events

In accordance with ASC 855, the Company evaluated subsequent events through October 9, 2016, the date these financial statements were issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Note C - Concentrations

For the years ended December 31, 2015 and 2014, the Company recognized 78% and 82% respectively, of its revenues from license and royalty fees.

Note D – Property and equipment

Property and equipment consisted of the following at December 31, 2015 and 2014:

		2015		2014
Software development	$	3,800	$	3,800
Accumulated depreciation		(3,800)		(3,648)
Property and equipment, net	$	-	$	152
Depreciation expense for the year	$	152	$	760

Note E – Franchise fee revenue

The Company sells franchise rights to mobile device repair businesses. An initial franchise fee between $15,000 and $20,000 is charged which is earned upon payment. The franchisee also commits to a bi-weekly royalty fee of 6 percent indexed to gross sales for the ten-year term of the franchise agreement. Additionally, there is an initial software fee of $1,000 and an ongoing, monthly software fee of $150. Total license and royalty revenue for 2015 was $281,594. Total license and royalty revenue for 2014 was $241,185. As of 2015, the Company had 56 total outlets (15 franchises and 41 Company or affiliate-owned). As of 2014, the Company had 38 total outlets (10 franchises and 28 Company or affiliate-owned).

Note F – Risk management

The Company is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Company carries commercial insurance.

Note G – Related party transactions

As of December 31, 2015 and 2014, the Company held an outstanding note payable to one of its Members (Shipman Northcutt). The note originated in 2008 and no formal terms were established and no interest on the note accrued. Repayment of the note is not expected within the next year.

Exhibit B-1: Single Store Franchise Agreement and Exhibits

FRANCHISE AGREEMENT

SINGLE STORE

IFAR
iFix and Repair

Gorilla Brands LLC

Franchisee: ______________________________

Date: ______________________________

Store Location: ______________________________

Cover Page

FRANCHISE AGREEMENT

SINGLE STORE

IFAR

iFixandRepair

Gorilla Brands, LLC

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FRANCHISE AGREEMENT

Single Store

IFAR / Gorilla Brands LLC

THIS FRANCHISE AGREEMENT (the "**Agreement**") is entered into and effective ___________________________, between Gorilla Brands LLC., a North Carolina limited liability company, located at 304 Capellan Street, Wake Forest, North Carolina, 27587 ("**Franchisor**"), and **______________________________________** ("**Franchisee**").

Franchisee agrees to operate, and understands that this Agreement is for, a single franchise store, to be established and to conduct business in accordance with the terms of this Agreement, from that single approved location specified in Exhibit 1 of this Agreement. If this Agreement is executed in conjunction with Franchisor's Master Development Agreement ("MDA" hereafter), Franchisee shall pay the initial franchise fee(s) as set forth in the MDA. If this Agreement is not executed in conjunction with Franchisor's MDA, Franchisee shall pay to the Franchisor the initial franchise fee set forth in section 5 of this Agreement.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS

- "Assets"

  Means the franchised Business to be opened and operated by the Franchisee, including all inventories, supplies, furnishings, equipment, fixtures, land, buildings and improvements, contract/lease rights, and other tangible items relating to the Business.

- "Business"

  Means the Gorilla Brands LLC franchise rights which Franchisee is granted to operate an iFixandRepair retail store in conformity with the requirements of this Agreement.

- "Business Records"

  Means evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other records created and maintained by Franchisee in the operation of the Business.

- **“**Confidential Information**”**

  Means all methods for establishing, operating and promoting the Business pursuant to the Franchisor’s distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how of the Franchisor, and such other improvements, and information, as may be further developed periodically by the Franchisor.

- **“**Gross Revenue**”**

  Means the total of all receipts derived from services performed or products sold at the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. “Gross Revenue” shall exclude only sales tax receipts that Franchisee must by law collect from customers and that Franchisee pays to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services or products, if free, or any portion not paid for by an employee.

- **“**Multi-Area Marketing Programs**”**

  Means regional, national, or international programs designed to increase business, such as marketing to multi-area customers, Internet, shows, events, yellow pages, directories, affinity marketing, vendor programs, and co-branding programs. Such programs may require Franchisee’s cooperation and participation, including refraining from certain channels of marketing and distribution, and payment of commissions or referral fees. Franchisee must also adhere to maximum pricing to the extent permitted by law. All such programs or policies are proprietary trade secrets of Franchisor. To the extent Franchisor establishes such programs, Franchisee shall be required to participate in, and adhere to, the standards and requirements of such programs.

- **“**Manual**”**

  Means Franchisor’s Operations Manual, including all supplements and revisions to the Manual, and other written materials, including information posted on Franchisor’s Web site, and information sent to or accessed by Franchisee in print or electronic form, manuals, written procedures, memoranda and their supplements loaned to Franchisee by Franchisor. Franchisor reserves the right to revise the Manual, in whole or in part, in its sole and absolute discretion.

- **“**Marketing Fund**”**

  Means the separate financial account established and used by Franchisor for the purposes specified in this Franchise Agreement. The Marketing Fund is not a trust or escrow account, and is managed by Franchisor in its sole discretion, subject only to the provisions of this Agreement.

- **“**Marks**”**

  Means all trade names, trademarks, service marks, logos, decor, color schemes, trade dress, layout, and commercial symbols, and similar and related words or symbols, and all rights related thereto, now or in the future associated with Franchisor, the System or the franchised Business, whether or not they are registered, including, but not limited to, names and marks related to the term iFixandRepair or IFAR”

- **“**Premises**”**

  Means the location within the granted Protected Territory, and as described in **Exhibit 1** to this Agreement, at which Franchisee may operate the franchised Business using the System.

- **“**Protected Territory**”**

  Means the territory described in **Exhibit 1** to this Agreement, subject to any reservations or exceptions contained in this Agreement.

- **“**System**”**

  Means, collectively, Franchisor’s valuable know how, information, trade secrets, methods, Manuals, standards, designs, methods of trademark usage, copyrightable works, products and service sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development, connected with the operation and promotion of the franchised Business, and the Franchisor’s System related thereto, as modified by Franchisor at any time, in its sole discretion.

- **“**Trade Secret**”**

  Is the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures, and improvements regarding the System that is valuable and secret in the sense that it is not generally known to the general public or to competitors of Franchisor, or which material(s) or information may be considered and/or designated as a Trade Secret by the Franchisor.

- **"Transfer"**

  Means to seek to voluntarily or involuntarily transfer, assign, sell, or encumber any interest in or ownership or control of, the franchised Business, substantial assets of the franchised Business, or of this Agreement.

2. GRANT OF FRANCHISE

- **Grant of License**

  Subject to the terms and conditions of this Agreement, and any other agreements incorporated herein by reference, Franchisor grants to Franchisee an exclusive license to operate a Business at the Premises, as designated in Exhibit 1 to this Agreement, and described in Section 4 hereof, using the System and the Marks for the term of this Agreement, and any renewals hereof. Franchisee may use the Marks and System only in accordance with the terms and conditions of this Agreement.

- **Modification of System**

  Franchisor reserves the right to periodically change, improve, or further develop the System, or any part of the System, in its sole discretion. Franchisee must promptly accept and comply with any change to the System, and make any expenditure as necessary to comply. Such changes shall include, but shall not be limited to, revisions to the Franchisor's Manual.

- **Ownership and Principal Contact of Franchisee**

  If Franchisee is an entity, Franchisee shall complete and update, throughout the term of this Agreement, as necessary, the Statement of Ownership attached hereto as Exhibit 5. In addition, if Franchisee is an entity, all persons who own at least twenty-five percent (25%) of the beneficial ownership interests in the entity shall guaranty Franchisee's performance under this Agreement by signing the Guaranty and Assumption of Franchisee's Obligations attached hereto as Exhibit 6.

  If Franchisee is a limited liability company, partnership, corporation or other entity, Franchisee shall provide to Franchisor a resolution signed by all members, directors and/or partners, as appropriate, designating the principal contact person for the Business. This principal contact person must be a managing member, general partner or controlling shareholder. Such representative shall have the authority to speak for and bind the Franchisee in all matters pertaining to this Agreement, and in all matters relating to the Business. Further, if Franchisee is an entity, such entity shall engage in no business other than the operation of the Business governed by this Agreement.

3. TERM AND RENEWALS

- **Term of Agreement**

  This Agreement begins on the date stated to be the "effective date" above, and will continue for a period of ten (10) years, unless earlier terminated as provided under this Agreement.

  If this Agreement is for a location that is identified as TBD (To Be Determined) per the terms of this Agreement or a scheduled development location per the terms of a Master Development Agreement, the term begins on the date stated to be the "effective date" on the Site Approval Addendum, and will continue for a period of ten (10) years, unless terminated as provided under this Agreement.

- **Rights Upon Expiration**

  At the end of the term of this Agreement, Franchisee may renew its license for successive periods of ten (10) years as specified hereafter, provided Franchisor does not exercise its rights of cancellation as set forth below.

- **Right of Cancellation/Termination**

  Franchisor may refuse, in Franchisor's sole discretion, to renew Franchisee's license if Franchisee:

  - fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;
  - has committed two (2) or more noticed breaches of this Agreement in the preceding twenty-four (24) months prior to expiration, whether or not such breaches have been remedied in accordance with this Agreement;
  - fails to give notice of Franchisee's intent to renew at least three (3) months, but no more than twelve (12) months, prior to the expiration of this Agreement. Failure to give timely notice will be considered an election by the Franchisee not to renew this Agreement; or
  - is not current in payment obligations to Franchisor or its subsidiaries and affiliates, or to trade creditors, governmental authorities, landlords, or mortgage holders at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire.

- **Renewal Agreement**

  At the time of renewal, Franchisee must execute a renewal franchise agreement, and all other legal agreements, in Franchisor's then-current form for new franchisees. These agreements may vary in material aspects from this Agreement, including, but not limited to, higher royalty and advertising fees. Franchisee must also make any capital expenditures that are reasonably required for the renovation and modernization of the Business, signs, vehicles, or any other required equipment to reflect the then-current image of Franchisor.

- **Renewal Fee**

  Upon signing a renewal franchise agreement, Franchisee will be required to pay a renewal fee of 25% of the then current Franchise Fee per store to the Franchisor.

4. TERRITORY

4.1 Location

Franchisee may operate the franchised Business only within the geographic Protected Territory, and from the Premises, as designated in Exhibit 1 to this Agreement, or as otherwise approved hereafter by the Franchisor. Franchisee may not relocate the Premises without Franchisor's prior written approval, which may be withheld for any reason.

4.2 Protected Territory

During the term of this Agreement and any extensions, and so long as the Franchisee is not in violation of its obligations hereunder, neither Franchisor nor its affiliates will own, operate or franchise, a fixed location for the operation of any other competing Business within Franchisee's Protected Territory as designated in Exhibit 1 to this Agreement. Franchisee will also have the right to service any persons residing in the Protected Territory, regardless of the method of sales, subject to Franchisor's express reservation of rights set forth in Section 4.04. Once established, and so long as the Franchisee is not in violation of its obligations hereunder, the boundaries of Franchisee's Protected Territory will not be adjusted without Franchisee's written consent. In the case of the Franchisor and the Franchisee having entered into an MDA franchise, if the Franchisee fails to develop the Businesses in accordance with the schedule set forth in such MDA, the Franchisee understands and agrees that Franchisee shall have no further rights to the Protected Territory set forth in Exhibit 1 of the MDA, but, in such case, neither the Franchisor nor its affiliates will own, operate or franchise a fixed location for the operation of any other competing Business within the Protected Territory granted to the Franchisee pursuant to the terms of this Agreement.

4.3 Reservation of Rights

Franchisor reserves the rights, among others:

- to own, franchise, or operate Businesses at any location outside of the Protected Territory, regardless of the proximity to the Franchisee's Approved Premises;
- to use the Marks and the System to sell any products similar to those which Franchisee will sell, through alternative channels of distribution within or outside of the Protected Territory. This includes, but is not limited to, locations such as stores, shops, kiosks, malls, at special events, and other channels of distribution such as television, mail order, catalog sales, sale to unrelated Businesses, or over the Internet;
- to purchase or be purchased by, or merge or combine with, any businesses wherever located, including a business that competes directly with Franchisee's Business;
- to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere, as set forth in Section 9. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs, which policies Franchisee shall be required to adhere to and comply with.

5. FEES AND ROYALTIES

- **Payment of Fees and Royalties**

  All payments required under this Section are imposed by and payable to Franchisor or its affiliates, and are non-refundable except as may be expressly provided in this Agreement. All payments must be made by any method Franchisor reasonably specifies, including check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer, or the Internet. Franchisee must sign an Authorization for Electronic Withdrawal, in the form similar to that set forth as **Exhibit 2**. Franchisor may require Franchisee to submit any payments electronically. All payments to Franchisor, and all dollar amounts stated in this Agreement, are in U.S. dollars unless otherwise expressed. Franchisor will not require Franchisee to deposit all Franchisee's revenue into an account that Franchisor controls, or from which withdrawals may be made only with Franchisor's consent, except to secure a loan or financing arrangement by Franchisor.

- **Initial Franchise Fee**

  Franchisee must pay an initial franchise fee ("**Initial Franchise Fee**") upon the signing of this Agreement, in the amount of $25,000 ($20,000 if Franchisor has granted a veteran discount per its policies). However, if the Franchisee is also entering into an MDA contemporaneous with the execution of this Single Store Franchise Agreement, the Franchisee shall be obligated to pay to the Franchisor those initial and continuing franchise fees set forth in the MDA.

- **Royalties**

  Franchisee must pay to Franchisor a Royalty fee in the amount(s) designated below for each preceding weekly period ("Royalty Payment"). The Royalty Payment is due to Franchisor, without notice from Franchisor, on or before the fifth (5th) day of the following week for the prior weekly period. The amount due for the weekly Royalty Payment must be reported using a form specified by Franchisor, and will be collected electronically, or as otherwise specified by Franchisor.

- **Royalty Payment**

  Current weekly royalty payments total six percent (6%) of Gross Revenue. For a period of eighteen (18) months (hereinafter "Royalty Term"), in lieu of weekly royalty payments, Franchisee shall be required to pay a recurring monthly royalty payment totaling Seven Hundred Fifty Dollars ($750). In eighteen (18) months, at the end of royalty term, the royalty payment shall revert to a weekly royalty payment totaling six percent (6%) of Gross Revenue. In the event franchisee opens a 2nd ifixandrepair location prior to eighteen (18) months following the execution of this document, franchisee shall continue to pay $750 per month in monthly royalty fees for an additional eighteen (18) month royalty term. Following the end of the thirty sixth (36th) month (two 18 month royalty terms), franchisee shall be required to pay weekly royalty payments totaling 6% of gross sales or prevailing new store market rate for royalty payments, whichever is greater.

- **Late Charges and Other Fees**

  Unless otherwise stated, Franchisee must pay interest at the rate of one percent (1%) per month, for any late payments due under this Agreement, plus Franchisee must pay ten percent (10%) of the amount owed for any payments provided without having sufficient funds. Franchisee must pay any damages, expenses through appeal, collection costs, and reasonable attorneys' fees, which Franchisor incurs in connection with Franchisee's failure to make any required payments.

- **Taxes and Debts**

  Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the franchised Business, including but not limited to all payroll taxes. Franchisee will not permit a tax sale, seizure, levy, execution, bankruptcy, assignment of assets for or by creditors, or similar action to occur.

6. MARKS

- **Marks**

  Franchisee must only use the Marks in the conduct of the Business as specified in this Agreement. Any unauthorized use of the Marks by Franchisee will constitute a breach of this Agreement and an infringement on Franchisor's rights in and to the Marks. Franchisee agrees that Franchisor has a prior and superior claim to the Marks, and Franchisee has no rights and shall make no claim to the Marks other than the right to use them in the operation of the Business in compliance with this and during the term of this Agreement.

- **Authorized Marks**

  Franchisee shall use no trademarks other than "iFixandRepair, IFAR", or any other Marks or names that Franchisor may specify for use in the identification, marketing, promotion, or operation of the Business. If Franchisee cannot lawfully use the Marks in the Protected Territory, Franchisee must obtain Franchisor's written approval to use other marks. Franchisee must also follow the copyright guidelines as specified by Franchisor in the Operations Manual with regard to any other written materials which the Franchisor claims protection for.

- **Change of Marks**

  Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time of receiving written notification of any change, buy not exceeding ninety (90) days, Franchisee must comply with the change, at Franchisee's sole expense.

- **Limitations on Franchisee's Use of the Marks**

  Franchisee must use the Marks as the sole identification of the Business, but must also identify itself as the independent owner of the Business in the manner prescribed by Franchisor. All Marks must be used and displayed in the manner prescribed by the Franchisor. Unless the prior written consent of the Franchisor has been obtained, the Franchisee may not use the Marks, or any words or symbols similar to the Marks, alone or with any prefix, suffix, modifying words, terms, designs, or symbols:

- as part of any entity or business name;
- in conjunction with any documents, contracts, licenses, permits and other official documents. Any reference to the Marks in any document must state that Franchisee's use of the Marks is limited by this Agreement;
- in any form on the Internet, including, but not limited to, addresses, domain names, links, metatags, locators, and search techniques;
- in connection with the performance or sale of any unauthorized services or products; or
- in any other manner not expressly authorized by Franchisor.

- **Marks on the Internet**

  Franchisor retains the sole right to use the Marks and market on the Internet, including all use of Websites, domain names; URL's, linking, advertising, and co-branding arrangements. Franchisee may not establish a presence on the Internet except as Franchisor may specify, and only with Franchisor's prior written consent. Franchisee may provide Franchisor with content for Franchisor's Internet marketing, and Franchisee must sign the Internet and intranet usage agreements as necessary when developed by Franchisor. Franchisor retains the right to approve any linking to or other use of any "IFAR" web site.

- **Marks in Advertising**

  Franchisee must obtain Franchisor's prior written approval for any use of any item of printed, audio, visual, Internet, electronic media, or multimedia material of any kind bearing any of the Marks, unless supplied by Franchisor. Franchisee must indicate that it is "independently owned and operated."

- **Goodwill**

  All usage of the Marks by Franchisee, and any goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee's operation of the Business, or other activities, will inure to the exclusive benefit of Franchisor.

- **Infringement**

  Franchisee must notify Franchisor in writing within three (3) business days of obtaining knowledge of any possible infringement or illegal use by others of the Marks, or of the use by another of a mark which is confusingly similar to the Marks. Franchisor may, in its sole discretion, independently commence an action against the infringing party and bear the reasonable costs associated with the action. Franchisor may also, in its sole discretion, require Franchisee to join in and/or assist in any such action.

- **Signage**

  As specified by Franchisor, Franchisee must display signage bearing the Marks and identifying the Premises as a Business, and signage indicating that the Business is independently owned and operated as a franchised Business. All signage must remain current with the System's standards as Franchisor may modify periodically.

7. THE SYSTEM THE MANUAL AND CONFIDENTIAL INFORMATION

- **Confidential Information**

  The System, the Manual, and any and all other Confidential Information, including but not limited to all written materials and software relating to the implementation of the Business, are proprietary, involve Trade Secrets of Franchisor, and are disclosed to Franchisee solely on the express condition that Franchisee agrees, and that Franchisee does hereby agree to:

    - fully and strictly adhere to all security procedures, as prescribed by Franchisor, in its sole discretion, for maintaining the proprietary information as confidential;
    - disclose such information to its employees only to the extent necessary to market products and services and for the operation of the Business in accordance with this Agreement;
    - not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and
    - exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement, and follow Franchisor's security procedures, which include the execution of Franchisor's approved non-disclosure agreements, and intranet, extranet and Internet usage agreements when developed by Franchisor, by Franchisee and any employee, officer, director, representative, or agent who is allowed access.

- **Standards and Authorized Use**

  Franchisee must maintain strict compliance with the Operations Manual as presently set forth, and as subsequently amended and revised.

- **Unauthorized Use**

  Franchisee must not copy or otherwise reproduce any Confidential Information, and must establish procedures to prevent unauthorized use by any other person. Unauthorized use of the Operations Manual, or the System, will constitute a breach of this Agreement and an infringement of our proprietary rights, including trade secrets and copyrights. Franchisee must promptly report to Franchisor any unauthorized use of the Operations Manual or other Confidential Information.

- **Operations Manual**

  Franchisor will loan to Franchisee during the term of the franchise one (1) copy of Franchisor's confidential Operations Manual, which may be in print, on an access code-protected company intranet or extranet, or through other media. Franchisor reserves the right to require Franchisee to use the Manual in only an electronic format. The Manual will at all times remain the property of Franchisor, and Franchisee must immediately return the Manual to Franchisor upon expiration, termination, or transfer of this Agreement. Franchisor may periodically update and revise the Manual at its sole and absolute discretion, and Franchisee shall be required, and agrees, to comply with the updated/revised standards as established in accordance with any such updates or revisions. Franchisee acknowledges that its entire knowledge of the operation of the Business is and shall be derived from information disclosed to Franchisee by Franchisor, and that such information is proprietary, confidential and a Trade Secret of Franchisor. Franchisee shall maintain the absolute confidentiality of all such Trade Secrets during and after the term of this Agreement, and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee is bound by the standards for maintaining the privacy of the Manual in the same manner as all other Confidential Information set forth above.

- **Confidentiality and Noncompetition Agreements**

  Franchisee and its owners, members, managers, partners or shareholders, officers, directors, agents, beneficial owners, and immediate family members, shall execute Franchisor's standard Confidentiality and Non-Compete Agreement (or its equivalent) before the commencement of the franchise, or before performing any work at the Business or otherwise having access to Franchisor's Confidential

Information, as the case may be. Franchisee must ensure that its principal employees sign a confidentiality and non-disclosure agreement, as well as a non-compete agreement (to the extent permitted by applicable law). It is solely Franchisee's obligation to ensure that such agreements comply with applicable laws in the Franchisee's jurisdiction. A copy of all such signed agreements shall be delivered to Franchisor within one week of their execution. It shall be the obligation of the Franchisee to obtain such signed Agreement in each case, and to deliver the executed agreement(s) to the Franchisor, on a timely basis, which shall include delivery before the commencement of employment if applicable, or before assuming any position of ownership, or management, with regard to the franchise.

- **Ownership of Business Records**

  Franchisee acknowledges and agrees that the Franchisor shall have access to all Business Records with respect to the franchised Business including, without limitation, all databases (whether in print, electronic or other form), customer information including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

8. FRANCHISOR'S DUTIES

- **Services Provided by Franchisor**

  Franchisor will provide initial and continuing services as it deems necessary or advisable in furthering Franchisee's Business and the business of the System as a whole, and in connection with protecting the Marks and goodwill of Franchisor. Provision of services by Franchisor, either initial or continuing, is independent from the payment of the Initial Franchise Fee, or payment of the continuing royalty and/or advertising fees.

- **Site Selection**

  Franchisee is solely responsible for locating a site for the Business and negotiating a lease for the property. However, Franchisor will provide assistance, as deemed necessary in the Franchisor's discretion, to Franchisee in analyzing a location and in negotiating a lease. Such services may include

Franchisor's analysis of a location by examining population density, traffic patterns, and proximity of the proposed location to any other Business, or any other reasonable criteria, as set forth in Section 10.02. Franchisee agrees that the location of the Business is a factor in the potential for success of the Business and Franchisor may reject any location in its sole discretion, but consent will not be unreasonably withheld. However, Franchisor's analysis and/or assistance in no way constitutes a representation or warranty with respect to the property or the lease. Prior to entering into a lease agreement for the Premises, the Franchisee is required to obtain from the Franchisor written approval of the Premises, and of the lease. IFAR's consent to a site, location plans or any other matter constitutes permission only and is not an endorsement or guaranty. From time to time, IFAR may use exclusive commercial real estate agents in connection with specific real estate location searches. While it's rare that a franchisee would be required to pay the real estate commission on the site for the IFAR Store, this has occurred in certain circumstances. In this situation you will be required to pay any real state commission whether or not the exclusive agent is utilized.

- **Equipment, Inventory, Advertising and Services**

  Franchisor will specify or approve certain equipment, inventory, and supplies to be used in the Business, as provided elsewhere in this Agreement or within the Manual. Franchisor may negotiate marketing programs with suppliers and obtain advertising allowances or rebates for doing so, and may utilize such allowances or rebates in any manner in which Franchisor elects, in its sole discretion.

- **Initial Training**

  Franchisor will provide initial and ongoing training and assistance, as Franchisor may reasonably determine to be appropriate, within sixty (60) days of the effective date of this Agreement or within thirty (30) days prior to store opening. Franchisor is not required to provide this training for your second or subsequent franchise. Franchisor will provide the initial training program at its corporate headquarters, or at another location designated by Franchisor, to Franchisee and one designated Manager. Franchisee and a designated manager must attend and satisfactorily complete the initial training program. The training program lasts for approximately five (5) days, and consists of training with regard to the System, techniques, procedures, and methods of operation, customer service, ordering, sales, procedures, accounting, support procedures and instructions on quality standards and practical experience in the operation of the Business. The Initial Training Fee is $5,000. Franchisee is responsible for all expenses of or related to personal travel, accommodation, and other costs of itself and its personnel while attending training. Franchisee will be charged Franchisor's current training fee for any additional persons attending training.

- **Ongoing Training**

  Franchisor reserves the right to hold, and require Franchisee to attend, annual conferences to discuss on-going changes in the industry and/or the System, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. If the conference is mandatory, Franchisee will not be required to pay a conference fee, but must pay all personal travel and living expenses for all of its personnel attending the conference. Conferences will be held at Franchisor's corporate headquarters or at an alternate location chosen by Franchisor.

- **Opening and Continuing Assistance**

  Franchisor may provide on-site assistance in connection with initial training related to and/or during the opening of the Business. Franchisor may also provide reasonable ongoing assistance by telephone, email, or other form of communication to Franchisee during normal business hours. If Franchisee requires additional on-site assistance, Franchisee will be charged Franchisor's then-current additional assistance fee per day, plus travel and living expenses for Franchisor's representative.

- **Advertising and Promotional Programs**

  Franchisor will provide advertising and promotional programs as set forth in Section 9.

- **Development of Programs**

  Franchisor may develop new products and service methods as Franchisor deems beneficial to the System. Franchisor will offer such new products and service methods to Franchisee, and Franchisee must comply as directed by Franchisor, on terms reasonably determined by Franchisor.

- **Modification of System**

  Franchisor will periodically seek to continue to improve, modify, and revise the Manual and the specifications, standards, and operating procedures and rules of the System, as set forth in Sections 2.02 and 7.04.

- **Central Purchasing**

Franchisor reserves the right to implement a centralized purchasing system for franchisees and to negotiate prices and terms with suppliers, and to receive rebates from such purchases by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

- **Web Site**

  Franchisor will provide information regarding Franchisee's Business on its Web site, as set forth in Section 9.02.

9. SOLICITATION AND ADVERTISING

- **Solicitation**

  Although Franchisee may only make sales to consumers from its approved Premises within its Protected Territory, except as stated in this paragraph or elsewhere in this Agreement, Franchisee may directly market to or solicit customers who reside outside of the Protected Territory, by means of direct mail, newspaper, radio, direct sales, etc. Franchisee acknowledges and agrees that the Internet is a channel of distribution reserved exclusively to Franchisor, and Franchisee may not market on the Internet or conduct e-commerce except in participation with, or with the express written consent of, Franchisor, which shall be authorized in Franchisor's sole discretion.

- **Franchisee Direct Advertising**

  Franchisee is required to spend an amount equivalent to two percent (2%) of Franchisee's monthly Gross Revenues on direct advertising and promotion each month within or contiguous to the Protected Territory. Franchisee's Report of advertising expenditures is due to the Franchisor in such a frequency and manner as Franchisor specifies, including by electronic means. Franchisee must also participate, at Franchisee's expense, in any Multi-Area Marketing Programs as determined by Franchisor, however, the cost of participating in all advertising programs shall not be required to exceed the total of the two (2%) the Franchisee is required to expend directly for advertising hereunder, plus the one (1%) national/regional advertising fee the Franchisor may require the Franchisee to pay. All Internet marketing is a part of Multi-Area Marketing Programs, and must be coordinated through and approved by Franchisor. You may not market independently on the Internet, or acquire an independent Internet domain name or Web site, but Franchisor will include Franchisee's Business name and other identifying and contact information on its Web site.

- **Advertising and Marketing Materials**

  Franchisor will provide Franchisee with reasonable amounts of advertising and marketing materials which may include, but are not limited to, radio and/or television advertising materials, video and audio files, multimedia, print-ready advertising materials, posters, banners, and other items. Franchisee must purchase any such additional copies of such advertising and marketing materials. Franchisee may develop and produce additional advertising and marketing materials, at Franchisee's own expense, but any advertising and marketing materials must be approved in writing by Franchisor in advance of Franchisee's use of such materials. Franchisor will approve or disapprove of materials submitted by Franchisee within thirty (30) days of receipt. Franchisor also reserves the option of utilizing the advertising, without cost, developed by Franchisee and providing the advertising to other franchisees.

- **Advertising Royalty; National Marketing Fund**

  Franchisor reserves the right, at Franchisor's sole discretion, to require the Franchisee to pay a fee into the National Marketing Fund to advertise the System on a regional, national, or international level, at Franchisor's election. The advertising royalty fee shall be equal to one percent (1%) of Franchisee's monthly Gross Revenue, and shall be paid to the Franchisor at the same time and in the same manner as the royalty fee. Such payment shall comprise the Franchisee's contribution to the Franchisor's National Marketing Fund. Franchisor will hold the National Marketing Fund contributions in a separate bank account. Franchisor will use the National Marketing Fund for local, regional, national, Internet, or international advertising or marketing, development and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. Franchisor may also use the National Marketing Fund to attend franchise trade shows and other events. Franchisor may also use the funds to offset or partially rebate the franchisee local media and printing expenses. Franchisee acknowledges and agrees that expenditures from the National Marketing Fund may or may not be proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The National Marketing Fund will be spent at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the National Marketing Fund. Franchisor may accumulate these funds, and the balance may be carried over to subsequent years and used for the purposes stated in this Agreement. If the National Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor reserves the right to loan such funds to the National Marketing

Fund on any terms Franchisor determines. Franchisor may also utilize the National Marketing Fund to reimburse itself for administrative expenses incurred in administering the National Marketing Fund. An unaudited annual financial statement of the National Marketing Fund will be prepared within one hundred twenty (120) days of the close of Franchisor's fiscal year and will be available to Franchisee upon request.

10. CONSTRUCTION AND MAINTENANCE OF BUSINESS

- **Business Construction**

  Franchisee must locate Premises, to be approved by Franchisor, and equip the Business, at Franchisee's expense, in a good and workmanlike manner as specified by Franchisor. All construction or conversion work must be completed in accordance with the standards and specifications of Franchisor, and must conform to all applicable zoning and other requirements of local authorities. Construction or conversion must begin within one hundred twenty (120) days from the effective date of this Agreement, unless such date is extended at the sole discretion of the Franchisor. Franchisor will approve or disapprove of the plans submitted by the Franchisee within fifteen (15) days of submission. The Franchisor reserves the right to require that the Franchisee use the services of a contractor selected by the Franchisor for the purpose of completing any construction or conversion at the Premises. The Business must be prepared to commence full retail operations and implementation of the System at the Premises, with all equipment, inventory, staffing, etc. completed and in place, on or before that date which is six (6) months from the effective date of this Agreement, unless such date is extended at the sole discretion of the Franchisor.

- **Property**

  Franchisee may purchase or lease the required real property and improvements comprising the Premises from any source upon terms approved by Franchisor in writing. Proposals for location of the Business must be submitted to Franchisor within sixty (60) days of the execution of this Agreement, or this Agreement will automatically terminate, unless such date is extended at the sole discretion of the Franchisor. Franchisee must deliver to Franchisor any traffic, competition, and demographic and similar location information relating to any proposed site that Franchisor reasonably requests, for review at least fifteen (15) days before any proposed lease signing date. Franchisee must also deliver to Franchisor a copy of the proposed lease, and an option to assume the lease signed by the lessor in favor of Franchisor, in a form acceptable to Franchisor. Signing of any premises lease by the Franchisee is subject to the Franchisee obtaining written approval from the

Franchisor of the terms of the lease prior to the signing of the lease by the Franchisee, and/or prior to any commitment entered into by the Franchisee whereby the Franchisee becomes committed to enter into the premises lease. If the Franchisor assists Franchisee in negotiating the lease, or negotiating Franchisor's required option to assume the lease, and/or the lease riders set forth in section 10.03 below, the Franchisor may charge Franchisee a lease negotiation fee. Franchisor will provide Franchisee with standard sample floor layouts and architectural plans, but all final plans must be approved by Franchisor.

- **Lease Riders**

  If Franchisee leases the Premises, the lease must contain the following provisions:

  - on termination of this Agreement for any reason, Franchisor or its designee will have the option for thirty (30) days to assume Franchisee's remaining lease obligations without accruing any liability regarding the lease prior to the effective date of any such assumption; or Franchisor will have the right to execute a new lease for the remaining term on the same terms and conditions;
  - all notices of default to Franchisee under the lease must be sent contemporaneously to Franchisor;
  - in the event Franchisee defaults under the lease, Franchisor or its designee will have an opportunity, but not the obligation, to cure such default and to assume Franchisee's remaining obligations under the lease, but will not have any obligation to do so; and
  - Franchisor shall be granted the right to receive an assignment of the leasehold interest from Franchisee upon termination or expiration of the initial term or any renewal term, or any termination of Franchisee, and the right to reassign the lease; and
  - a provision reserving to Franchisor the right, at Franchisor's sole and absolute election, to assume the obligations of the Franchisee without becoming liable on the existing charges or liabilities related to any default in lease obligations by the Franchisee, and to lease without further approval from the landlord or additional charge.

- **Maintenance and Upgrades**

  Subject to the terms of this Section, Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Business's physical facilities, including the layout of furnishings and fixtures. Franchisee must maintain the Business and any parking areas in good and safe condition, as specified in the Manual. Franchisee must remodel or upgrade the Business at its own cost in accordance with Franchisor's reasonable standards and requests.

11. RECORDS AND REPORTS

- **Records**

  Franchisee must keep and transmit complete and accurate Business Records on a current basis relating to the Business in the form, time, and manner that Franchisor prescribes. Franchisee must provide Franchisor with all hard copies, and access to electronic reports, as reasonably prescribed. Franchisee must maintain an accounting system which accurately reflects all operational aspects of the Business, including uniform reports as may be required by Franchisor. Franchisee must submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research data on any operational aspect of the Business. Franchisor reserves the right to require that Franchisee make available its sales records and files by way of an Internet connection. Business Records will specifically also include:

    - tax returns;
    - daily reports;
    - statements of Gross Revenues and expenses, to be prepared each month for the preceding month;
    - profit and loss statements, to be prepared at least quarterly and by an independent Certified Public Accountant annually; and
    - balance sheets, to be prepared at least annually by an independent Certified Public Accountant.
    - Franchisee must keep accurate records relating to the franchised Business for a period of three (3) years after the termination or expiration of this Agreement.

- **Records Standards**

  Franchisee must prepare all financial reports in accordance with generally accepted accounting principles, consistently applied, in a form approved by Franchisor. Franchisee must periodically deliver to Franchisor copies of accounting, tax and other documents and information, within ten (10) business days of Franchisor's requests. Franchisee must provide Franchisor with a copy of its annual financial statements including a profit and loss statement and a balance sheet containing complete notes and disclosures. Such statements must be compiled by an independent Certified Public Accountant, and be delivered to Franchisor within ninety (90) days after Franchisee's fiscal or calendar year end, as the case may be.

- **Audits**

Franchisee must provide Franchisor or its agent's access to Franchisee's Business and computer systems to examine or audit Franchisee's Business, at any reasonable time without notice. Franchisor will bear the cost of the audit, unless Franchisee fails to report as required or understates Gross Revenue by two percent (2%) or more for any reported time period, in which case Franchisee will pay the audit cost plus interest on understated costs of one percent (1%) per month or the maximum amount permitted by law. Franchisee must immediately pay to Franchisor all sums owed in addition to any other remedies provided in this Agreement or by law.

12. FRANCHISEE'S DUTIES

- **Compliance with Applicable Laws**

  Franchisee agrees to (i) comply with all applicable laws, ordinances and regulations or rulings, or licensing requirements, of every nature whatsoever which in any way regulate or affect the operation of its business, (ii) pay promptly all taxes and business expenses, and (iii) comply with all laws covering occupational hazards, accommodations for the disabled, including without limitation, the Americans with Disabilities Act, if applicable, health, workers' compensation insurance and unemployment insurance. Franchisee agrees, at its expense, to modify its Business, if necessary, to comply with any such applicable laws or regulations. Franchisee shall not engage in any activity or practice that result in, or may reasonably be anticipated to result in, any public criticism of the Franchisor's system or any part thereof. The Franchisee shall indemnify and hold the Franchisor harmless from and against any and all claims of any authority with regard to such compliance issues. Additionally, to the extent any claim may be made by any such authority relating to any claimed violations relating to the conduct of the business, the Franchisee shall immediately take all steps necessary to address and resolve all such claims, and to continue to conduct the business in full accord with all such laws, rules, regulations and standards.

- **System Compliance**

  Franchisee must comply with the System, the Operations Manual, systems, procedures and forms that are in effect from time to time. All mandatory specifications, standards, and operating procedures prescribed by Franchisor in the operations Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. Accordingly, all references in this Agreement to Franchisee's obligations under this Agreement, including those relating to the Business, equipment, software, procedures, products and materials, shall include such mandatory specifications, standards, and operating procedures. Franchisor may require Franchisee to add additional products or concepts to the Business in the future, at Franchisee's expense.

- **Uniformity and Image**

  In order to maintain uniform standards of quality, appearance, and marketing, Franchisee agrees and understands that it is essential that Franchisee conform to Franchisor's standards and specifications. Franchisee will manage its own operations and employees.

- **Operations**

  Franchisee must operate the Business in accordance with the System and Manual, as amended by Franchisor in Franchisor's discretion. Franchisee, or a fully trained, qualified and approved manager, must participate personally and full-time in the Business.

- **Right of Entry and Inspection**

  Franchisee must permit Franchisor or its authorized agent or representative to enter the Premises during normal business hours and to reasonably inspect the operations of the franchised Business. Without any liability to Franchisee, Franchisor may confiscate any materials which Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Franchisee and its employees rendering services, to confer with Franchisee's customers and to generally review the Business operations for compliance with the standards and procedures set forth in the this Agreement, and in the Operations Manual.

- **Restrictions on Services and Products**

  Franchisee is prohibited from offering or selling any services or products not authorized by Franchisor as being a part of the System. Franchisee shall purchase all products, equipment, services, supplies and materials required for the operation of the Business from suppliers designated or approved by Franchisor. However, if Franchisee proposes to offer, conduct or utilize any services, products, materials, forms, items, supplies or services for use in connection with or sale through the Business which are not previously approved by Franchisor as meeting its specifications, Franchisee shall first request approval in writing from Franchisor. Franchisor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval; however, in order to make such determination, Franchisor may require submission of specifications, information or samples of such products, services, materials, forms, items or supplies. Franchisor will advise Franchisee within a reasonable time whether such products, services, materials, forms, items or supplies meet its specifications. Approved product descriptions and supplier contact information are prescribed in the Manual. If there is no designated or approved supplier for particular items, Franchisee may purchase from suppliers approved in advance by Franchisor who meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Business.

- **Limitations on Supply Obligations**

  Nothing in this Agreement shall be construed to be a promise or guarantee by Franchisor as to the continued existence of a particular product or service, nor shall any provision herein imply or establish an obligation on the part of Franchisor and/or its affiliates to sell products to Franchisee if Franchisee is in arrears on any payment to Franchisor or its affiliates, or otherwise in default under this Agreement. If Franchisee fails to pay in advance or as other terms require in full for each shipment of products purchased, Franchisor or its affiliates shall not be obligated to sell products, or to provide services, to Franchisee. In addition, Franchisor may impose interest on any late payments on the terms described in Section 5.05.

- **Insurance**

  Franchisee must keep in force insurance policies as prescribed by Franchisor in the Manual by an insurance company acceptable to Franchisor at all times during the term of this Agreement and any renewals. Insurance coverage must include general liability, combined single limit, bodily injury and property damage insurance for premises operations, products liability and all other occurrences against claims of any person, employee, customer, and agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by Franchisor from time to time. Insurance policies must insure both Franchisee and Franchisor, its officers and directors, as an additional named insured against any liability which may accrue against them by reason of the ownership, maintenance or operation by Franchisee of the Business. The policies must also stipulate that Franchisor shall receive a thirty (30) day prior written notice of cancellation. Original or duplicate copies of all insurance policies, certificates of insurance or other proof of insurance acceptable to Franchisor shall be furnished to Franchisor together with proof of payment within thirty (30) days of issuance thereof. In the event Franchisee fails to obtain the required insurance and keep the same in full force and effect, Franchisee shall pay Franchisor upon demand the premium cost thereof as an additional amount due under this Agreement, which Franchisor shall then forward to the insurance carrier. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement pursuant to the provisions of this Agreement. Franchisee will also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance.

- **Appearance and Customer Service**

  Franchisee shall ensure that its personnel (i) maintain a clean and attractive appearance, (ii) give prompt, courteous and efficient service to the public, and (iii) otherwise operate the Business in strict compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee may not alter, change, or modify the System, including the Business or products, in any way without the prior written consent and approval of Franchisor.

- **Signs**

  All signs to be used on or in connection with the Business must be approved in writing by Franchisor prior to their use by Franchisee.

- **Training**

  Franchisee or its designated Manager must complete Franchisor's initial training program described in Section 8.04 above. Franchisee shall train its employees according to standards and procedures established by Franchisor.

- **Correction of Defects**

  Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Business, Franchisee shall correct immediately any such items. Franchisee shall establish and maintain an image and reputation for the Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep its Business clean and in good order and repair at all times.

- **Indemnification**

  Franchisee agrees to indemnify, defend and hold harmless Franchisor, its parent corporation, its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees against all claims and liabilities directly or indirectly arising out of the operation of the Business or arising out of the use of the Marks and System in any manner not in accordance with this Agreement. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

- **Computer Systems**

  Franchisee must acquire, maintain, and upgrade computer, information processing and communication systems, including all applicable hardware, software, and Internet and other network access providers, and Web site vendors, as prescribed in the Manual. Franchisee must comply with any separate software or other license agreement that Franchisor or its designee uses in connection with providing these services.

- **Computer Problems, Viruses, and Attacks**

  Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor has taken reasonable steps so that these problems will not materially affect the System. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

- **Hazardous Materials**

  Franchisee must not cause or permit any toxic or hazardous waste, substances, or materials, as defined under applicable government laws and regulations to be used, generated, stored or disposed of near, on, under, about or transported to or from the Premises or any of Franchisee's vehicles except as necessary for Franchisee's operation of the franchised Business and in accordance with the Manual and applicable Federal, State and local laws. Franchisee shall conduct such permissible hazardous materials activities in strict compliance, and at Franchisee's expense, with all applicable federal, state, and local laws, rules and regulations now or hereafter in effect and using all necessary and appropriate precautions. Franchisor will not be liable for any of these activities. Franchisee must provide Franchisor with a copy of all hazardous materials inventory statements and updates filed by any governmental agency or regulation and must immediately notify Franchisor both by telephone and in writing of any spill or unauthorized discharge of hazardous materials or of any conditions constituting an imminent hazard.

13. DEFAULT AND TERMINATION

- **Termination by Franchisee**

  Franchisee may terminate this Agreement if Franchisor violates a material provision of this Agreement as set forth hereafter, .and Franchisor fails to remedy or to make substantial progress toward curing the violation within ninety (90) days after receiving written notice from Franchisee detailing the alleged default. If Franchisee terminates this Agreement under this provision, Franchisee must follow the termination procedures as set forth below.

- **Termination by Franchisor**

  Subject to any applicable law which may be to the contrary, Franchisor may, at its option, terminate this Agreement before its expiration as set forth below:

- **With Notice of 30 Days**

  This Agreement and the relationship created hereunder will terminate thirty (30) days after Franchisor gives written notice to Franchisee and Franchisee fails to cure the defect within the 30-day period, in the event that:

  - Franchisee fails or refuses to maintain and operate the Business in compliance with this Agreement, the System, or the Manual;
  - Franchisee fails to pay suppliers in a timely manner for obligations under this Agreement;
  - Franchisee fails to comply with any material federal, state, or local law or regulation applicable to the operation of the Business; or
  - Franchisee is in breach of any other term, condition, or provision of this Agreement, with the exception of those defaults identified in section 13.02(b) below, for which breach termination shall be immediate.

- <u>**Immediate Termination with Notice**</u>

This Agreement and the relationship created hereunder will immediately terminate upon the giving of notice to the Franchisee by the Franchisor in the event that:

- Franchisee misrepresented or omitted material facts which induced Franchisor to enter into this Agreement;
- Franchisee fails to complete the required initial training or has failed to designate an acceptable site in a timely manner pursuant to Section 10;
- Franchisee fails to pay Franchisor any payment due under this Agreement within five (5) days of its due date;
- A permanent or temporary receiver or trustee for the Business, or all or substantially all of Franchisee's property, is appointed by any court, or any such appointment is consented to or not opposed through legal action by Franchisee, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made on the license or related to the rights granted hereunder to the Franchisee, or an attachment or lien remains on the Business for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee, and Franchisor is so advised in writing;
- Franchisee loses possession or the right of possession of all or a
    - significant part of the Business through condemnation, casualty, lease
    - termination or mortgage foreclosure, and the Business is not relocated or
    - reopened as provided for herein;
- Franchisee contests the validity of, or Franchisor's ownership of, any of the Marks in any court or proceeding;
- Franchisee attempts to make, or makes, an unauthorized Transfer;
- Franchisee is a business entity, and any action is taken which purports to merge, consolidate, dissolve or liquidate the entity without Franchisor's prior written consent.
- Franchisee voluntarily abandons or ceases operation of the Business for more than five (5) consecutive days; or
- The Franchisee, or any owner of greater than twenty percent (25%) of
    - the Franchisee entity or operator is charged or convicted of a felony, a
    - crime involving moral turpitude, or any crime or offense that is

- reasonably likely, in the sole opinion of the Franchisor, to materially and
- unfavorably affect the continuing operation of the franchise, or then
- Franchisor’s System, Marks, goodwill or reputation.

- **Effect of Termination**

  Upon any termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non- competition, confidentiality, and indemnity, will remain in effect, and Franchisee must immediately:

  - promptly pay all amounts owed to Franchisor under this Agreement or otherwise based on the operation of the Business through the effective date of termination;
  - return to Franchisor all copies of the Manual, and deliver to the Franchisor all client lists, records, files, instructions, brochures, advertising materials, agreements. Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items;
  - cancel or assign within five (5) days all registrations relating to its use of any of the Marks, in Franchisor's sole and absolute discretion. Franchisee must notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of the Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and must authorize their transfer to the Franchisor or any new franchisee as may be directed by the Franchisor. The Franchisee acknowledges as between the Franchisor and the Franchisee, that the Franchisor has the sole rights to, and interest in, all numbers, addresses, domain names, locators, directories and listings used by Franchisee to promote the System. The Franchisee hereby irrevocably appoints the Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Such appointment is evidenced by Exhibit 3;
  - cease doing business under any of the Marks, cancel any assumed name registration that includes any of the Marks, assign all domain names and Internet directory listings that contain the Marks to Franchisor, and refrain from identifying itself as related in any way to the Franchisor, its Marks or System;
  - allow Franchisor or its representatives full and immediate access to the Business and the computer systems to verify and secure Franchisee's compliance with the obligations under this Agreement, and to secure and implement the other rights of the Franchisor;

- abide by the terms of the required non-competition covenant, and take all steps reasonably necessary to insure that all individuals who have executed agreements relating to such non- competition, and confidentiality, agreements, comply with the terms of such agreements.

- **Failure to Cease or Remove Identification**

  In the event Franchisor does not elect to take possession of the Business Premises, if, within thirty (30) days after termination of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Business which are identified or associated with the System, Franchisor may, without liability to Franchisee or any other third party, enter the Business to effect removal; and Franchisee shall release, indemnify and hold harmless Franchisor from any liability related thereto. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials. If, within thirty (30) days after termination Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, for the purpose of amending or terminating all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

- **Other Claims**

  Termination of this Agreement will not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination.

14. TRANSFER

- **Prohibited Acts**

  Any unauthorized Transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void, a breach of this Agreement, and grounds for termination of this Agreement by Franchisor.

- **Transfer by Franchisor**

  Franchisor's obligations under this Agreement are not personal, and Franchisor may unconditionally assign and transfer, in its sole and absolute discretion, this Agreement to another person or business entity at any time. Franchisor does not need permission of Franchisee for the transfer, and may transfer free of any responsibility or liability whatsoever to the Franchisee, provided the transferee assumes the Franchisor's material obligations. Franchisor may also:

- sell or issue its stock, other ownership interests, or assets, whether privately or publicly;
- merge with, acquire, or be acquired by another entity, including an entity that competes directly with Franchisee; or
- undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

- **Transfer by Franchisee**

  Franchisee's obligations under this Agreement are personal, and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way without the prior express written approval of Franchisor.

- **Conditions for Transfer or Assignment**

  No Transfer of this Agreement will be approved by Franchisor or be effective unless and until:

  - Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at the time Franchisee requests permission to assign this Agreement, or at the time of the assignment;
  - Franchisee has settled all outstanding accounts with Franchisor, and Franchisee, and every principal of Franchisee's entity, have executed a general release of Franchisor and all principals of Franchisor from all claims that may be brought by Franchisee or any principal;
  - Franchisee pays to the Franchisor a fee per business premises/store to transfer the Business (the "Transfer Fee") in the amount of $5,000.00 if the buyer is also an existing franchisee and $15,000 if the buyer is a new IFAR franchisee. It is understood and agreed that such fee is intended to cover the Franchisor's costs related to the proposed transfer, whether or not the transfer is approved of, completed, or the Franchisor elects to exercise its rights of first refusal provided in section 14.08 hereafter. Such fee shall be non-refundable, and submitted to the Franchisor at the time the documentation required to be provided in accordance with section 14.08 of this Agreement is provided to the Franchisor by the Franchisee.
  - The seller and proposed transferee will execute a Request for Assignment and a separate franchise agreement with Franchisor, using the then-current form of franchise agreement;

    - The proposed transferee pays for, attends, and satisfactorily completes the training program for new franchisees unless:
        - the transferee is a current franchisee in good standing in the System, or
        - the transferee is and has been a manager for a period of one year or more of a Business in good standing;
        - the individual proposed transferee, or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee, each execute a personal guarantee, jointly and severally guaranteeing the performance of the proposed transferee's obligations;
        - the proposed transferee demonstrates to Franchisor's satisfaction that it, in all respects, meets Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the franchised Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as it may reasonably require. Because of the confidential information available to a franchisee, no assignment to a competitor of the System will be permitted;

- **Change of Ownership**

  If Franchisee is a corporation the stock of which is not traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), then the following shall constitute an assignment for all purposes of this Agreement: (i) the merger, consolidation or reorganization of such corporation and/or (ii) the sale, issuance, or transfer, cumulatively or in one transaction, of any voting stock/units, by Franchisee of this Agreement or the members of record as of the date of this Agreement, which results in a change in the voting control of Franchisee, except any such transfer by inheritance or testamentary disposition to Franchisee's heirs at law. If Franchisee is a joint venture, partnership or other association, then for all purposes, the sale, issuance or transfer, cumulatively or in one transaction, of either voting control or of a twenty-five percent (25%) interest, or the termination of any joint venture, partnership or other association, shall constitute an assignment, except in the case of any such transfer by inheritance or testamentary disposition to a Franchisee's or other franchise owner's heirs at law.

- **Transfer to an Entity**

  Notwithstanding anything to the contrary, Franchisee may Transfer its rights and obligations under this Agreement without Franchisor's consent, to an entity in which Franchisee owns one hundred percent (100%) of the outstanding stock, provided:

  - Franchisee remains on the Agreement as a party, and the entity is added as a co-party and agrees to comply with all terms and conditions of this Agreement;
  - Franchisee, or Franchisee's operational partner or controlling shareholder, or Manager approved by Franchisor, continues to devote full time and best efforts to manage the daily operations of the Business;
  - the entity's activities are confined exclusively to operating the franchised Business; and
  - the entity assumes joint and several liability with Franchisee.

- **Death of Franchisee**

  Upon the death of an individual Franchisee, the rights granted by this Agreement may pass (without payment of any Transfer Fee) to the next of kin or legatees, provided that:

  - The Business continues to be operated in full compliance with the requirements established in this Agreement;
  - Franchisee's legal representatives, within one hundred twenty (120) calendar days of Franchisee's death, apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor will not unreasonably withhold permission consenting to the transfer of the Business and franchise to such next of kin or legatee, so long as the proposed transferee(s) meet each of the then-current requirements of franchisees and./or otherwise agrees to all terms and conditions of this Agreement. The Franchisor and the representatives of the Franchisee's estate agree to work cooperatively with regard to any such transfer. During the period when such process is being implemented, the Franchisee, or the estate of the deceased franchisee, as the case may be, shall remain in full compliance with the Franchisee's obligations hereunder, and be subject to termination in accordance with the terms of this Agreement for failure to do so.

- **Right of First Refusal**

  Franchisee grants Franchisor the right to purchase the Business on the same terms and conditions specified in a bona fide written agreement between Franchisee and a qualified third party transferee. Within three (3) business days after receipt of the bona fide and executed written agreement between the Franchisee and the prospective transferee, Franchisee must forward a full copy of the executed agreement between the Franchisee and the proposed transferee to Franchisor. Franchisor will then have access to all Franchisee's Business Records in order to evaluate the offer. Within a period of thirty (30) days after receipt of the signed copy of the fully executed agreement, the Franchisor may inform the Franchisee in writing of Franchisor's intent to exercise its right of first refusal to purchase the Business upon the same terms and conditions as have been agreed to between the Franchisee and the transferee, except that the Franchisor shall have period of thirty (30) days after the exercise of its right of first refusal to complete the closing process.

- **Election of Right / Set Offs**

  If Franchisor elects to exercise its option to purchase under this Agreement, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any.

- **Rights After Refusal**

  If Franchisor does not exercise its right to purchase within the required timeframe, Franchisee may transfer the Business to the third party, but not at a lower price or on more favorable terms or different terms than disclosed to Franchisor in writing. Such transfer remains fully subject to Franchisor's prior written approval and other conditions as specified in this Agreement regarding such transfers. If Franchisor does not transfer the franchised Business to the transferee on the same terms, pursuant to the same agreement that has been provided to the Franchisor pursuant to section 14.08 of this Agreement, and under the same time period offered to Franchisor, then Franchisee must again extend the right of first refusal to Franchisor in the manner described above, before another desired transfer.

15. GENERAL PROVISIONS

- **Covenants Not to Compete**

  During the term of this Agreement and for a period of two (2) years after termination, transfer, or expiration of this Agreement for any reason, neither Franchisee, nor any persons associated with the Franchisee, including owners, managers, employees (to the extent permitted by applicable law), shareholders or members of limited liability companies (or their equivalent) owing an interest of twenty five (25%) or more in such entity, agents, or as otherwise identified herein, or persons who may have entered into agreements of confidentiality or noncompetition with the Franchisor, may participate directly or indirectly, or serve in any capacity, in any business engaged in the sale of services or products the same as, similar to, or competitive with, the System. It shall be the obligation of the Franchisee identified herein to obtain separate agreements from each of Franchisee's owners, directors, members, managers, employees (to the extent permitted by applicable law), shareholders holding in excess of twenty five (25%) of the shareholding interests in the Franchisee entity, or agents prior to the commencement of the franchise, or prior to the retention or employment of any manager, employee or agent of the Franchisee, further confirming such person's knowledge of and agreement to comply with the provisions of this covenant not to compete. This covenant not to compete applies to each such person or entity:

- during the term of this Agreement;
- for a period of two (2) years after termination of this franchise relationship within a ten (10) mile radius from the boundary of Franchisee's Protected Territory, and within ten (10) miles of the boundaries of any territory either now or hereafter granted to any franchised store of the Franchisor, and any Franchisor-owned or affiliated company-owned premises:
- on the Internet; and
- on any other Multi-Area Marketing channels used by Franchisor.

The Franchisee understands and expressly agrees that this covenant not to compete is given in part in consideration for training and access to Franchisor's Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Franchisee an unfair advantage over Franchisor and Franchisor's franchisees and affiliates. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement. To the extent any portion of this Covenant not to Compete is deemed overbroad or in any way unlawful or unenforceable, it shall be deemed amended and interpreted to the maximum extent permitted under the law, and/or shall be so amended so to be in compliance with and enforceable pursuant to applicable law pursuant to the dispute resolution provisions of this Agreement.

In the event any person or party contests the enforceability of this covenant not to compete: (i) the covenant shall be fully enforced and complied with during the pendency of any such dispute; (ii) the term of the covenant not to compete shall thereafter commence upon the final determination of the enforceability of such covenant not to compete if it is found to be enforceable.

- **Stock Ownership**

  Nothing in this Section will prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of Sections 11 or Subsection 14(d) of the Securities Exchange Act of 1934.

16. DISPUTE RESOLUTION

The Parties agree to the following dispute resolution provisions:

- **Mediation**

  Except as otherwise provided herein, before initiating any litigation or arbitration with respect to any dispute arising out of or under this Agreement, the Parties agree to first participate in non- binding mediation in Raleigh, North Carolina, provided, however, that nothing in this Section shall prohibit a Party from seeking a preliminary injunction, temporary restraining order, or other extraordinary relief as otherwise provided, or from commencing arbitration proceedings for the purpose of tolling any statute of limitations, or otherwise reserving any of its legal or equitable rights. Except as set forth herein, the mediation shall be in accordance with the International Institute for Conflict Prevention & Resolution (CPR) mediation procedures. Mediation shall be initiated by one (1) Party by the submission to CPR of a written request for mediation, which shall contain the mediation requirements provided for in this Agreement, and shall satisfy the requirements of the applicable CPR Rules, a copy of which request shall be delivered to each of the other Party. Unless otherwise mutually agreed, mediation shall commence within two (2) weeks after the selection of the mediator. Mediation shall continue until the Parties agree to terminate the process, the mediator determines that the process is not working (i.e., has reached an impasse), or ten (10) business days have elapsed since the commencement of mediation and the Parties do not by mutual agreement extend the process. Under no circumstances may the mediation process last for a period of longer than forty-five (45) days after commencement of the process, unless agreed otherwise in writing by the Parties. Any recommendation or decision by the mediator shall be non-binding. The fees and expenses of the mediator shall be shared equally by the Parties, and each Party shall bear its own costs otherwise. In the event the dispute is not resolved through mediation under this Section, either Party may proceed immediately to litigation and/or arbitration concerning the dispute. Each Party hereby agrees that all statements made in the course of mediation shall be strictly confidential, and shall not be disclosed to or shared with any third parties, other than the mediator. Each Party also agrees that any documents or data specifically prepared for use in good faith negotiations and/or mediation shall not be disclosed to or shared with any third party except those parties whose presence is necessary to facilitate the mediation process. All such documents shall be un-copied, and shall be returned to the other Party upon the conclusion of the mediation. Each Party agrees and acknowledges that no statements made in, or evidence specifically prepared for mediation shall be admissible for any purpose in any subsequent proceedings.

- **Arbitration**

  Any and all disputes or controversies between or among the Parties to this Agreement which have not been resolved pursuant to the provisions of 16.01 above, including, without limitation, any disputes or controversies based on, arising out of, or in any way related to this Agreement, or any agreements ancillary to this Agreement, will be resolved in accordance with the rules for Non-Administered Arbitration of the International Institute for Conflict Prevention & Resolution ("CPR"). A single arbitrator shall be appointed pursuant to those Rules, and the decision of the arbitrator shall be final and binding upon the Parties, and either Party shall have the right to seek to enforce judicially any order or award which may be issued by the arbitrator in a court of competent jurisdiction. The arbitrator shall have the power to order discovery on the basis of what is likely to produce material and relevant information in the proceeding. The prevailing Party in any such arbitration proceeding shall be entitled to receive full reimbursement for all attorneys' fees and costs reasonably incurred by the prevailing Party with regard to the arbitration proceedings, not to include reimbursement for any fees or costs attributable to mediation proceedings. Each Party must submit or file any claim that would constitute a compulsory counterclaim (under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not so submitted will be forever barred.

- **Interim Relief**

  Except as expressly provided herein, the claims of any Party seeking temporary, preliminary, permanent or any other form of mandatory or prohibitory injunctive relief, or any other extraordinary remedy, shall be submitted in the arbitration proceedings to be conducted pursuant to this Section, it being acknowledged that such relief is available in such proceedings when appropriate. The Parties agree to each use their best efforts to expedite consideration of any form of preliminary injunctive requests which may be made in such proceedings.

- **Venue**

  Any proceeding sought to be brought by either Party, including judicial proceedings, mediation and arbitration proceedings provided for herein, shall be brought in Raleigh, North Carolina. The Parties hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. The exclusive choice of jurisdiction and venue does not preclude or restrict the ability of the Parties to confirm or enforce arbitration awards in any appropriate jurisdiction.

- **No Punitive or Exemplary Damages**

  The Parties each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it, including reasonable legal fees and costs as may be otherwise provided for in this Agreement.

- **Applicability**

  This dispute resolution section applies to claims by and against all parties and their affiliates, successors, owners, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement, except as stated above. This dispute resolution clause shall survive the termination or expiration of this Agreement.

- **Governing Arbitration Law**

  Notwithstanding any choice of law provision of this Agreement, all issues relating to arbitration or the enforcement of the agreement to arbitrate contained in this Agreement are governed by the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the U.S. federal common law of arbitration. This federal act preempts any state rules on arbitration, including those relating to the site of arbitration. Judgment on an arbitration award, or on any award for interim relief, may be entered in any court having jurisdiction, and will be binding.

- **Governing Law/Consent to Venue and Jurisdiction**

  Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the state of North Carolina, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of North Carolina, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers, directors, managers or partners (collectively, "Franchisee Affiliates") and Franchisor, its parent, subsidiaries or affiliates and their respective officers, directors and sales employees (collectively, "Franchisor Affiliates") the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of North Carolina, regional office of the American Arbitration Association (AAA) having jurisdiction or supervisory responsibility for the state of North Carolina, and each party waives any objection they may have to the personal jurisdiction of or venue in such locale. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliates each waive their rights to a trial by jury.

- **Limitations on Actions**

  Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

17. RELATIONSHIP OF THE PARTIES

- **Independent Contractor**

  Franchisee is an independent contractor and is not an agent, partner, joint venturer, or beneficiary of Franchisor, nor is Franchisor a fiduciary of Franchisee. Neither party will be bound or obligated by the other, except as set forth in this Agreement. Franchisee may not act as an agent in the Franchisor's name or on behalf of the Franchisor for any purpose whatsoever.

- **Operations and Identification**

  Franchisee must conspicuously identify itself in all dealings with the public as "independently owned and operated" separate from Franchisor. Franchisee's employees are employees of the Franchisee alone and are not, for any purpose, considered employees under the control of Franchisor. Notwithstanding any contrary provision in this Agreement, Franchisor will not directly control (hire, fire, direct, schedule, supervise, or discipline) Franchisee's employees. Franchisor and Franchisee must file separate tax, regulatory, and payroll reports for each party's own operations, and must indemnify the other for any liability arising from the other's reports.

18. MISCELLANEOUS

- **Entire Agreement**

  This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations.

- **Modification**

  No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee. However, the Manual may be periodically modified by Franchisor and shall be fully enforceable against Franchisee.

- **Waiver**

  Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

- **Severability**

  If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect to the fullest extent as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the fullest extent that they are valid and enforceable.

- **Conflict with Local Law**

  If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required such that the provision can be enforced to its fullest extent. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

- **Section Headings**

  Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

- **Legal Costs**

  If either party institutes a legal proceeding, including court proceedings or arbitration, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with such action. Such reimbursement obligation shall not include costs related to mediation proceedings.

- **Obligations**

  Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

- **Continuation of Agreement**

  The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity. This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties.

- **Delivery**

  All notices and other communications required by this Agreement must be in writing and must be delivered in person, sent by Federal Express or U.S. Mail overnight delivery, or by registered or certified mail, return receipt requested, or in any other manner Franchisor may designate. Communications sent to Franchisor must be sent to the attention of Shipman Northcutt, Chief Executive Officer, at 1104 Federal House Avenue, Wake Forest, NC 27587 or at any other address we designate in writing. Communications to Franchisee will be sent to Franchisee at Franchisee's last known business address, or at any other address Franchisee designates in writing. Any notice is considered given and received, when delivered in person, or on the third business day following the mailing, if mailed.

- **Joint and Several Liability**

  If two or more persons or entities or any combination sign this Agreement, each will have joint and several liability. All owners and controllers of an entity or association which comprise the Franchisee are jointly and severally liable for the obligations of the Franchisee under this Agreement.

- **Cumulative Remedies**

  Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

- **Set Off**

  Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

- **Completion of Agreement**

  The parties agree to acknowledge, execute and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out this Agreement.

19. ACKNOWLEDGEMENT

(Please initial) _______

By signing this Agreement, Franchisee acknowledges that:

FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE IFAR / GORILLA BRANDS, LLC SYSTEM, AND RECOGNIZES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISK, AND WILL LARGELY DEPEND UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON; AND

(Please initial) _______

FRANCHISOR HAS NOT GIVEN AND FRANCHISEE HAS NOT RECEIVED ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTY REGARDING POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT; AND

(Please initial) _______

FRANCHISEE IS NOT A PARTY TO OR SUBJECT TO AGREEMENTS THAT MIGHT CONFLICT WITH THE TERMS OF THIS AGREEMENT AND AGREES NOT TO ENTER INTO ANY CONFLICTING AGREEMENTS DURING THE TERM OR ANY RENEWAL TERMS; AND

(Please initial) _______

FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION WITH APPLICABLE EXHIBITS AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. AND, FRANCHISEE HAS RECEIVED A COPY OF THE COMPLETE GORILLA BRANDS, LLC FRANCHISE AGREEMENT AT LEAST SEVEN (7) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (IF REQUIRED UNDER

APPLICABLE LAW AS A RESULT OF FRANCHISOR MAKING UNILATERAL CHANGES TO THE AGREEMENT).

20. ACKNOWLEDGEMENT – SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement on the day and year first above written.

FRANCHISOR: GORILLA BRANDS LLC

Signed By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

FRANCHISEE

IF INDIVIDUAL(S):

Signature: ________________________________

Name: ________________________________

Date: ________________________________

Signature: ________________________________

Name: ________________________________

Date: ________________________________

IF ENTITY:

Name of Entity: ______________________________

Signed By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

NOTE: THIS AGREEMENT MUST BE SIGNED INDIVIDUALLY BY THE PRIMARY REPRESENTATIVE OF FRANCHISEE AND ALL OWNERS. ALL OWNERS OF TWENTY FIVE PERCENT (25%) OR MORE OF THE OWNERSHIP INTEREST OF ANY ENTITY FRANCHISEE SHALL SIGN EXHIBIT 5, THE INDIVIDUAL GUARANTY.

EXHIBIT 1:
FRANCHISE AGREEMENT ADDENDUM

THIS ADDENDUM to the Gorilla Brands LLC, Franchise Agreement (“Agreement”) between Gorilla Brands LLC, (“Franchisor”) and ____ (“Franchisee”), is made effective as of the date of the Franchise Agreement.

a. Franchisee’s Principal Personal or Personal Business address:

____
____.

NOTE: This is not necessarily the address of the franchised business/store, but the address of the home or business address of the Franchisee.

b. Approved Premises; Franchisee’s Business Address or Business Location:

____
____.

If an approved location has not yet been determined, you are responsible for selecting the site within the following search area:

____
____.

c. Upon determination of the approved location, Franchisor will complete and provide to Franchisee the Franchisor’s Approval of Site Location form (“Site Approval Addendum”) (See Exhibit B-2). Approved Location

The Approved Location described in Exhibit 1 shall constitute the Approved Location referred to in Section C. of the Franchise Agreement. Site selection approval by Gorilla Brands LLC shall in no way be deemed a representation, warranty or guaranty of the success of the Store at the Approved Location.

d. The Protected Territory and your franchise site must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

Except as specifically outlined or forbidden in the relevant Franchise Agreement, there are no understandings oral or written concerning the future placement of outlets by any party and concerning any territory protections granted to you.

Signature Page for Franchise Agreement Addendum

FRANCHISOR: GORILLA BRANDS LLC

Signed By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

FRANCHISEE

IF INDIVIDUAL(S):

Signature: ______________________________________

Name: ______________________________________

Date: ______________________________________

Signature: ______________________________________

Name: ______________________________________

Date: ______________________________________

IF ENTITY:

Name of Entity: __________________________________

Signed By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

EXHIBIT 2:

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT SERVICE

I (or We if there are joint owners of the account referenced later in this agreement) will authorize and request Gorilla Brands LLC (the "Company") to obtain payment for all royalty amounts I (we) owe to the Company pursuant to the Franchise Agreement between the Company and me (us), as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, and date on or immediately after which payment should be deducted from the account will be identified as described below and submitted in a format specified by the Company. In addition, I (we) will authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments as required in a format specified by the Company.

Sample Form for Reference:

PRE-AUTHORIZED DEBIT FORM
IFIXANDREPAIRLLC
Gorilla Brands LLC

We warrant and represent that the following information is accurate:

Franchisee Name and Address

Company Name

Franchisee Name

Street Address
City
State
Zip Code

Email Address
Telephone Number
Fax Number

Name of Franchisee's Financial Institution (the "Processing Institution")

Bank Name

Street Address
City
State
Zip Code

Telephone Number

Fax Number

Franchisee's Bank Account Information

Account Name

Transit Routing Number

Checking Account Number

We undertake to inform the Payee, in writing, of any change in the account information provided in this authorization prior to the next due date of the Pre-authorized Debit (PAD).

Payee Names and Addresses:

IFIXANDREPAIR LLC
11701 Lake Victoria Gardens Ave,
Suite 3106 Palm Beach Gardens, FL 33410

Gorilla Brands LLC
304 Capellan Street,
Wake Forest, NC, 27587

We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against our account, as listed above, (the "Account") in accordance with the applicable Federal and State Statutes and Regulations.

We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization and that all persons signing this Authorization are our authorized signing officers and are empowered to enter this agreement.

We hereby authorize the Payee to issue Pre-authorized Debits (the "PAD") drawn on the Account, for the following purpose:

- Payment of lease fees per terms of sublease agreement
- Payment of royalties per terms of the franchise agreement
- Payment of fees for software licensing/support costs
- Payment of fees for prepaid phone cards or other prepaid products (e products)

We may cancel the Authorization at any time by providing written notice to the Payee.

We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by us to the Processing Institution. Any delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by us.

Unless otherwise agreed to in writing, the Payee will provide to us, at the address provided in Section 1:

- with respect to fixed amount PADs, written notice of the amount to be debited (the "Payment Amount") and the date(s) on which the Payment Amount debited will be posted to our Account (the "Payment Date"), within 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
- with respect to variable amount PADs, written notice of the Payment Date(s), within 10 calendar days before the Payment Date of every PAD; and
- with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by us, no notice is required.
- The Payee may issue PADs monthly in a dollar amount maximum not to exceed the total of the amounts invoiced in accordance with the provisions of Section 8 above.
- We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honoring a PAD issued or caused to be issued by the Payee on the account.
- Revocation of the Authorization does not terminate any contract for goods or services that exists between us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- We may dispute a PAD only under the following conditions:
    - The PAD was not drawn in accordance with the Authorization
    - The Authorization was revoked; or
    - Pre-notification, as required under Section 8 was not received.

We acknowledge that in order to be reimbursed a declaration to the effect that either a, b, or c took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 10 calendar days after the date on which the PAD in dispute was posted to the Account.

We acknowledge that when disputing any PAD beyond the time allowed in this section it is a matter to be resolved solely between us and the Payee, outside the payments system.

We agree that the information contained in the Authorization may be disclosed to Payee's financial institution as required to complete any PAD transaction.

We understand and accept the terms of participating in this PAD plan.

PLEASE NOTE, IFIXANDREPAIR MAY REQUEST A VOIDED CHECK

Date

Authorized Signature

NOTE:
This sample form is presented for reference purposes. The Pre- Authorized Debit authorization form will be provided separately for franchisee to complete and sign.

EXHIBIT 3:

COLLATERAL ASSIGNMENT OF

TELEPHONE NUMBERS, ADDRESSES, AND LISTINGS

THIS ASSIGNMENT is made effective as of the date of the Franchise Agreement., in accordance with the terms of that certain Gorilla Brands LLC Franchise Agreement (the "Franchise Agreement") between

____ ("Franchisee") and Gorilla Brands LLC, a North Carolina limited liability company ("Franchisor"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Gorilla Brands LLC Franchise located at ____ (the "Franchise Business")

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor those certain telephone numbers, addresses, domain names, locators, directories and listings (collectively, the "Numbers, Addresses, and Listings") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business 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, Internet, email, electronic network, directory, and listing entities with which Franchisee has dealt (all such entities are collectively referred to herein as "Provider Companies") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without renewal or extension), Franchisor shall have the right and is hereby empowered to effectuate the Assignment of the Numbers, Addresses, and Listings and, in such event, Franchisee shall have no further right, title or interest in the Numbers, Addresses, and Listings, and shall remain liable to the Provider Companies for all past due fees owing to the Provider Companies on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Numbers, Addresses, and Listings, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Provider Companies to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Provider Companies to assign the Numbers, Addresses, and Listings to Franchisor. If Franchisee fails to promptly direct the Provider Companies to assign the Numbers, Addresses and Listings to Franchisor, Franchisor shall direct the Provider Companies to effectuate the assignment contemplated hereunder to Franchisor.

The parties agree that the Provider Companies may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Numbers, Addresses, and Listings upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Provider Companies' receipt of such notice from Franchisor or Franchisee.

The parties further agree that if the Provider Companies require that the parties execute the Provider Companies' 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 upon termination or expiration of the Franchise Agreement.

FRANCHISOR: GORILLA BRANDS LLC

Signed By: ____

Name: ____

Title: ____

Date: ____

FRANCHISEE

IF INDIVIDUAL(S):

Signature: ____

Name: ____

Date: ____

Signature: ____

Name: ____

Date: ____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

IF ENTITY:

Name of Entity: ___________________________________

Signed By: ____

Name: ______________________________________

Title: ______________________________________

Date: ____

EXHIBIT 4: STATEMENT OF OWNERSHIP

Franchisee: ____
(name of individual, partnership, corporation, Limited Liability Company/ LLC)

Trade Name:
(if different from above)

Form of Ownership (Check One):

___ **Limited Liability Company**

___ **Corporation**

___ **Individual**

___ **Partnership**

The following information and documents must also be provided to the Franchisor if the Franchisee is other than an individual:

If a **Partnership,** provide the name and address of each partner showing the percentage owned, whether active in management, and indicate the state in which the partnership was formed. Provide a copy of the Partnership Agreement certified by the Secretary of State for the State in which the Partnership was formed.

If a **Limited Liability Company,** provide name and address of each member, and each manager, showing percentage of the LLC owned be each member. Also indicate the state in which the Limited Liability Company was formed. Provide a copy of the LLC Operating Agreement executed by all members of the LLC.

If a **Corporation,** give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each shareholder. Provide a copy of the Articles of Incorporation certified by the Secretary of State for the State in which the corporation was formed, and a copy of the shareholders' agreement signed by each of the shareholders.

Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported within a period of not more than five (5) business days to the Franchisor in writing.

FRANCHISEE:

IF INDIVIDUAL(S):

Signature: ______________________________________

Name: ______________________________________

Date: ______________________________________

Signature: ______________________________________

Name: ______________________________________

Date: ______________________________________

IF ENTITY:

Name of Entity: ____________________________________

Signed By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

EXHIBIT 5:

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATION is made effective as of the date of the Franchise Agreement by the undersigned individual(s).

In consideration of, and as inducement to, the execution of that certain Franchise Agreement of even date herewith (the "Agreement") by Gorilla Brands LLC (the "Franchisor"), each of the undersigned hereby personally and unconditionally:

(a) guarantees to Franchisor, and to its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that "Franchisee" (fill in the name of the partnership, LLC, or corporation) ____ shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

(b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, as may be amended from time to time by Franchisor and Franchisee (without the consent of or notice to any guarantor) both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Notwithstanding clauses (a) and (b) above, a spouse who is also a guarantor hereunder and who becomes widowed and who does not have (and will not obtain) an ownership interest in the Franchisee, the Agreement, or any Franchise Agreement granted hereunder as an owner, co-owner, investor, member, partner, shareholder or like capacity, shall not thereafter be held responsible for any monetary obligations thereafter arising out of the terms and conditions of this Guaranty and Assumption of Obligations unless any such ownership interest is acquired in any manner by the widowed spouse, or the widowed spouse's or deceased spouse's children. Notwithstanding any change in ownership resulting from the death of a spouse, all monetary obligations and liabilities existing at the time of death shall continue to be an obligation of the surviving spouse until such obligations or liabilities shall be paid in full by the estate or by the guarantor spouse. Notwithstanding the limitations set forth above, any and all other non-monetary obligations of the Agreement shall remain an obligation of the surviving spouse.

Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (iii) protest and non-performance of any obligations hereby guaranteed; (iv) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (v) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (i) his/her direct and immediate liability under this guaranty shall be joint and several; (ii) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, the compromise or release of any claims, or any amendment to the Agreement, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (v) any obligations or debt owing from Franchisee to the undersigned shall be subordinate to Franchisee's obligations under the Agreement and this Guaranty.

IN WITNESS WHEREOF, each of the undersigned has hereunto written his/her signature on the same day and year as the Agreement was executed.

GUARANTOR(S):	PERCENTAGE OWNERSHIP IN FRANCHISEE:
Signed: ______________________________ Print Name: ___________________________	______%
Signed: ______________________________ Print Name: ___________________________	______%
Signed: ______________________________ Print Name: ___________________________	______%

Exhibit B-2: Site Approval Addendum

THIS ADDENDUM to the Gorilla Brands LLC, Franchise Agreement ("Agreement") is dated ____________________, 20___ between Gorilla Brands LLC, ("Franchisor") and ("Franchisee").

Gorilla Brands LLC and Franchisee, are parties to a Gorilla Brands LLC Franchise Agreement entered into on ________________, 20___, ("Franchise Agreement") by the terms of which Gorilla Brands LLC has granted to Franchisee the right and license to operate an iFixandRepair or IFAR franchise pursuant to Gorilla Brands LLC system and proprietary marks;

Franchisee has selected and presented a site to Gorilla Brands LLC which has been approved by Gorilla Brands LLC. The parties, agree as follows:

1) Approved Premises or Business Location: ____
____

2) Protected Territory for Approved Premises or Business Location: ____
____

During the term of this Agreement, and any renewals hereof, and so long as Franchisee is in compliance with its obligations, Franchisor will not own, operate, or franchise a fixed location for the operation of another Business within the Protected Area per these guidelines or other, as described below:

_________ Standard retail location, Protected Area designated as follows:

____
____

_________ For a store/kiosk located in a mall, the protected territory consists of the enclosed mall area only.

_________ Other

____
____

3) Franchisee's Representations and Warranties for Leased Site:

a. That the lessor consents to Franchisee's use of such Proprietary Marks and initial signage as IFAR/Gorilla Brands LLC may prescribe for the Store;

b. That the use of the premises be restricted solely to the operation of the Store;

c. That the Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Gorilla Brands LLC's prior written consent;

d. That the lessor provide to Gorilla Brands LLC any and all notices of default under the lease;

e. That Gorilla Brands LLC has the right to enter the premises to cure any default under the Franchise Agreement;

f. That Franchisee shall not be deemed in default under the lease so long as Gorilla Brands LLC commenced efforts to cure a default thereunder by Franchisee within the cure period specified in the Lease and is continuing diligent efforts to cure such default; and

g. That Gorilla Brands LLC's designee have the option, but not the obligation, upon default, expiration, or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of the Franchisee's rights under the lease terms or bank terms, including the right to assign or sublease.

4) Franchisee's Representations and Warranties for Owned Site:

If the Approved Location is owned by Franchisee, Franchisee represents and warrants that it has purchased the real estate upon which the Store is located and has provided Gorilla Brands LLC with a copy of the deed for the real estate.

5) Approved Location:

The Approved Location described above shall constitute the Approved Location referred to in the Franchise Agreement. Site selection approval by Gorilla Brands LLC shall in no way be deemed a representation, warranty or guaranty of the success of the Store at the Approved Location.

6) Franchise Agreement:

This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

Fully executed this _____ day of _________________, 20___.

FRANCHISOR

GORILLA BRANDS LLC

BY:

PRINTED NAME:

TITLE:

FRANCHISEE

IF ENTITY,

ENTITY NAME:

B Y:

PRINTED NAME:

TITLE:

IF INDIVIDUALLY,

SIGNATURE:

PRINTED NAME:

SIGNATURE:

PRINTED NAME:

SIGNATURE:

PRINTED NAME:

Exhibit C: State Administrators and Agents for Service of Process

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. The following pages contain the state agencies which serve as agents for service of process under the franchise disclosure/registration laws. We may not be registered to offer and sell franchises in all of these states.

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Business Oversight: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505 Sacramento: 1515 K Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 San Diego: 1350 Front Street San Diego, CA 92101-3697 (619) 525-4233 San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94105-2980 <u>Toll-Free Number: 1-866-275-2677</u>	Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Chief, Franchise Bureau Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottowa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328	Deputy Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
NEW YORK	Secretary of State of the State of New York 162 Washington Street Albany, NY 12231	Assistant Attorney General Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Franchise Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Director of South Dakota Division of Securities 445 E. Capitol Ave. Pierre, SD 57501 (605) 773-4823	Franchise Administrator Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	Ryan C. Combe Registered Agent 2181 Combe Road Ogden, Utah 84403	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

Exhibit D: Operations Manual Table of Contents

(Approximate Total Number of Pages: 35)

Exhibit E-1:

Franchisees as of December 31, 2016:

Name	Street Address	City	State	Telephone	#
Roy Guignet	3000 Galleria Circle Suite 220,	Hoover	AL	205-267-5349	1
Sam Siniko	14500 W Colfax Ave, K75	Lakewood	CO	303-351-5755	2
Jason' Donahey	5315 Cortez Rd W	Bradenton	FL	941-564-0955	3
Nick Trivedi	9447 W. Atlantic Boulevard	Coral Springs	FL	754-300-5198	4
Nick Trivedi	9447 W. Atlantic Boulevard (Kiosk)	Coral Springs	FL	754-300-5198	5
Teddy Diaz	3800 US Hwy 98 North	Lakeland	FL	863-226-0222	6
JM Spacecoast (Mehmet Alkan)	1700 West New Haven Avenue Suite 711	Melbourne	FL	321-821-9097	7
Gulahmad Gulahmadzade	75 Middlesex Tpke Ste 1079a	Burlington	MA	781-816-9349	8
Gulahmad Gulahmadzade	75 Middlesex Tpke Space T103 (Cart)	Burlington	MA	781-328-1700	9
Gulahmad Gulahmadzade	300 Colony Place Rd	Plymouth	MA	508-202-1881	10
Thomas Robinson	4401 W 4th Street, Suite A	Hattiesburg	MS	601-500-5505	11
Thomas Robinson	5520 Highway 80 E	Pearl	MS	601-658-9595	12
Yazici Coskun	755 State Route 18	East Brunswick	NJ	732-719-2900	13
Yazici Coskun	100 Menlo Park	Edison	NJ	732-722-5349	14
Yazici Coskun	1201 Hooper Ave.	Toms River	NJ	848-480-0900	15
Lance Lewis	419 Cross Creek Mall	Fayetteville	NC	910-556-9349	16
Lance Lewis	7701 S Raeford Rd	Fayetteville	NC	910-518-5610	17
Lance Lewis	3030 N Main Street	Hope Mills	NC	910-446-2511	18
Hasan Huseyin Kebapci	4325 Glenwood Ave., Ste. 1036	Raleigh	NC	919-436-3349	19
Yazici Coskun	3900 Morse Road	Columbus	OH	614-470-5242	20
Yazici Coskun	3465 York Commons Blvd	Dayton	OH	937-697-0626	21

Name	Street Address	City	State	Telephone	#
Yazici Coskun	6244 Wilmington Pike	Dayton	OH	937-684-9242	22
Yazici Coskun	2793 Taylor Road Ext	Reynoldsburg	OH	614-382-6788	23
Eric Stehle	1102 Baltimore Pike	Glen Mills	PA	484-840-5958	24
Eric Stehle	160 North Gulph Rd	King of Prussia	PA	484-650-3349	25
Yazici Coskun	5135 W Alabama St Spc. 6005	Houston	TX	281-766-8349	26

Company-Owned Operations as of December 31, 2016*:

Name**	Street Address	City	State	Telephone**	#
	1717 College Street	Auburn	AL		1
Contact: Mario Mitchell	1627 Opelika Road, Spce 55	Auburn	AL	334-758-9891	2
Contact: Tyler Jordan	4310 Montgomery Highway	Dothan	AL	334-521-1112	3
	900 Commons Drive, Suite 921	Dothan	AL		4
	6000 Glades Rd, Space KI23	Boca Raton	FL		5
	801 N. Congress Ave, Ste. 789	Boynton Beach	FL		6
	459 Brandon Town Center, Suite 609	Brandon	FL		7
	721 East Broward Blvd	Fort Lauderdale	FL		8
	4125 S Cleveland Ave, KI30	Fort Myers	FL		9
	3174 NW Federal Highway, STE 3310	Jensen Beach	FL		10
	218 E Eau Gallie Blvd Space B	Indian Harbour Beach	FL		11
Contact: Ali Tekke	1471 E Osceola Parkway	Kissimmee	FL	407-613-2991	12
Contact: Daniel Washington	101 N Congress Ave	Lake Park	FL	561-508-8750	13
Contact: Spencer Lincon	3100 SW College Rd, KI23	Ocala	FL	352-254-5809	14
Contact: Yazici Coskun	8001 S. Orange Blossom Trail #1316	Orlando	FL	407-476-5349	15
Contact: Yazici Coskun	8001 S Orange Blossom Trail STE 828	Orlando	FL	407-613-2323	16
	11701 Lake Victoria Gardens Ave STE 3106	Palm Beach Gardens	FL		17
	3101 PGA Blvd STE O-203	Palm Beach Gardens	FL		18
	1040 Malabar Rd	Palm Bay	FL		19
	8000 W Broward Blvd, STE 1417	Plantation	FL		20
	10855 S US Highway 1	Port St Lucie	FL		21
	1850 SW Gatlin Blvd	Port St Lucie	FL		22
	217 Towne Center Circle	Sanford	FL		23
	140 University Town Center Dr #172	Sarasota	FL		24
	2223 N. West Shore Blvd #258	Tampa	FL		25

Name**	Street Address	City	State	Telephone**	#
	8111 Citrus Park Town Center, STE 8029	Tampa	FL		26
	6200 20th st. Ste. 604	Vero Beach	FL		27
	2270 Town Center Ave, Suite 107	Viera	FL		28
	10300 West Forest Hill Blvd, Suite 132A	Wellington	FL		29
	600 S. Rosemary Avenue, Suite 156	West Palm Beach	FL		30
	3131 Manchester Expressway Suite 29A	Columbus	GA		31
	5448 Whittlesey Blvd	Columbus	GA		32
	6700 Douglas Boulevard Ste.1300	Douglasville	GA		33
Contact: Gulahmad Gulahmadzade	564 Orland Square Drive Suite E17	Orland Park	IL	708-529-9349	34
	2002 Annapolis Mall, Space 1433	Annapolis	MD		35
	2002 Annapolis Mall, Space 1450	Annapolis	MD		36
Contact: Yazici Coskun	500 NJ-38	Cherry Hill	NJ	856-831-7701	37
Contact: Yazici Coskun	2000 Rte 38, Space 1603	Cherry Hill	NJ	856-558-9300	38
Contact: Yazici Coskun	1 Garden State Plaza, Suite 1067	Paramus	NJ	201-289-5595	39
Contact: Yazici Coskun	100 Main St.	White Plains	NY	914-301-4060	40
Contact: Selcuk Yazici	1800 Galleria Boulevard Ste. 1480	Franklin	TN	615-970-6349	41
	7600 Kingston Pike Space #1444	Knoxville	TN		42
	2760 N. Germantown Parkway # 116	Memphis	TN		43
	1101 Melbourne St Suite 4004	Hurst	TX		44

* These outlets are partially or fully owned by us or an affiliate. The outlets in Illinois and New York (and many others) are fully owned by our affiliate.

** If no contact name is listed, then the contact is our affiliate, iFixandRepair, LLC. Its telephone number is the same as ours: 855-456-4349.

Exhibit E-2: Former Franchisees

Following are the names, city/state, and current business phone number or last known home phone number for each Franchisee who left the system between January, 1, 2016 and December 31, 2016 (terminated, cancelled, not renewed, voluntarily or involuntarily ceased to do business):

Name*	City	State	Telephone
iFixandRepair, LLC	Pelham	AL	205-987-0108 855-456-4349
iFixandRepair, LLC	Grove City	OH	855-456-4349
iFixandRepair, LLC	Lewis Center	OH	855-456-4349

* These outlets were partially or fully owned by our affiliate, iFixandRepair, LLC. Its telephone number is the same as ours: 855-456-4349.

Exhibit F: Request for Assignment of Franchise Agreement and Release

REQUEST FOR ASSIGNMENT OF FRANCHISE AGREEMENT AND RELEASE

This Request for Approval, Transfer and Assignment of IFAR / Gorilla Brands LLC Franchise Agreement and Release (this "Transfer") is made as of this ___ day of _______________, 20__, (the "Effective Date"), by and between ___________________, individually, and ________________________, (individually and collectively, "Seller") and _______________ individually, and __________________________ (individually and collectively, "Buyer") who request approval by IFAR / Gorilla Brands LLC ("IFAR / Gorilla Brands LLC"), of a proposed transfer of Seller's IFAR / Gorilla Brands LLC franchise to Buyer, such consent to be granted on the terms and conditions set forth herein.

RECITALS

1.1 Seller is the owner of an IFAR / Gorilla Brands LLC -franchise for the operation of a single IFAR / Gorilla Brands LLC Store (the "Franchise") at ("IFAR / Gorilla Brands LLC Store).

A copy of Seller's IFAR / Gorilla Brands LLC - Franchise Agreement dated __________________, 20__ ("Franchise Agreement") has been provided to Buyer by Seller.

1.2 Seller has independently reached the conclusion that involvement in such business is no longer appropriate for him, her or it for personal reasons and that he, she or it wishes to sell his, her or its entire interest in the Franchise, having no dissatisfaction or complaint with IFAR / Gorilla Brands LLC or the IFAR / Gorilla Brands LLC system, and has agreed to sell his, her or its interest in the Franchise and certain assets of the related business [and/or other assets] to Buyer on terms separately negotiated between them, as of the date hereof.

1.3 Buyer wishes to purchase such Franchise and certain assets of the related business covering the operation of the IFAR / Gorilla Brands LLC Store.

1.4 Seller and Buyer each confirm and warrant that neither IFAR / Gorilla Brands LLC, nor any individual or entity associated in any way with it has played any role in the negotiation or otherwise of the sale of the Franchise, has not acted as a broker, representative, agent or otherwise of or for Seller or Buyer and has had no involvement in this transaction other than implementation of the rights of IFAR / Gorilla Brands LLC regarding the proposed assignment of the Franchise Agreement as already existing under the Franchise Agreement. Seller and Buyer each particularly confirming and warranting that neither IFAR / Gorilla Brands LLC nor any individual or entity associated in any way with either has made any representations, warranties or promises to Seller nor Buyer, except as contained herein.

1.5 IFAR / Gorilla Brands LLC has recommended to Seller and Buyer that each retain independent counsel to advise each regarding their compliance with local laws [including, but not limited to, Bulk Sales Laws] and to protect their individual interests and Seller and Buyer represent and warrant that the transfer of the Franchise and the related business has been and will be in accordance and compliance with all applicable laws, rules and regulations.

1.6 Seller has agreed to give the release contained herein.

1.7 Buyer agrees to attend new franchisee training at IFAR / Gorilla Brands LLC's designated office.

1.8 Buyer agrees to make those changes, modifications, etc. to the IFAR / Gorilla Brands LLC Store as required by IFAR / Gorilla Brands LLC following an inspection of same.

In consideration of the foregoing recitals and of the mutual covenants herein, the parties hereto agree as follows:

ASSIGNMENT OF FRANCHISE

2.1 Assignment and Assumption. In consideration of good and valuable consideration from the Buyer to Seller, receipt of which is hereby acknowledged by Seller, Seller has assigned and transferred to Buyer and Buyer has assumed Seller's entire interest in the Franchise and the related business, liabilities, obligations and undertakings (whether accrued and outstanding as of the Effective Date or arising thereafter), including the license and franchise for the operation of the IFAR / Gorilla Brands LLC Store, to use the name IFAR / Gorilla Brands LLC and to follow the practices developed by IFAR / Gorilla Brands LLC, all as set forth in the Franchise Agreement.

Buyer agrees to be solely responsible for, assume and honor: (i) all warranties issued by Seller on services performed and products installed or sold at the IFAR / Gorilla Brands LLC Store before the Effective Date or which are redeemable at the IFAR / Gorilla Brands LLC Store; (ii) all pre-paid service agreements, plans and programs (maintenance services, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the IFAR / Gorilla Brands LLC Store; and (iii) all coupons, certificates and similar offers which are redeemable, or presented for redemption, at the IFAR / Gorilla Brands LLC Store (all the foregoing, collectively, "Store Obligations"). IFAR / Gorilla Brands LLC shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Store Obligations. Buyer agrees to indemnify and hold IFAR / Gorilla Brands LLC harmless from any responsibility or liability as well as all costs, damages, claims and awards in relation to Store Obligations.

Furthermore, Buyer acknowledges that, as a material condition to IFAR / Gorilla Brands LLC's consent to this Transfer, IFAR / Gorilla Brands LLC is requiring Buyer to assume all of Seller's obligations and to agree to each provision of this Transfer. Buyer agrees that this Transfer shall be binding upon Buyer's successors and assigns and shall be for the benefit of and enforceable by IFAR / Gorilla Brands LLC and any of its affiliates.

2.2 Transfer Fee. Buyer, as a condition precedent to IFAR / Gorilla Brands LLC's approval and consent to the proposed transfer and assignment of rights herein, shall pay to IFAR / Gorilla Brands LLC, a non-refundable transfer fee of Five Thousand and No/100 Dollars ($5,000.00) for a transfer to an existing IFAR / Gorilla Brands LLC franchisee or Fifteen Thousand and No/100 Dollars ($15,000.00) for a transfer to a new IFAR / Gorilla Brands LLC franchisee, as required under the Franchise Agreement, Section 14.04. In connection with the assignment of the Franchise from Seller to Buyer, such transfer fee is to be paid to IFAR / Gorilla Brands LLC concurrently with the execution of this Transfer by Buyer and Seller. In the event that the proposed transfer should not be completed or is cancelled for any reason, such sum shall be retained by IFAR / Gorilla Brands LLC.

2.3 Continued Obligations. Notwithstanding the assigning of the Franchise Agreement, Seller and its personnel shall continue to be bound by the provisions of Sections 6 [Marks], 7 [Confidential Information], 13 [Obligations Upon Termination], 17 [Independent Contractors and Indemnification], 14.04 [Release of Prior Claims] and 16 [Dispute Resolution] thereof, as well as any other provision which by its nature needs to survive in order to be given its full force and effect. Seller shall remain liable, as a primary obligor, for all direct and indirect obligations of the Buyer, expressly and unequivocally guaranteeing the Buyer's monetary and non-monetary obligations arising under or in connection with (i) the Franchise Agreement, including any extensions or renewals thereof; (ii) any new IFAR / Gorilla Brands LLC Franchise Agreement for the IFAR / Gorilla Brands LLC Store executed by Buyer, including any extensions or renewals thereof ("New Franchise Agreement"); (iii) any lease or sublease executed by Buyer, including any extensions or renewals thereof; and (iv) otherwise arising under or in connection with Buyer's operation of the Franchise.

2.4 No Representations or Promises - Disclosure. Seller and Buyer represent, warrant, acknowledge and agree that they have dealt solely with each other in the negotiation and consummation of the sale of the Franchise, have each been or had the opportunity to be represented by independent counsel of their own choosing, that neither IFAR / Gorilla Brands LLC nor any individual or entity associated in any way with either has made any representations, warranties, assurances or promises to either of them, that Buyer has had a full opportunity to independently examine the business and Franchise, that neither IFAR / Gorilla Brands LLC nor any individual or entity associated in any way with either has made any recommendation or suggestion regarding such purchase [Buyer making such decision based entirely on his, her or its own independent investigation and decision] and Seller and Buyer each hereby agree to indemnify and hold harmless IFAR / Gorilla Brands LLC from any claim by Seller and/or Buyer respectively contrary to or inconsistent with the representations and/or agreements of either of them as contained in this Transfer.

In particular, Buyer and Seller jointly and severally each represent, warrant, acknowledge and agree that neither IFAR / Gorilla Brands LLC nor any individual or entity associated in any way with either has made or entered into any representations, warranties, claims, understandings or agreements regarding condition of business or facility, tax matters [payroll, sales, income, or otherwise], actual or potential sales, income, gross or net profits, earnings, costs, break-even points, fiscal or financial ratios, unit, dollar or other volume, taxes or tax effect, cash flow or any other matter not expressly set forth in this Transfer or the Franchise Agreement.

Seller and Buyer each further acknowledge and represent that the proposed transaction is solely and in essence a sale of a Franchise directly from Seller to Buyer, that the total sums to be received by IFAR / Gorilla Brands LLC in connection with the proposed sale of the Franchise from Seller to Buyer are limited to a Five Thousand and No/100 Dollars ($5,000.00) transfer fee or a fifteen Thousand and No/100 Dollars ($15,000.00) transfer fee and that said transfer fee is in consideration of IFAR / Gorilla Brands LLC's waiver of its right-of-first refusal, IFAR / Gorilla Brands LLC's willingness to accept the Buyer as a Franchisee, providing of training and other consideration from IFAR / Gorilla Brands LLC to the Seller and Buyer, receipt of which is hereby acknowledged. IFAR / Gorilla Brands LLC's liability to Buyer and/or Seller in connection with this transaction or any matters related thereto [including but not limited to disclosure or non-disclosure and/or failure to comply with any laws regarding such and similar or related matters] shall be limited to the amount of the applicable transfer fee in total.

2.5 Limited Assignment. Notwithstanding any contrary provisions in the purchase agreement or any other document or agreement between Seller and Buyer, any assignment of any interest in or to the Franchise Agreement and/or Franchisee's rights thereunder may only be accomplished in compliance with the provisions on assignment as contained in the Franchise Agreement and with this Transfer.

2.6 New Franchise Agreement and Real Estate Document. Buyer acknowledges, understands and agrees that it will execute a New Franchise Agreement, and any other related documents at IFAR / Gorilla Brands LLC's request. In such event, upon the commencement of the New Franchise Agreement, the Franchise Agreement will expire.

2.7 Other Documents. Notwithstanding any purchase agreement or other documents executed between Seller and Buyer, IFAR / Gorilla Brands LLC shall be governed in its relationship with Seller and Buyer only by the terms of this Transfer, the Franchise Agreement and the New Franchise Agreement (as applicable). Buyer and Seller agree that notwithstanding any other documents executed between them, in the event of any inconsistency between the terms of such documents and the terms of this Transfer and the Franchise Agreement, this Transfer and the Franchise Agreement shall govern. Seller and Buyer further agree to fully and timely comply with the provisions of this Transfer and the provisions on assignment as contained in the Franchise Agreement and acknowledge and understand that no consent of IFAR / Gorilla Brands LLC to the proposed assignment shall be effective until such compliance has been accomplished in full and in a timely manner.

2.8 Reversion of New Franchise Agreement. Seller acknowledges that in the event the Franchise is terminated for any reason, including without limitations, in the event Buyer shall fail to cure a written default notice then, ipso facto, Buyer's rights and obligations under the Franchise Agreement or New Franchise Agreement, as applicable, shall immediately revert to Seller who shall be responsible to perform all of the obligations of the Franchisee as defined therein.

2.9 Methods of Future Payments by Buyer. Buyer agrees that all future payments of royalty fees and/or marketing fees shall be made by electronic payment transactions through automated clearing house debits ("ACH Debit"). A non-sufficient fund fee of One Hundred Dollars ($100.00) shall be assessed for any uncollected ACH Debit which may result from any insufficient or uncollected funds. Buyer agrees to execute any appropriate documentation to affect the ACH Debits, at IFAR / Gorilla Brands LLC's request.

2.10 Completion of Obligations. Seller, Buyer, and IFAR / Gorilla Brands LLC each acknowledge and agree that all of the financial obligations of Seller to IFAR / Gorilla Brands LLC will be paid in full, or an agreement as to a payment plan will be reached, upon execution of this Transfer, as a condition precedent to IFAR / Gorilla Brands LLC's approval and consent to the proposed transfer of rights herein.

RELEASE OF IFAR / GORILLA BRANDS LLC AND RELATED PERSONS AND ENTITIES

3.1 General Provision. Seller, for himself, herself and itself and their respective successors, assigns, subsidiaries, affiliates, executors, administrators, legatees and heirs hereby indemnifies, holds harmless, releases and forever discharges IFAR / Gorilla Brands LLC and its parent corporations, subsidiaries, affiliates, successors and assigns and their respective shareholders, directors, officers, employees, agents, representatives and servants, [whether controlling, controlled by or under common control with any of the foregoing or otherwise] and all persons acting by, through, under or in concert with them, or any of the foregoing (collectively, the "Releasees"), of and from and with respect to any and all causes of action, in law or in equity, covenants, judgments, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, attorneys' fees, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, controlled by or under common control with him, her or it or any of the foregoing or any third parties, past and present, that Seller may now have or may hereafter have against all or any of the Releasees by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims").

3.2 No Assignment or Transfer of Interest. Seller represents and warrants that there has not been, nor will there be, any assignment or other transfer of any interest in any Claims which he, she or it may have or have had against any or all of the Releasees, and Seller agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses, or attorneys' fees incurred by any Releasee as a result of any person asserting any such assignment or transfer, or any rights or claims under such assignment or transfer. Seller agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any Releasee as a result of any claim by Buyer related or associated in any way to the transfer and sale of the Franchise and/or associated business to the

Buyer, however arising or characterized. Buyer represents and warrants that neither he, she, nor it has received, and will not receive, any assignment or other transfer of any interest in any Claims which Seller may have or have had against any or all of the Releasees, and Buyer agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any Releasee as a result of any person asserting any such assignment or transfer, or any rights or claims under such assignment or transfer. Particularly, Seller and Buyer represent and warrant that no Claims or similar rights held by Seller have been, are being or will be transferred to Buyer and that it is the intention of Seller and Buyer, respectively, that all Claims or similar rights held by the Seller are forever extinguished as of the date hereof. It is the intention of the parties that this indemnity does not require payment by any of the Releasees as a condition precedent to their recovery under this indemnity.

3.3 Attorneys' Fees. In the event Seller, Buyer or any other individual or entity hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Releasees any of the Claims released hereunder, Seller and Buyer agree to pay all attorneys' fees incurred by the Releasees in defending or otherwise responding to said suit or assertion directly to the Releasees incurring such costs.

Seller and Buyer agree that the Releasees shall have the right to enforce each provision in this Transfer by all legal and equitable remedies including, but not limited to, specific performance.

GENERAL PROVISIONS

4.1 Entire Agreement. This Transfer, the Franchise Agreement, and the New Franchise Agreement (as applicable) constitutes the entire understanding between the parties with respect to the matters covered hereby, superseding all negotiation, prior discussions and preliminary agreements and no prior agreement or understanding pertaining thereto and inconsistent herewith shall be effective and henceforth the Buyer shall comply with all the provisions of the Franchise Agreement and the New Franchise Agreement (as applicable). This Transfer may not be modified except in writing executed by each of the parties and approved by IFAR / Gorilla Brands LLC.

4.2 Notice. Any notice permitted or required to be given pursuant to this Transfer shall be given by either personal service, overnight delivery or by registered or certified mail, postage prepaid, and shall be effective one day after mailing. Notices should be sent to Seller or Buyer at their respective addresses listed under the parties' signatures and to IFAR / Gorilla Brands LLC at 304 Capellan Street, Wake Forest NC 27587. Attn: President, CEO.

4.3 Captions. Article and section captions are not a part hereof, are for convenience of reference only, and shall not be considered or referred to in resolving questions of interpretation.

4.4 Counterparts. This Transfer may be executed in one or more counterparts, each of which shall constitute an original instrument. If all the parties do not sign this Transfer, the parties that do sign shall nonetheless be bound under this Transfer.

4.5 Severability. Each provision in this Transfer shall be severable and shall constitute a separate provision. The invalidity or unenforceability of any provision herein as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of the other provisions herein or any other obligations of Seller or Buyer to IFAR / Gorilla Brands LLC or to any of its affiliates.

4.6 Waiver. The failure of any party to seek redress for violation of this Transfer or to insist upon the strict performance of any covenant or condition of this Transfer shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Transfer are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

4.7 Heirs and Assigns. Each of the terms, covenants and conditions of this Transfer shall extend to and be binding on and inure to the benefit of not only the parties, but also each of their respective heirs, representatives, executors, administrators, and permitted assigns and successors in interest. Whenever in this Transfer reference is made to any party, the reference shall be deemed to include, whenever applicable, the heirs, representatives, executors, administrators, and permitted assigns and successors in interest of that party the same as if in every case expressed. However, in no event will any provision of this Transfer [including the foregoing] be deemed to control over the provisions on assignment by the Franchisee as contained in the Franchise Agreement.

4.8 Applicable Law and Forum. This Transfer shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding the conflicts of law provisions of any forum to the contrary, and any litigation with respect to this Transfer or the matters covered thereby or involving the interests of IFAR / Gorilla Brands LLC shall take place in any court of competent jurisdiction in Raleigh, North Carolina, or the federal court located nearest thereto.

In Witness Whereof, the parties have signed this Transfer as of the Effective Date first written above.

SELLER: ________________________

By: _____________________________

Name: __________________________

Title: ___________________________

Individually: _____________________

Address: ________________________

____

BUYER: ________________________

By: _____________________________

Name: __________________________

Title: ___________________________

Individually: _____________________

Address: ________________________

____

Consent to Request for Approval, Transfer and Assignment of Franchise Agreement and Release is hereby granted, effective upon compliance with the terms and conditions set forth above and as set forth in Section 11 of the Franchise Agreement:

GORILLA BRANDS LLC

By: _____________________________

Name: ___________________________

Its: ______________________________

Exhibit G: State Law Addendum

STATE LAW ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

In this Addendum, the Franchise Agreement is referred to as the "FA" and the Franchise Disclosure Document is referred to as the "FDD."

California

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.

Our website address is www.iFixandRepair.com. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.**

FDD Item 17
Franchise Agreement, Sections 3, 13, 14, 15, and 16

(1) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

(2) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

(3) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(4) You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

(5) The Franchise Agreement provides that disputes relating to the Franchise Agreement will be mediated and arbitrated North Carolina. 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.

(6) The Franchise Agreement requires application of the laws of the State of North Carolina. This provision may not be enforceable under California law.

(7) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing such information as the Commissioner of Business Oversight may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

FDD Item 3

Response to California 10 CCR Section 310.114.1(c)(3): Neither the franchisor nor any person listed in Item 2 of the FDD nor any franchise broker is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

Georgia

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If, for any reason, any provision set forth in the Franchise Agreement (including those related to in-term and post-term covenants against competition and non-disclosure and non-use of confidential information) exceeds any lawful scope or limit as to duration, geographic coverage, specificity, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. Indeed, the parties acknowledge their desire and intent that such provisions be modified by a court or arbitrator to comply with Georgia law if needed. The duration, geographic coverage and scope allowable by law or court of law will apply to this Agreement.

Illinois

FDD Item 17
FA Sections 3 (renewal); 13 (termination); 14 (transfer); and 16 (dispute resolution)

Illinois law governs the franchise agreement(s).

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.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The Disclosure Document (Item 17) and Franchise Agreement are amended to include that any provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Pursuant to COMAR 02.02.08.16L, 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. Item 17 of the Disclosure Document and Sections 3 and 14 to the Franchise Agreement are amended to the extent required by Maryland law.

Provisions in the Disclosure Document (Item 17) and Franchise Agreement requiring franchisee to file any lawsuit in a court in the State of North Carolina may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. The Disclosure Document (Item 17) and Franchise Agreement are amended accordingly, to the extent required by Maryland law.

Any provisions in the Disclosure Document (including Items 5, 11, 17 and 22) and Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise shall not apply under the Maryland Franchise Registration and Disclosure Law and are amended to the extent required by Maryland law.

New York

The cover page of the Disclosure Document will be supplemented with the following, inserted at the bottom of the cover page:

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 UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

Add to Item 3 of the Franchise Disclosure Document as follows:

A. Neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark has an administrative, criminal or civil action pending against that person 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; or any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Neither we, our predecessors, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under our principal trademark 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, resulting from 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.

Add the following language to Item 4 of the Franchise Disclosure Document:

Neither we, our affiliates, predecessors, officers, nor general partner during the ten-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the 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 that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner held this position in the company or partnership.

Add at the end of the first paragraph of Item 5 of the Disclosure Document:

The purpose of the initial fee is to pay for the franchisor’s training, sales, legal compliance, salary, and general administrative expenses, and profit.

The first paragraph of Item 17 of the Disclosure Document is modified to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Add in Item 17d of the Disclosure Document:

The franchisee may terminate the agreement on any grounds available by law.

Add at the end of Item 17j after the sentence "No restriction on our right to assign." the following:

However, no assignment will be made except to any assignee who in the good faith and judgment of the Franchisor is willing and able to assume the Franchisor's obligations under the Franchise Agreement.

Add in Item 17w of the Disclosure Document and at the end of the provision related to choice of law in Section 16 of the Franchise Agreement:

The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisee or the Franchisor by the General Business Law of the State of New York, Article 33.

North Carolina

FDD Cover Page

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW.

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity (or franchise). The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Rhode Island

§ 19-28.1-14 of the Rhode Island Franchise Investment Act 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." The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

Washington

FDD Item 17
FA Section 3, 13 and 14

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise 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 may not be enforceable.

Transfer Fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

FDD Item 5

In Washington, persons who receive financial incentives to refer franchise prospects to us (if applicable) may be required to register as franchise brokers under relevant laws of the State of Washington.

The franchisee acknowledges receipt of this Addendum.

It is agreed that the applicable foregoing state law addendum for the state of __________________, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. All terms of the Franchise Agreement, including these State Law Addendum provisions for the relevant state, have been agreed to at the time the Franchise Agreement was signed, to the extent that they are valid requirements of an applicable, effective, and enforceable state law. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state's franchise laws, without considering this addendum.

DATED this ___ day of ___________________, 20___.

("we/us"): Gorilla Brands, LLC	("you"): ______________________________
By: ______________________	By: ___________________________
Title: ______________________	Title: ___________________________
	Print Name: ___________________________
	Signed Personally: _______________________

Item 23: 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 IFAR / Gorilla Brands, LLC offers you a franchise, it 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.

New York and Rhode Island require that we give you this disclosure document at the earlier f the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document a least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If IFAR / Gorilla Brands, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit C.

The name, principal business address and telephone number of each franchise seller offering the franchise are:

The issuance date of this Franchise Disclosure Document is November 6, 2017.

We authorize the respective state agents identified on Exhibit C to receive service of process for us in the particular states. The effective dates for this Franchise Disclosure Document for certain specified states are listed on the third page of this document.

I have received a Disclosure Document dated November 6, 2017, that included the following Exhibits:

Exhibit A: Financial Statements
Exhibit B-1: Single Store Franchise Agreement and Exhibits
Exhibit B-2: Site Approval Addendum
Exhibit C: State Administrators and Agents for Service of Process
Exhibit D: Operations Manual Table of Contents
Exhibit E-1: Current Franchisees
Exhibit E-2: Former Franchisees
Exhibit F: Request for Assignment of Franchise Agreement and Release

Signatures of All Prospective Franchisees:

Signature: ______________________________ Signature: ______________________________

Print Name: ______________________________ Print Name: ______________________________

Name of Corporation/LLC/Partnership: ______________________________________
By: _________________________ Title: _________________________

Keep this copy for your records.

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Signatures of All Prospective Franchisees:

Signature: ______________________________ Signature: ______________________________

Print Name: _____________________________ Print Name: _____________________________

Name of Corporation/LLC/Partnership: _____________________________________

By: _________________________ Title: _________________________

Please return one copy of this signed and dated receipt by faxing a copy of the signed receipt to IFAR at (888) 852-3435, or via email to info@ifixandrepairfranchise.com; or as we may otherwise instruct.