FRANCHISE DISCLOSURE DOCUMENT

UBIF Franchising Co
A Florida Corporation
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835
877-224-4349
www.ubreakifix.com

UBREAKIFIX BY ASURION stores (each an "**UBREAKIFIX BY ASURION Store**" or "**Store**") and specially equipped UBREAKIFIX BY ASURION vehicles ("**Mobile Units**") principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, and related services and ancillary products, which may include accepting used mobile and other electronic devices in exchange for payment and for purposes of resale. We offer two franchise programs:

1. A single UBREAKIFIX BY ASURION Store with the potential for one or more Mobile Unit(s). The total investment necessary to begin operation ranges from $118,350 to $369,555, excluding land. This includes $62,000 to $103,500 that must be paid to franchisor or its affiliates.

2. Multiple UBREAKIFIX BY ASURION Stores under an Area Development Agreement. If you sign an Area Development Agreement, then you must also pay a development fee that ranges from $25,000 to $50,000 ($12,500 per Store, after the first Store), assuming the development of 3 to 5 Stores, which must be paid to franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales Team at (877) 224-4349.

The terms of your contract will govern your franchise relationship. Don't 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 an attorney 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: April 21, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only UBREAKIFIX BY ASURION business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an UBREAKIFIX BY ASURION franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit H.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table of Contents

Page

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

ITEM 2 BUSINESS EXPERIENCE 3

ITEM 3 LITIGATION 8

ITEM 4 BANKRUPTCY 8

ITEM 5 INITIAL FEES 8

ITEM 6 OTHER FEES 7

ITEM 7 ESTIMATED INITIAL INVESTMENT 12

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 19

ITEM 9 FRANCHISEE'S OBLIGATIONS 20

ITEM 10 FINANCING 21

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 28

ITEM 12 TERRITORY 37

ITEM 13 TRADEMARKS 34

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 37

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 37

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 38

ITEM 17 RENEWAL, TERMINATIONS, TRANSFER, AND DISPUTE RESOLUTION 45

ITEM 18 PUBLIC FIGURES 45

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS 45

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION 65

ITEM 21 FINANCIAL STATEMENTS 78

ITEM 22 CONTRACTS 79

ITEM 23 RECEIPTS 79

EXHIBITS:

A. Franchise Agreement

A-1 Mobile Unit Lease Addendum to Franchise Agreement

A-2 Satellite Unit Addendum to Franchise Agreement

A-3 2023 Growth Incentive Addendum to Franchise Agreement

B. Area Development Agreement

B-1 Addendum to Area Development Agreement for Existing Franchisees

C. General Release

D. Guaranty

E. Confidentiality Agreement

F. System Information

G. Financial Statements

H. State Administrators and Agents for Service of Process

I. Table of Contents of Franchise Operations Manuals

J. Closing Franchisee Questionnaire

K. Template National Account Participation Agreement

L. State Addenda

M. Sublease

N. Non-Disclosure Agreement

O. Asset Purchase Agreement

P. Bancorp Lease Documents

Q. Consignment Agreement

R. Receipts

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

To simplify the language in this disclosure document, "we," "us," "Company" or "Franchisor" means UBIF Franchising Co, a Florida corporation, the franchisor. "You" means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company, or other entity, "you" also includes the franchisee's partners, members or shareholders, as applicable ("**Owners**").

Our principal business address is 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835. We conduct business under the name of our corporation. The principal business address of our agent for service of process in Florida is NRAI Services, Inc. at 1200 South Pine Island Road Broward County Plantation, Florida 33324. Our agents for service of process in other states listed in Exhibit H.

We are a Florida corporation, incorporated on December 12, 2012. We previously offered franchises for locations under the "UBREAKIFIX" trademark but, in order to take advantage of long term business opportunities, starting in September 2021 we began to re-brand the domestic system under the name "ASURION TECH REPAIR & SOLUTIONS" including both our stores ("**ASURION TECH REPAIR & SOLUTIONS Stores**") and specially equipped vehicles. . Beginning in 2023, we anticipate commencing another re-brand of the domestic system of our stores ("UBREAKIFIX BY ASURION Stores" or "Stores") and specially equipped vehicles ("Mobile Units") to the tradename UBREAKIFIX BY ASURION, which will be rolled out in stages, with the goal of having all ASURION TECH REPAIR & SOLUTIONS Stores be rebranded by the end of 2023, and all other stores rebranded by the end of 2024. The core underlying business that we are franchising remains the same as the business we have franchised since February 2013. We have not previously engaged in any other line of business. We have been offering franchises for businesses similar to the type offered in this disclosure document since February 2013. The franchised businesses offered in this disclosure document will operate under the UBREAKIFIX BY ASURION name. As of December 31, 2022, our affiliates owned interests in entities that operate 321 Stores that are similar to the franchised Stores that are the subject of this disclosure document. We have not previously offered franchises in any other line of business. We do not intend to operate Stores ourselves, but our affiliates are likely to continue to operate Stores.

We have a parent company, uBreakiFix Holdings Co ("**Parent**"). The Parent was incorporated in Florida on December 22, 2017. As of March 5, 2018, Parent acquired 100% of UBIF Franchising Co. We also have an affiliate, uBreakiFix Repair Parts Co, that provides products or services to our franchisees. Our Parent and affiliate share our agent for service of process and principal business address, and do not offer franchises for Stores or in any other line of business. uBreakiFix Repair Parts Co (referred to in this document as "**Distro**") was incorporated in Florida on August 31, 2011. Distro operates our distribution center and supplies repair parts and other goods or services to our franchisees and our affiliate-owned Stores. We or one of our affiliates may sublease store premises to some franchisees. We have no predecessors.

In August 2019, Parent became a wholly owned subsidiary of Asurion, LLC, a Delaware limited liability company ("**Asurion**") with its principal place of business located at 140 11th Avenue North, Nashville, Tennessee 37203. Asurion is a wholly owned subsidiary of Lonestar Intermediate Holdings, LLC, a Delaware limited liability company ("**LIH**"). LIH is a wholly owned subsidiary of Lonestar Intermediate Super Holdings, LLC, a Delaware limited liability company ("**LISH**"). LISH is a wholly owned subsidiary of Asurion Group, Inc. f/k/a NEW Asurion Corporation, a Delaware corporation. LIH's, LISH's and Asurion Group, Inc.'s principal place of business is located at 140 11th Avenue North, Nashville, Tennessee 37203.

Our concept was developed by uBreakiFix Co which opened as an online business, in April 2009, and which continues as ubreakifix.com. We have the right to offer franchises under an agreement with uBreakiFix Co. In September 2009, UBIF 1 Co (a previously affiliated company of UBreakiFix Co) opened the first UBREAKIFIX Store. .

UBREAKIFIX BY ASURION Stores and Mobile Units principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products which we approve from time to time (the "**Approved Products and Services**"), to Residential and Small Business Customers.[1] Some of our affiliate-owned Stores offer a program for purchasing pre-owned mobile and other electronic devices for resale (our "**Device Recommerce Program**") through UBREAKIFIX BY ASURION Stores. In the future, we may offer the Device Recommerce Program to all franchisees who are eligible to participate. In the future, we may also offer the opportunity to sell mobility protection plans through the Asurion National Account program to franchisees who are eligible to participate. You may also operate one or more Mobile Units on a non-exclusive mobile basis in proximity to your Store and Store Territory. Certain franchisees may be offered a non-exclusive mobile territory outside of their Store Territory. Mobile Units may offer a different menu of Approved Products and Services.

We offer separate franchise programs by this disclosure document (unit franchises and multi-unit area development franchises), though we may not necessarily allow you the opportunity to purchase under all of these programs. You will sign a Franchise Agreement (Exhibit A), to operate a single UBREAKIFIX BY ASURION Store at a fixed physical location that you choose and which we approve. The Franchise Agreement also governs any Mobile Unit operation you may be offered.

You will be given the opportunity to participate in our National Accounts programs. A key component of servicing certain National Accounts is engaging in the sale of service contract programs and other monthly subscription services. You will be expected to use commercially reasonable efforts to enroll customers in such programs and services as may be communicated from time to time by us or our National Accounts partners. Franchisees who choose to participate in our National Accounts programs typically obtain a significant amount of their Store volume through those programs. Some of our key National Accounts partners are Google, Verizon, Samsung, and Asurion. Payments for performing services for our National Accounts partners are fixed by contractual agreement. These contractual agreements, including payment terms, are renegotiated from time to time but may not keep pace with market fluctuations. Participation in our National Accounts programs may also require that you purchase certain Approved Products and Services from Approved Suppliers only. Of our National Accounts, the Asurion program generates the majority of the workorder volume for the System and offers you the opportunity to service their many retail, telecommunications, and other partners.

In certain markets, we may offer franchisees the opportunity to provide Approved Products and Services on a non-exclusive basis within our National Accounts' retail locations (see further discussion regarding servicing National Accounts below).

If you participate in our area development program, we will assign a defined area within which you must develop and operate a specified number of UBREAKIFIX BY ASURION Stores within specified periods of time. The development area may be one city, one or more counties, one or more states, or some other defined geographic area. You will sign an Area Development Agreement (Exhibit B) which will describe your development area and your development schedule and other obligations. For each Store you open under the Area Development Agreement, promptly after our approval of the site for the Store, you will sign a separate Franchise Agreement on the then-current form used by Franchisor, which may differ from the current form of Franchise Agreement in Exhibit A, except as otherwise provided in your Area Development Agreement.

We believe that the market for repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment is mature and consists of the general public. We believe that the market for electronic device recommerce and the sale of mobility protection plans is growing and also consists

[1]Defined as a residential customer or a business customer with 300 or fewer employees.

of the general public. You will compete with other local, regional and national companies offering services similar to those offered by UBREAKIFIX BY ASURION Stores and Mobile Units. As with all businesses, your choice of location is critical to your success. The typical UBREAKIFIX BY ASURION Store will contain about 500-1500 square feet and will be located in suburban areas in business districts. The Stores and Mobile Units will typically be open year-round, closing only on selected holidays, and are somewhat seasonal in that sales tend to increase in the summer months, likely due to increased summer activity by consumers leading to more cell phone breakage, and conversely sales tend to decline in February, following more sedentary winter activity by consumers.

A wide variety of federal, state, and local laws, rules, and regulations have been enacted that may impact the operation of your UBREAKIFIX BY ASURION Store and Mobile Unit(s), and may include those which: (a) establish general standards, permitting restrictions and requirements and other specifications and requirements for the construction, design, maintenance and operation of the business premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, like general health and sanitation requirements for businesses; restrictions on smoking; availability of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish procedures for the disposal of electronic and hazardous wastes; and (e) regulate advertisements. Some cities or other local government agencies impose local licensing requirements. In addition, certain municipalities and other local and possibly state governmental units regulate the purchase and resale of pre-owned products, such as mobile devices and other electronics, which may require you to obtain a second-hand dealer license, pawn license and otherwise comply with "anti-fencing" laws. Certain jurisdictions may require licenses to sell mobility protection plans. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Store, and should consider both their effect and cost of compliance.

In the second quarter of 2023, certain franchisees will be offered an opportunity to acquire certain Stores owned and operated by our affiliate, Asurion UBIF Franchise, LLC. Those franchisees that are awarded the opportunity to purchase those stores will be required to execute a standard Asset Purchase Agreement (attached to this Disclosure Statement) in order to purchase the store.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer-David Barbuto

David Barbuto has been our Chief Executive Officer since April 2021. He has also been CEO of our Parent, our affiliate, uBreakiFix Repair Parts Co, and our affiliate, UBIF Corporate Stores Co since April 2021. From January 2015 to April 2021, he was Vice President, Customer Solutions of Asurion. Mr. Barbuto is located in Nashville, TN.

President and Director-Roger A. Detter

Roger A. Detter has been our President since April 2021. He has also been one of our Directors since August 2019. He has also been CEO of Asurion since May 2018. From August 2019 to April 2021 he was our CEO. From December 2017 to August 2018, he was Chief Commercial Officer of Asurion. From August 2016 to December 2017, he was CEO of Japan for Asurion. From May 2015 to August 2016, he was Senior Vice President, Product Management and Development of Asurion. Mr. Detter is located in San Mateo, CA.

Director and Chairman of the Board-John A. Storey

John A. Storey has been one of our Directors since August 2019 and the Chairman of our Board of Directors since September 2022. He was our Chief Financial Officer from August 2019 to May 2022. He also

has been Senior Vice President and Chief Financial Officer of Asurion since August 2017. From June 2015 to August 2017, he was Senior Vice President, Corporate Development and Strategy of Asurion. Mr. Storey is located in San Mateo, CA.

Director-Tim Stadthaus

Tim Stadthaus has been one of our Directors since September 2022. He has been Asurion's President, Sales, Marketing and Product since July 2022. From May 2017 to July 2022, he was the SVP Corporate Development & Corporate Strategy for Asurion. Mr. Stadthaus is located in Austin, TX.

Treasurer-Andrea Magyera

Andrea Magyera has been our Treasurer since November 2022. She also has been Senior Vice President of Finance and Treasurer of Asurion since November 2022. Prior to that, she was Senior Vice President of Finance since July 2021, Vice President of Finance since November 2017, Vice President of Corporate Development & Strategy since January 2016, Senior Director of Corporate Development & Strategy since October 2011, Director of Corporate Development & Strategy since May 2010 and Senior Manager of Corporate Development & Strategy since October 2009. Ms. Magyera is located in Nashville, TN.

Secretary-Gustavus A. Puryear IV

Gustavus A. Puryear IV has been our Secretary since August 2019. He also has been Senior Vice President, General Counsel and Secretary of Asurion since April 2010. Mr. Puryear is located in Nashville, TN.

Chief Financial Officer-Andrew Wyckoff

Andy Wyckoff was officially appointed as our Chief Financial Officer in May 2022. From April 2021 to May 2022 he was our acting CFO and Asurion's Vice President of Finance UBIF. Prior to that he was the Sr. Director, Supply Chain Program Management for Asurion from September 2018 to April 2021. Prior to that he was the Country Finance Manager-Philippines for Asurion from May 2017 to September 2018. Mr. Wyckoff is located in Nashville, TN.

Vice President, Product and Partnership Management-Theresa Madonia

Theresa Madonia has been our Vice President, Product and Partnership Management since April 2021. From October 2018 to April 2021, she was Vice President, Supply Chain Operations of Asurion. From November 2007 to October 2018 she was Vice President, Product Management and Development of Asurion. Ms. Madonia is located in Bridgewater, NJ.

Vice President, Store Operations -Michelle Mendoza

Michelle Mendoza has been our Vice President, Store Operations since March 2023. From August 2022 to February 2023, she was our Vice President, Franchise Operations and Development. From August 2018 to March 2022, she was the Vice President, Global Franchise Operations for WW International (Weight Watchers) in New York, NY. Prior to that, from January 2015 to August 2018 she was the Vice President, U.S. Field Operations, Customer Experience, and B2B for WW International. Ms. Mendoza is located in Huntington Beach, California.

Vice President, uBreakiFix Supply Chain-Michael Dailey

Michael Dailey has been our Vice President, uBreakiFix Supply Chain since January 2022. From August 2021 to January 2022 he was our Vice President uBreakiFix Strategic Projects. From September 2020-

August 2021, he was Vice President Operations for Asurion. Prior to joining us, Mr. Dailey was the Vice President Device Protection at Sprint from September 2018 to September 2020 and Vice President Forward Logistics from December 2015 to September 2018. Mr. Dailey is located in Overland Park, KS.

Senior Director, Franchise Operations-Jarrod Hancock

Jarrod Hancock has been our Senior Director, Franchise Operations since February 2022. From February 2020 to February 2022, he was our Director, Franchise Operations. From January 2016 to January 2020, he held several different operational roles: he was our Business Consultant, Strategic Partnership Manager, Franchisee Relationship Manager and Senior Manager, Franchise Operations. Mr. Hancock is located in Orlando, FL.

ITEM 3
LITIGATION

Fix My Gadget, Inc. and Larry Mikell v. UBIF Franchising, Co. (AAA Arbitration Case No. 02-20-0005-6049, filed August 6, 2020). Our former franchisee, Fix My Gadget, Inc. and its shareholder, Larry Mikell ("Claimants"), filed a demand for arbitration against us and our "officers, directors, managers, employees, agents and assigns" without identifying any specific individuals ("Respondents"). Claimants alleged that in connection with the purchase of four franchises in March 2019, Respondents purportedly provided false information to induce the purchase of the franchises, and purportedly failed to provide a franchise disclosure document, required training, support and business leads. Claimants asserted claims for breach of contract, breach of the covenant of good faith and fair dealing, fraud, fraud in the inducement, and violations of the Florida Deceptive and Unfair Trade Practices Act, the Florida Franchise Law, the Illinois Franchise Disclosure Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act. They sought ten million dollars in damages, interest, attorneys' fees, costs and expenses, punitive and exemplary damages, and a declaratory judgment. Respondents denied Claimants' allegations and asserted their own counterdemand against Claimants for breach of contract, and sought damages and declaratory and injunctive relief. On December 20, 2021, the parties entered into a Confidential Settlement and Mutual Release Agreement in which they agreed to dismiss their respective demands with prejudice. No monetary payment was made by either party, but we agreed to a limited waiver of our right to enforce a non-compete agreement against Claimants for one of their former locations. A Joint Dismissal with Prejudice was filed on December 27, 2021.

Except for this action, there is no litigation that must be disclosed in this Item.

ITEM 4
BANKRUPTCY

There is no bankruptcy information that is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay a $40,000 lump sum initial franchise fee ("**Initial Franchise Fee**") and a $12,500 initial training fee ("**Initial Training Fee**") when you sign your first Franchise Agreement for a Store with the potential for one or more Mobile Units depending on the market. The Initial Franchise Fee and Initial Training Fee are not refundable under any circumstances. The Franchise Fee for your second or subsequent Franchise Agreements will be $25,000. We will waive the Initial Training Fee for your second or subsequent Franchise Agreement, in our sole discretion, if you or your Operating Principal has previously completed the initial training program to our satisfaction and your existing Store(s) is/are operating in accordance with our standards and specifications.

We may waive the Initial Franchise Fee and Initial Training Fee for Franchise Agreements executed with our affiliates.

If you purchase an existing Store and/or Mobile Unit owned by one of our affiliates, you will pay a purchase price for the business as mutually agreed by you and that affiliate. The standard form of Non-Disclosure Agreement required for such a transaction with our affiliate is attached here as Exhibit N and the form of Asset Purchase Agreement is attached as Exhibit O. A transfer fee will be paid by seller in lieu of you paying an Initial Franchise Fee. If your Operating Principal has previously completed the initial training program, you will not pay an Initial Training Fee.

If you are converting an existing, independent electronic device repair service store to an UBREAKIFIX BY ASURION Store, we may waive a significant portion of your Initial Franchise Fee and/or Initial Training Fee.

Before you open your Store, you must purchase certain designated items which make up your pre-opening inventory of equipment, tools, supplies, and parts from us or our affiliate, uBreakiFix Repair Parts Co. We estimate that these designated items will cost between $37,000 and $50,000, which is not refundable under any circumstances. This does not apply if you sign a Franchise Agreement for the purchase of an existing Store, either from another franchisee or from Franchisor or an affiliate of Franchisor. You may be allowed to acquire some of the designated parts on a consignment basis, in which case you will not incur all of these costs.

We will review one proposed site for your UBREAKIFIX BY ASURION Store at no charge. However, for the second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site, which we estimate to be about $1,000, including our travel expenses in connection with any on-site review.

We are a member of the International Franchise Association ("**IFA**") and participate in the IFA's VetFran Program, which provides special financial incentives to qualified veterans. Through this program, the Small Business Administration ("**SBA**") will provide financing to qualified applicants. We offer a 20% discount to qualified veterans of the U.S. Armed Forces on the Initial Franchise Fee for the first Store. To qualify, you must, among other business requirements, have received an honorable discharge and must own at least 50% of the franchised business. You must advise us of veteran status (and provide evidence of qualification) before signing your Franchise Agreement.

If the Franchise Agreement is executed with an assignment, including if you purchased your Store from an existing franchisee, the existing franchisee will pay us a non-refundable administrative/transfer fee and reimburse our associated out-of-pocket costs, in lieu of you paying an Initial Franchisee Fee. Unless you are an existing Owner with an Experienced Manager or an Operating Partner who has previously completed the initial training program, you must attend our Initial Training Program and pay our Initial Training Fee. As part of the 2023 Growth Incentive Program more fully described below, we are waiving the non-refundable administrative/transfer fee until December 31, 2023.

If you have signed an Area Development Agreement that provides for payment amounts that differ from what is described above, your payments will be revised to reflect the terms of Area Development Agreement. Otherwise, the Initial Franchise Fee is uniform for franchises we are currently offering in this state.

2023 Growth Incentive Program

If you have signed an Area Development Agreement and either have opened, or will open, a Store associated with that Area Development Agreement between the issuance date of this disclosure document

and December 31, 2023 ("**Incentive Period**"), you will qualify for our 2023 Growth Incentive Program. For any Store associated with an Area Development Agreement that is opened during the Incentive Period, you will receive a partial refund of your Initial Franchise Fee depending on the date the Store opens. If you open your Store more than 30 days earlier than the date specified on your Development Schedule, you will receive a refund in the amount of $12,500. If you open your Store at least, but not more than 30 days prior to the date specified on your Development Schedule, you will receive a refund in the amount of $6,250. If you open your Store beyond the date specified on your Development Schedule, but within the Incentive Period, you will receive a refund in the amount of $4,000.

In 2022, our Initial Franchise Fees ranged from $25,000 to $40,000, and Initial Training Fees ranged from $0 to $12,500.

Area Development Agreement

When you sign our current form of Area Development Agreement, you must pay us a non-refundable initial development fee ("**Development Fee**") equal to $12,500 multiplied by the number of Stores that you must open (excluding the first Store). You will concurrently sign your first Franchise Agreement and pay $40,000 (representing the Initial Franchise Fee) and $12,500 (representing the Initial Training Fee) for your first Franchise Agreement. When we accept the site for each subsequent Store, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $25,000, but we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $12,500 per Store until the Development Fee is exhausted.

If you or any of your Owners are: (1) an existing franchisee with an open and operational Store or (2) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a Store owned by another franchisee, Franchisor or one of our affiliates, and are now entering into an Area Development Agreement, you will not pay an Initial Training Fee, but you will pay a Development Fee equal to $12,500 multiplied by the number of Stores you must open. When we accept the site for each subsequent UBREAKIFIX BY ASURION Store, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $25,000, but we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $12,500 per Store until the Development Fee is exhausted.

The Development Fee is non-refundable, fully earned by us when paid, and is uniform for franchises we are currently offering in this state (except as described above).

ITEM 6
OTHER FEES

Type of fee	Amount	Due Date	Remarks
Continuing Royalty	7% of Non-Recommerce Revenue; and 4% of Recommerce Revenue	Due at end of each Accounting Period or at payment if an administered National Account. See Note 2.	"Accounting Period" means a calendar month. "Recommerce Revenue" means Gross Sales during each Accounting Period from the sale of pre-owned mobile and other electronic devices. "Non-Recommerce Revenue" means Gross Sales during each Accounting Period, other than Recommerce Revenue. "Gross Sales" is defined in Note 3.
Advertising Fee	None currently; Up to 2% of Gross Sales when we establish an Advertising Fund	Same as Continuing Royalty	When we establish an Advertising Fund, you will be required to pay an Advertising Fee each Accounting Period. We determine the amount of the fee, but it will not exceed 2% of Gross Sales. The Advertising Fee will be in addition to the amounts that you must spend on local advertising.

Type of fee	Amount	Due Date	Remarks
Dispatch Fee	Currently, $0.50 per dispatch, subject to change	Same as Continuing Royalty	As part of your Mobile Unit(s) operation, you must participate in the Dispatch System we designate. You pay us a fee for each dispatch transmitted to you whether or not the dispatch results in a transaction. If you fail to pay Dispatch Fees when due, we may remove, suspend or block your right to receive dispatches.
Advertising cooperatives ("**Co-op**")	None currently	As determined by the Co-op	Currently there are no established advertising cooperatives. If a Co-op is established for the region in which your Store is located, you will be required to join the Co-op and make periodic contributions. We determine the area of each Co-op and the amount you must contribute.
National Account Administrative Fee	Up to 5% of Gross Sales from services to National Accounts	Same as Continuing Royalty	When you service a "National Account," we may charge you an administrative fee, which will not exceed 5% of your Gross Sales. See Note 4.
Internet Referral Source Fee	None currently; Up to 5% of Gross Sales from services to customers from Internet Referral Sources.	As we determine	We may establish a centralized billing system and lead administration or servicing systems through which you receive customer leads and referrals. We may charge you a fee which will not exceed 5% of your Gross Sales resulting from system-generated leads and referrals.
Referral Commission	Set by Franchisor, but will not exceed 10% of Total Ticket Price received from Referred Customers	On demand	"Total Ticket Price" is the Gross Sales you derive from a Referred Customer, excluding shipping, handling, insurance and transportation costs. We may enter arrangements where various walk-in retail or other similar businesses ("**Referring Businesses**") introduce potential servicing leads ("**Referred Customers**") in exchange for a Referral Commission. You will pay us the applicable Referral Commission which we will then pay to the Referring Businesses. We may provide a centralized billing system, dispatch service and/or other systems for the administration or servicing of leads from Referring Businesses.
Technology and Customer Support Fee	1% of Gross Sales	Same as Continuing Royalty	To defray some of the cost and expense incurred by us to support franchisees.
On-Site Training	Our costs	On demand	We provide 16 days of On-Site Training at the time of opening your first Store at no additional charge. If we determine in our reasonable judgment that more on-site training days are necessary, you must reimburse us for our staff's salaries, wages, travel, transportation, meals and lodging expenses incurred during the extended days of On-Site Training. We may also charge you a per diem training fee at our then-current rates during the extended training days.
Additional Training & Assistance	Currently $125 per person per day or then-current charge	Before or at time of training	The initial training fee covers the initial training program for up to 3 persons. We may charge a fee for any additional persons that attend the initial training program. See Note 5.

Type of fee	Amount	Due Date	Remarks
Annual Meeting Expenses	Currently $199 per attendee or then-current charge	As incurred	We may host an annual meeting or convention of franchisees which you must attend. You must pay us a per attendee fee to defray our costs for meals and local transportation we provide at the annual meeting. You are responsible for your other expenses to attend including, travel, other meals and accommodations, and for the expenses of your other attendees.
Transfer / Assignment	Currently waived until December 31, 2023, but normally $4,000 (10% of $40,000) 10% of our then-current Initial Franchise Fee, plus our costs. Greater of $5000 or our reasonable costs and expenses if you offer securities in a private offering.	At the time of transfer or assignment	Payable when you sell, transfer or assign any interest in your franchise. We do not charge a transfer fee for a transfer to an entity you control, but you must reimburse our costs. See Note 6.
Audit	Amount of any underpayment, plus interest at the highest interest rate allowable by law (not to exceed 18%), plus our costs if audit shows underpayment of 2% or more.	On demand	You must pay our audit costs if the audit shows an under-reporting or under-recording of 2% or more. If the audit shows an under-reporting or under-recording error of 5% or more, we may require you to furnish us, at your expense, with audited financial statements. Interest is owed from the date of any under-payment.
Late Fee	Interest of 18% per annum, or the highest interest rate allowable by law, on any unpaid amounts.	On demand	Due only if you are late in paying any amounts owed to us. Interest begins to accrue from the date payment was due.
Charges for unpaid checks, drafts or electronic payments	Our costs, including bank fees and other related fees, subject to a $50 minimum (subject to applicable state law)	On demand	Payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or otherwise.
Renewal Fee	10% of our then-current Initial Franchise Fee	At the time of signing a successor franchise agreement	
Supplier Review Costs	Costs of review of application and inspection	On demand	You or your proposed Supplier must pay us in advance (or if we request, reimburse us) our reasonably anticipated costs to review the Supplier's application and all current and future reasonable costs and expenses, to inspect and audit the Suppliers' facilities, equipment, and products, and all product testing costs paid by us to third parties. Currently, we estimate Supplier Review Costs to be about $100.

Type of fee	Amount	Due Date	Remarks
Insurance	Cost of insurance plus our costs to obtain the insurance for you.	As incurred	If you do not obtain and maintain required insurance coverage, we may, at our option, purchase the insurance for you and you must pay us the premiums, plus our costs to obtain the insurance. We estimate insurance costs to be about $7,000 annually. Costs vary depending on your operations and geographic location.
Email account fee	Currently none, may be charged in the future	As we determine	You must maintain a business e-mail address on our outsourced web hosting service. We currently bear the hosting costs of the email account without reimbursement from you. We may require you to reimburse our costs or charge a fee equal to our costs in the future. Our current costs per account are about $100 per year.
Site Review Fees	Our costs and expenses of about $1,000 per site review. Costs vary.	On demand	We will review one proposed site at no charge. You must reimburse us our costs including, travel, transportation, meals and accommodations to review an additional site or sites.
Equipment, Tools, Parts, Supplies and Products Inventory	Then-current published wholesale prices for each particular item	Before shipment	You must replenish your depleted inventory to meet consumer demand and respond to changing demand as new products come to market that require repair. The items include things such as such glass screens for iPhones, iPads, and other tools and parts for repairing computers, smart phones, tablets, gaming consoles and other electronic equipment. You will make ongoing purchases of inventory from any approved supplier, including our affiliate, Distro.
Promotional Campaigns	Our costs to conduct and costs of advertising and promotional materials.	On demand	We may establish and conduct promotional campaigns on a national or regional basis. We may require you and Co-ops to participate in these promotional campaigns. Your participation may include purchasing point of sale advertising material, posters, flyers, product displays and other promotional materials (unless provided at no charge through the Advertising Fund).
Extension Program	$1,000 for each of the first 6 months of extension, and $1,500 per month for months 7-12; payable on a monthly basis	On demand	If you are in good faith using your best efforts to begin operation of a Store within 9 months of signing the Franchise or Area Development Agreement, submit a written request and sign a withdrawal authorization form, then we may at our sole discretion, permit you to extend, for up to 12 months, the date by which you must begin operating your UBREAKIFIX BY ASURION Store.
Sublease Rent	A mutually agreed dollar amount more than the base rent. See Note 6	Monthly	Payable to us or our affiliates from whom you sublet your premises, if applicable.
Indemnity	Our costs and losses from any claim or legal action related to the construction, development, maintenance, operation, sale, transfer or assignment of your Store	On demand	You must indemnify us and our affiliates against all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands related to the construction, development, maintenance, operation, sale, transfer or assignment of your Store or rights under the Franchise Agreement.
Attorneys' Fees and Costs	Our attorneys' fees and costs	On demand	If we prevail in any arbitration, action or other legal proceeding with you, you will pay our attorneys' fees and costs.

1. Except where noted, all fees are imposed by Franchisor and are payable to Franchisor, an affiliate or approved supplier. All fees are non-refundable and are uniform for franchises currently being offered, except that if you are converting one or more existing independent electronic device repair service stores to the UBREAKIFIX BY ASURION brand, we may agree to a reduced Initial Franchise Fee to help defer some of your costs associated with bringing the converted stores up to the standard UBREAKIFIX BY ASURION trade dress.

   2023 MOU Promotional Program: If you meet our eligibility criteria, you may be eligible to participate in our MUO promotion program, which currently offers a variety of benefits and incentives, including capped monthly royalties in certain situations, net-90 terms on retail products, front of house kits at no charge, rebates for part purchases, and other benefits as determined by us. The program is anticipated to continue through 2023, but we reserve the right to modify the specific benefits, terms, and eligibility requirements at our discretion.

2. Payable each Accounting Period, or at the time of the transaction for certain administered National Accounts programs. by electronic funds transfer, or if funds are not available, Franchisor will charge your credit card account for any unpaid amount.
3. With the exception of revenue and sales incentive payments related to the enrollment of customers in certain service contract programs and other subscription services offered by our National Accounts partners, "Gross Sales" includes all revenue received or receivable by you as payment, whether in cash or for credit, or other means of exchange (and whether or not payment is received), for any and all goods, merchandise, services or products sold in or from your UBREAKIFIX BY ASURION Store and Mobile Unit(s), or which are promoted or sold under any of the Marks, whether or not we offer the services or products in our other locations. "Gross Sales" includes (a) revenue from sales of any nature or kind, derived by you or by any other person or Entity (including your affiliate(s)) from your Store; (b) sales of all products and services, even if they are not Approved Products and Services; (c) the imputed amount of gross sales used in calculating your losses under any business interruption insurance, before the insurer's deduction for expenses not incurred during the loss period, but after the satisfaction of any applicable deductible; and (d) revenue received on redemption of pre-paid gift cards and certificates. "Gross Sales" excludes (i) sales, value added or other tax, excise or duty charged to customers imposed by any Federal, state, municipal or local authority and actually paid to the appropriate governmental authority; (ii) revenue received from sales of pre-paid gift cards and certificates; (iii) revenue received from sales of pre-owned devices to us or our affiliates; and (iv) revenue received from the enrollment of customers in certain service contract programs and other subscription services offered by our National Accounts partners.
4. "National Accounts" include: (i) potential or existing businesses (or the businesses' customers) that have multiple offices, facilities, retail premises, or operations located (or which we expect to be located) within and outside of your Territory; or (ii) department store, electronics, mobile phone or computer retailer, "membership based retailer," or other business(es) whose clientele include potential customers for Approved Products and Services. "National Accounts" do not include Residential and Small Business Customers, who are individuals and businesses with 300 or fewer employees. You may also have the opportunity to participate in one or more National Account authorized provider programs. Under these programs, you may be obligated to purchase inventory of new, like new, reclaimed and refurbished parts and equipment through our affiliate, uBreakiFix Repair Parts Co. Ongoing inventory purchases may be on an automatic inventory resupply arrangement to prevent necessary inventory from falling below required levels. You may also be obligated to use commercially reasonable efforts to enroll customers in certain service contract programs and other subscription services as may be communicated from time to time by Franchisor and/or our National Accounts partners.

5. We do not charge a fee for other mandatory training programs, unless the Store is not in compliance with Standards and we require you, your Operating Principal and Store Manager to re-attend and successfully complete the Initial Training Program to our satisfaction. We may charge training fees for optional training programs that we may offer.
6. Costs include our attorney's fees. Costs may vary depending on the circumstances. Under normal circumstances, our costs to review a transfer will be about $1,500 and to review a private securities offering will be about $5,000.
7. If you sublet from us or our affiliate, your rent will be as mutually agreed based on the rent payable by us or our affiliate to the master landlord.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Single UBREAKIFIX BY ASURION Store and Mobile Unit[1]

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee[2]	$25,000	$40,000	Lump Sum	At Signing of Franchise Agreement	Us
Initial Training Fee[2]	$0	$12,500	Lump Sum	At Signing of first Franchise Agreement	Us
Initial Inventory of Parts and Accessories[3]	$4,000	$57,000	Lump Sum	Before Opening	Our affiliates or Approved Suppliers
Initial Equipment, Tools, Supplies, and POS Hardware[4]	$9,650	$22,000	Lump Sum	Before Opening	Our affiliates or Approved Suppliers
Furniture and Fixtures	$10,000	$25,405	Lump Sum	Before Opening	Approved Suppliers
Interior Signage	$1,000	$4,000	Lump Sum	As Arranged	Approved Suppliers
External Signage[5]	$5,000	$20,000	As Arranged	As Arranged	Vendors
Wages, Travel and Living Expenses During Training[6]	$15,000	$23,000	As Arranged	As Arranged	Airlines, Hotels and Vendors
Wages, Travel and Living Expenses During Site Review[7]	$0	$1,000	As Arranged	As Arranged	Us
Legal and Accounting[8]	$1,500	$11,000	As Arranged	As Arranged	Vendors
Business Licenses and Permits	$700	$1,500	As Arranged	As Arranged	Government
First 3 Months Marketing	$0	$8,000	Monthly	As Arranged	Vendors
Insurance	$3,000	$7,000	As Incurred	As Arranged	Vendors
Store Rent – 3 Months	$0	$20,000	As Arranged	Monthly	Landlord
Mobile Unit Lease Payments-3 Months[9]	$0	$3,150	As Arranged	Monthly	Vendor
Store Security Deposits	$0	$15,000	As Arranged	As Arranged	Landlord and Government

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Construction and Leasehold Improvements[10]	$25,000	$62,000	As Arranged	As Arranged	Contractors
Additional Funds - 3 Months[11]	$18,500	$37,000	As Incurred	As Incurred	Employees and Vendors
TOTAL	**$118,350**	**$369,555**			

Notes: Actual costs will vary for each franchisee and each location depending on a number of factors. Payments to us are not refundable. We are not able to represent whether or not amounts that you may pay to third parties are refundable.

1. This chart describes your estimated initial investment in opening a single UBREAKIFIX BY ASURION Store. The high end of these figures includes the additional expense of operating a single Mobile Unit in connection with that Store. Your initial investment will be higher if you operate more than one Mobile Unit in connection with a Store.

2. The initial franchise fee and initial training fee are detailed in Item 5. The initial training fee is payable in connection with your first franchise agreement. As described in Item 5, we participate in the IFA's VetFran Program. If you are a qualified veteran, you will receive a 20% discount on the initial franchisee fee for the first Franchise Agreement. As noted in Item 5, we may waive the initial franchise fee and initial training fee for Franchise Agreements executed with our affiliated entities. Other circumstances in which waivers and discounts of the initial franchise fee and waivers of the initial training fee may be offered are described in Item 5.

3. The high end of these figures represents the out-of-pocket cost of your initial inventory of parts if you were not to participate in our consignment program. The low end of these figures assumes that you do participate in our consignment program and represents the cost of your initial inventory of accessories only.

4. This figure includes the approximate initial cost for the Information Systems, which is $3,000 to $6,000 (which includes vendor provided training). We have not included the cost of software maintenance agreements, if any.

5. The high end of these figures contemplates a situation where your location can support more than one external sign and/or a pylon sign.

6. These figures include your costs of travel, food, lodging and other expenses during your initial 3-week training program. The initial training program will be about 48 hours per week of training over a 3-week period. If we have waived the initial training fee, then you will not be required to attend the initial training program and will not incur these costs. For more information, see Item 5. If circumstances warrant, we may decide the initial training program should be conducted virtually, and your expenses will be lower.

7. When we receive information for a proposed site, we will review the information and either accept or reject the proposed site. We will review one proposed site at no charge. For a second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site. The high end estimate above assumes we will review 2 sites. If additional site reviews are necessary, we estimate that each one could cost about $1,000. These figures include our expenses for travel, food and lodging in connection with each on-site review.

8. If you also sign an Area Development Agreement, we anticipate that your legal fees may be greater and range from $1,000 to $10,000.

9. This estimate includes expected lease payments for a van to operate as a single Mobile Unit for the first three (3) months of operation. If you purchase rather than lease a Mobile Unit we estimate the cost of the Mobile Unit will be approximately $36,658 to $45,750 for a van.

10. One or more National Account Participant Agreements may also entitle you to operate a Satellite Unit within an existing third party retail store, and you may incur expenses, not shown above, to build out a retail counter or kiosk from which to operate, which we expect may cost you between $7,000 and $41,000.

11. The estimate of additional funds for the initial phase of your business is based on your staff salaries and operating expenses for the first 3 months of operation. The estimate also includes expected operating expenses for a single Mobile Unit for the first 3 months of operation. The estimate of additional funds does not include an Owner's salary or draw. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. If you also sign an Area Development Agreement, you should plan and budget accordingly based on the development schedule listed in your area development agreement. You should plan on incurring additional payroll expenses for training associates for stores that are not open yet.

General

In compiling the estimates for additional funds, we relied on the experience of our affiliates in the construction and development of UBREAKIFIX BY ASURION Stores and the operation of Mobile Units. Additional working capital may be required if sales are low or fixed costs are high. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Area Development Agreement

If you sign an Area Development Agreement, you must also pay us a non-refundable initial development fee equal to $12,500 multiplied by the number of UBREAKIFIX BY ASURION Stores (excluding the first Store) which you must open, when you concurrently sign your first Franchise Agreement. Assuming the development of 3 to 5 Stores, the initial development fee is $25,000 to $50,000.

When we accept the site for each subsequent UBREAKIFIX BY ASURION Store, you will sign a separate Franchise Agreement and pay us an initial franchise fee of $25,000. However, we will apply a $12,500 credit from the development fee against the initial franchise fees for the second and each subsequent Franchise Agreement until the development fee is exhausted).

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Real Estate

You are solely responsible for finding a Store site that we approve of (the "**Location**"). Unless we notify you in writing that the proposed site is acceptable within 30 days after you have submitted a site review request package for a proposed site (or 15 days after receipt of additional information which we request), the site will be deemed rejected. You may not relocate your Store without our prior written consent.

If you do not already have a location when you sign your Franchise Agreement, you must promptly purchase or lease a site for your Store. You must submit your proposed lease to us for acceptance at least 15 days before you sign it. Our acceptance of your lease is based solely on our own interests and does not represent any guarantee or endorsement by us of the Location or confirmation that the lease complies with applicable law or that the terms of the lease are favorable to you. If we accept the proposed lease, we will notify you of

our acceptance of the lease. Your lease must not (a) obligate us in any manner, (b) contain any provision inconsistent with your Franchise Agreement, or (c) contain a non-competition covenant which restricts us or our affiliates. In addition, your lease must provide for a term at least as long as the term of your Franchise Agreement (which can include renewal options), and must include the addendum attached to the Franchise Agreement as Attachment 4.

If you purchase the Location, you must submit the purchase contract to us for approval at least 15 days before you sign it, and provide a fully signed copy within 15 days following signing.

You must construct, equip and improve your Store in compliance with our current design criteria. You may employ any architects and general contractors you desire; however, all plans and modifications to the Location must be submitted to us for our review and acceptance before you start construction. Unless we notify you in writing that the plans and modifications are accepted, they will be deemed rejected. You may not open your Store until you receive written authorization from us to do so, which may be subject to our satisfactory inspection of your Store, which may be accomplished remotely or by travel to your site at our sole discretion. You must begin operation of your Store within 9 months of signing the Franchise Agreement.

You must maintain a business Office (the "**Office**") at a location acceptable to us. In your Office, you will maintain a computer system, provide for overnight storage of Mobile Unit vehicles, and store business records and extra parts, tools, equipment (which may also be stored in a secure third party operated storage facility acceptable to us). Your Store or your residence may serve as your Office.

On occasion, we or our affiliate may locate sites for our franchisees. If we locate and offer a site to you and you are interested in it, we or our affiliate may sublease the real property to you.

A copy of the standard sublease offered by us or our affiliate is attached to this disclosure document as Exhibit M. It "passes through" the terms and conditions of the underlying lease, with specified exceptions, including that your rent may be marked up to defray our risk and expenses in administering the lease and, you will reimburse all costs and expenses that we or our affiliate incurred to negotiate the Master Lease, and to cause the premises and Store to be constructed, equipped and improved, including without limitations the cost and expense to engage licensed architects, engineers and general contractors, to prepare architectural, engineering and construction drawings and site plans, and to obtain all Permits for the Store and Premises. At the time you sign the sublease and assume possession, construction, equipping and improvement of the Premises and Store may not be complete, in which case you must also complete the same, at your sole cost and expense, in accordance with the Standards. The security deposit is usually equal to one month's rent.

Merchandise, Materials, Supplies and Services

You must offer only Approved Products and Services at your Store and Mobile Unit(s), and such products and services must be offered strictly in accordance with our "**Standards**." Our "**Standards**" include the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, recommendations and administrative procedures you must use to implement the System and in the operation of an UBREAKIFIX BY ASURION Store and Mobile Unit(s). We may modify and supplement our Standards and will communicate changes or additions to you in writing.

"**Approved Products and Services**" are services and ancillary related products specified by us from time to time in the Manuals, or otherwise in writing, including without, limitation, any applicable National Account Participation Agreements, for offer and sale by the Store or Mobile Unit(s), marketed, offered, sold, and rendered at the Store or Mobile Unit(s) to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and

other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering the Device Recommerce Program; (g) engaging in the sale of service contract programs and other monthly subscription services; and (h) other sales, support and service that we authorize through remote, telephone, in-home or on-site sales and services. To be able to provide repair services, you will need to purchase and maintain an inventory of certain tools, supplies, replacement parts and products. Mobile Units may offer a different menu of Approved Products and Services.

Although we presently allow you to purchase many of these items from any approved supplier, our affiliate, Distro, makes most of these items available for your purchase, at the same prices charged to other franchisees. We designate certain items that may only be purchased from us or our affiliates or from Suppliers we designate ("**Designated Products and Services**"). In some instances, National Accounts may impose certain requirements, including without limitation, background checks to be conducted by particular vendors and branded replacement parts to be purchased from them directly or through Distro. The Designated Products and Services may include: (i) products that bear the UBREAKIFIX BY ASURION mark or marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications we deem to be of significant importance to your UBREAKIFIX BY ASURION Store and Mobile Unit(s) or which are produced or manufactured in accordance with our specifications and/or formulas, and products and services which we select as designated products and services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items of service like those provided by organizations that provide referrals to or pre-screen service professionals that we may authorize you from time to time to use to provide additional and/or specialized support and assistance to customers.

We may, at our option, permit you to obtain inventory and parts on a consignment basis (collectively, the "**Consigned Parts**") from us, Distro or another one of our affiliates ("**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in performing Approved Products and Services will at all times remain the property of the Consigning Party. You will be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. You must pay the Consigning Party on use in repairs. You must comply with the Standards and other requirements that we may establish or revise periodically related to Consigned Parts. You must enter into a Consignment Agreement attached here as Exhibit Q.

We may also specify certain products and services, like merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, vehicles used to operate as Mobile Units, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which you may or must use and/or offer and sell at/from your Store and Mobile Unit(s) ("**Ancillary Products and Services**"). You may, but will not be obligated to, purchase the Ancillary Products and Services from us or our affiliates, if we or our affiliates, supply the same. You may use, offer or sell only the Ancillary Products and Services that we have expressly authorized, and that are purchased or obtained from us, one of our affiliates, or a producer, manufacturer, distributor, supplier or service provider ("**Supplier**") designated or approved by us under the Franchise Agreement.

If you wish to obtain authorized Ancillary Products and Services from a supplier other than us or one we have previously approved or designated (and not subsequently disapproved), you must seek our approval by written notice which (i) identifies the name and address of the company, (ii) contains the information we request or require to be provided in the Manuals (e.g. financial, operational and economic information regarding its business), and (iii) identifies the authorized item you seek to purchase from the proposed Supplier. On request, we will furnish you with specifications for the Ancillary Products and Services if they are not in the

Manuals. The proposed Supplier must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure, and must demonstrate to our reasonable satisfaction (a) its ability to supply products meeting our specifications, (b) its reliability with respect to delivery and consistent quality of products or services, and (c) its ability to price the proposed products competitively. The proposed Supplier must, at our request, furnish at no cost product samples, specifications and other information we may require, and allow us or our representatives to inspect the proposed Supplier's facilities and establish economic terms, delivery, service and other requirements consistent with our other distribution relationships for other UBREAKIFIX BY ASURION Stores and Mobile Unit(s).

We will use our good faith efforts to notify you of our decision within 60 days after we receive your request for approval and all requested back-up information.

Among the other factors we may consider in deciding whether to approve a proposed approved supplier, we may consider the effect that the approval may have on our and our franchisees' ability to obtain the lowest distribution costs with the quality and uniformity of product offered system-wide by UBREAKIFIX BY ASURION franchisees. We may also require a proposed approved supplier to agree in writing: (i) to provide us free samples on request of any Ancillary Products and Services it intends to supply, (ii) to faithfully comply with our specifications, and (iii) to sell any product bearing our trademarks only to our franchisees and only under a trademark license agreement in form we provide (which may require payment of a royalty), and (iv) to provide to us duplicate purchase invoices for our records and inspection. We reserve the right to subsequently revoke our approval on written notice to you.

You or your proposed approved supplier must pay us in advance (or if we request, reimburse us) our reasonably anticipated costs to review the proposed approved supplier's application and all current and future reasonable costs and expenses, to inspect and audit their facilities, equipment, and products, and all product testing costs paid by us to third parties.

None of our officers owns an interest in any approved or designated Supplier, including Distro, which will supply various products and services to you.

We have an agreement with our affiliate, Distro, who is an approved supplier and supplies repair parts and other goods or services to our franchisees' and our affiliates' Stores and Mobile Units. In 2022, Distro had revenue of $185,631,810 from the sale of goods and services to franchisees. We and our affiliates may receive rebates based on franchisees' purchases of products and services. We intend to deposit any rebate revenue we receive into the advertising fund described in this disclosure document, although we are not required to do so. Rebates are generally calculated based on a percentage of the purchase price of a product or service. Otherwise, we have not negotiated purchase agreements with suppliers or established purchasing or distribution cooperatives. We review all suppliers whom you propose to use. None of our Total Revenue during our fiscal year ended December 31, 2022 was derived from required purchases or leases by our franchisees.

You must purchase your initial inventory of interior graphics, Franchisor branded glass, a sign package, and window graphics from approved suppliers. You must purchase certain equipment, tools, supplies, parts and accessories that meet our specifications. These items may be purchased from us, our affiliates, or from Approved Suppliers. We are not the only approved supplier for any products, goods or services. However, in order to ensure quality or other specifications we deem to be of significant importance to the Store and/or System, including compliance with our agreements with Original Equipment Manufacturers (OEMs) and National Accounts partners, our affiliate, Distro, is currently the only approved supplier for certain parts used to perform repairs although we continuously evaluate alternative options as potential new Approved Suppliers. Our affiliate intends to operate competitively against other Approved Suppliers to provide franchisees with a lower cost, higher quality solution. Distro does include a mark-up on its prices and will continue to derive revenue and profits from its sales of goods and services to franchisees, but we do not derive revenue on account of those sales.

Except as described above, we do not currently derive revenue or other material consideration based on your purchases of products, merchandise and services from unaffiliated or unapproved suppliers. There are no purchasing or distribution cooperatives.

We estimate that substantially all of your expenditures for leases and purchases in establishing your Store and Mobile Unit(s) and substantially all of your expenditures on an ongoing basis during the operation of your Store and Mobile Unit(s) will be for goods and services which are subject to sourcing restrictions (that is, which must meet our standards and specifications), or which must be purchased from Suppliers which we designate or approve.

We may periodically require you to participate in test programs and market research to determine the salability of new products and services. The test programs may include selling certain products and offering specific services. If you are requested to participate in a test program, you must provide timely reports and other relevant information regarding the test program.

You must operate your Store and Mobile Unit(s) in compliance with the standard procedures, policies, rules and regulations contained in the Manuals. We do not reward or provide material benefits to you based on your use of designated Suppliers, but doing so is one of your obligations under the Franchise Agreement and may obligate you to purchase replacement or other designated or approved suppliers. We may terminate your Franchise Agreement if you purchase from unapproved sources in violation of your agreement.

Computer Equipment & Information Systems

You must obtain the "POS System" as detailed in the Manuals. The POS System must be connected via a high-speed connection at all times and be capable of accessing the Internet. You must obtain certain Information Systems that we specify. You must also obtain related service contracts, support contracts and other similar arrangements.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

Insurance

You must maintain suitable insurance coverage and minimum amounts specified in the Franchise Agreement, Manuals or by written notice, including all risk property and casualty insurance for the replacement value of your UBREAKIFIX BY ASURION Store and Mobile Unit(s); business interruption insurance providing for continued payment of all amounts due (or to become due) to us under your Franchise Agreement or any other agreement with us; workers compensation insurance as required by applicable law. Currently, you must maintain at a minimum the following coverages: Commercial General Liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, including premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions, with an insurance company approved by us.

For the operation of a Mobile Unit, you must obtain and maintain insurance coverage in the types and amounts of coverage and deductibles required by applicable law and as specified in the Manuals (including automobile coverage for bodily injury and property damage liability protection) with an insurance company approved by us. Currently, you must maintain at a minimum Business Auto liability insurance, including coverage for "any auto," with limits of not less than $100,000 per person, $300,000 per accident for bodily injury and $50,000 for property damage.

All policies must name "Asurion and its subsidiaries and affiliates" as additional insureds. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier subject to our approval, not to be unreasonably withheld.

Local Advertising

In addition to your Advertising Fee, you must spend at least 2% of Gross Sales on local advertising and promotion ("**Local Advertising**"), conforming with our policies and standards. At our request, you must provide us, for review and approval, an advertising plan which details the Local Advertising to be provided over a twelve (12) month period.

Vehicles

Each vehicle used as a Mobile Unit must meet our then-current policies, including, among other things, specifications relating to the required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, as specified in the Manuals, and you must lease each vehicle from a Supplier designated by us. You must maintain the condition and appearance of the vehicle in a "like new" condition and repair, perform periodic maintenance as necessary, and keep it clean, free of dents, scratches or other damage or mechanical problems.

Depending on the customer service needs of your location, you may be required to have and maintain in operation a Mobile Unit(s). If we determine that the number of Mobile Units is insufficient to service the volume of customer requests for mobile repairs, we may notify you of the number of additional Mobile Units you must add to your fleet, and you must add that number of Mobile Units to your fleet within 90 days of the date of notification, and if you decline or fail for any reason to add the requested number of fully equipped and operational Mobile Units to your fleet, we may terminate the Franchise Agreement and/or fashion other remedies including but not limited to removing, suspending or blocking your right to receive service requests, or operating Mobile Units ourselves in your area.

As described in more detail in Item 10, we have made arrangements with Bancorp ("**Lessor**") whereby Lessor will lease vehicles, which have been equipped and outfitted in accordance with our Standards, to franchisees for them to operate as Mobile Units. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. The decision whether or not to lease to you will be in Lessor's sole discretion, and may include you meeting credit worthiness and other conditions and qualifications. We will provide our approved supplier for the outfitting of Mobile Units with copies of our specifications for the design and layout of a Mobile Unit including mandatory fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs which will then be delivered to the Lessor, fully equipped and outfitted.

We have the right, but not the obligation, to perform physical and remote electronic monitoring and inspections of each Mobile Unit and to physically inspect your Office, if applicable, to ensure that each meets the Standards, and that all fixtures, signs, furnishings and equipment comply with the Standards. You expressly consent to our use of GPS or other specified electronic methods and devices to track and monitor the location and movement of your Mobile Unit(s) and any laptop computer or personal mobile device approved in operation of your Mobile Unit(s).

To renew any of your rights under the Franchise Agreement, you must, at your expense, repaint, re-decal, and re-equip, your Mobile Unit(s), and if a Mobile Unit's odometer reflects greater than 150,000 miles, replace the Mobile Unit and otherwise comply with our then-current Standards for new Mobile Units.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement, Area Development Agreement, or Sublease	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.1-5.3, 5.6 and 5.7 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 8 & 11
b. Pre-opening purchases/leases	Sections 5.3 and 5.6 of Franchise Agreement	Item 8
c. Site development and other pre-opening requirements	Sections 5.4 and 5.6 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 7 & 11
d. Initial and ongoing training	Article 6 of Franchise Agreement	Item 11
e. Opening	Sections 5.4.4 and 5.6.6 of Franchise Agreement	None
f. Fees	Article 4 of Franchise Agreement; Article 5 of Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/Operations Manuals	Article 7 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Article 11 of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 7.7, 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Sections 7.1 and 9.5 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Article 2 of Area Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 5.5 and 5.6 of Franchise Agreement	Item 11
n. Insurance	Article 16 of Franchise Agreement	Items 6 & 8
o. Advertising	Article 8 of Franchise Agreement	Items 6 & 11
p. Indemnification	Sections 13.2.4, 13.3.4, 17.1 and 17.2 of Franchise Agreement; Sections 7.3, 10.1 and 10.2 of Area Development Agreement	Item 6
q. Owner's participation/ management/staffing	Section 7.2 of Franchise Agreement	Items 11 & 15
r. Records/reports	Sections 10.1 and 10.4 of Franchise Agreement	Item 6
s. Inspections/audits	Sections 10.2 and 10.3 of Franchise Agreement	Items 6 & 11
t. Transfer	Sections 13.2, 13.3 and 13.4 of Franchise Agreement; Section 7.3 of Area Development Agreement	Item 17

Obligation	Section in Franchise Agreement, Area Development Agreement, or Sublease	Disclosure Document Item
u. Renewal	Sections 3.2, 3.3 and 3.4 of Franchise Agreement; Section 4.2, 4.3 and 4.4 of Area Development Agreement; Section 4.B.(ii) of Sublease	Item 17
v. Post-termination obligations	Article 15 of Franchise Agreement; Section 4.5 of Area Development Agreement	Item 17
w. Non-competition covenants	Section 12.1 of Franchise Agreement; Sections 8.1 and 8.2 of Area Development Agreement	Item 17
x. Dispute resolution	Article 19 of Franchise Agreement; Section 10.17 of Area Development Agreement	Item 17

ITEM 10
FINANCING

Except as described below, we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation.

Sublease of Store Premises

In certain instances, we or our affiliate may enter into subleases for store sites in certain geographical markets and may offer one or more of those sites to you, in which case you must sign a sublease on terms negotiated by us or our affiliate and you at the time of execution of the sublease (the form of which is attached as Exhibit M to this disclosure document). In the event of a subleasing arrangement, the nine (9) months usually allowed for you to begin operations may be reduced based on the status of the construction of the premises.

Other Financing and Leasing Programs

SUMMARY OF FINANCING/LEASING OFFERED								
Item Financed	**Source of Financing**	**Amount Financed**	**Term (Mos)**	**Interest Rate**	**Prepay Penalty**	**Security Required**	**Liability on Default**	**Loss of Legal Right on Default**
Van Lease(s)	Bancorp (Note 2)	Varies, About $750 to $1,000 /month /vehicle	Min. of 12 to 60 months	Variable	2 months regular payment, $150 documentation charge	Guarantee or security deposit	Cancellation of Lease and sale of vehicle, repossession of vehicle, acceleration of lease payments	Waive notice and service of process, Confess judgment

Notes:

We have made arrangements with Bancorp ("**Lessor**") for Lessor to lease vehicles to franchisees for them to operate Mobile Units. If you want to lease a vehicle from Lessor, you will sign a Master Lease Agreement Agreement (the "**Lease**") (See Exhibit P), and other documents required by the Lessor, which may include a personal guaranty. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. The decision whether or not to lease to you will be in Lessor's and our sole discretion, and may include you meeting credit worthiness and other conditions and qualifications. Your lease of a vehicle and the associated extension of credit is not and shall not be deemed to be an assurance that your Mobile Unit will be successful or achieve any financial metric. The Lessor is unaffiliated with us. The vehicle(s) you lease may only be used as a Mobile Unit. Monthly lease payments vary depending on the year, make and

model of the vehicle, whether the vehicle is factory ordered or a dealer stock purchase and invoice price. You will incur a lease activation fee of $75. The typical monthly lease payment for a factory ordered van is about $750 to $1,000. Interest is based on credit of lessee and cost of vehicle, and other factors as determined by Lessor. Lease is a contract for leasing only. You will acquire no ownership of the vehicle during the term of the Lease. The vehicle will be registered in the name of Lessor during the term of the Lease.

Because the Lease is provided by Lessor, we are not aware of its practice or intent to sell, assign, or discount to a third party all or part of the Lease. A condition to entering into the Lease, Lessor has required us and uBreakiFix Holdings Co to guarantee your payment and performance of the Lease, and Asurion to guarantee uBreakiFix Holdings Co's payment under the Lease. If Lessor will lease a vehicle to you, then we will require you to sign our Lease Addendum to Franchise Agreement, pursuant, which provides that a default of the Lease will be a default of your agreements with us, including your Franchise Agreement (Exhibit A-1). Accordingly, if you default on the Lease, you will be in default of your Franchise Agreement. In that case, we may terminate your Franchise Agreement, and you must, at our option, to sell certain equipment and furnishings of your UBREAKIFIX BY ASURION Store and Mobile Unit(s) to us or our designate in accordance with your Franchise Agreement. We may offset against any obligations we may have if we purchase equipment and/or furnishings, any amounts owed by you to us, including the amounts owed under the Lease. You must also indemnify us and our affiliates from any and all liabilities we may incur in connection with your default of the Lease.

We receive no consideration from Lessor.

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

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

Pre-Opening Obligations

Before you open your Store and begin operating Mobile Unit(s), we will do the following:

Site Review. If you have not found a location for your Store or Office, as applicable, when you sign the Franchise Agreement, you must promptly locate one or more proposed sites which meet our current standards and specifications. For each proposed site, you will submit to us certain information regarding the site that we request. On receiving the information regarding a proposed site, we will review the information and either accept or reject the proposed site. We will review one proposed site at no charge. However, for the second site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site. If we do not approve your proposed site within 30 days after your submission (or 15 days after you provide any supplemental information we request), the site will be considered rejected. (Franchise Agreement, §5.1.) Your Store location will be purchased or leased by you from independent third parties. If we or our affiliate offer a site to you that has already been leased by us, and you accept the site, you must sign a sublease.

Site Selection Assistance. You are solely responsible for selecting the site of your Store, which will be subject to our review and acceptance. We do not locate sites for you, but we may, at our option, assist you in locating or evaluating a site. You may not construe any assistance we may provide, or our acceptance as a guarantee or other assurance that the site will be successful. The factors we consider in accepting sites include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. (Franchise Agreement, §5.2)

Site Design Assistance. We will provide a copy of our basic specifications for the design and layout of your Store and Mobile Unit(s). You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you

begin construction. You are responsible for the costs of construction and remodeling. (Franchise Agreement, §5.4. and §5.6)

Training. We provide an initial training program and on-site opening assistance described below. (Franchise Agreement, §§ 6.1 and 6.2)

Manuals. You will have access to our confidential Manuals during the term of your Franchise Agreement through our online portal system. The Manuals contain our library of operations and training manuals, including start-up manual and franchise unit operation manual, and any other written directive related to the operation of Stores and Mobile Units, including all bulletins, supplements and ancillary and additional manuals and written directives established by us and includes our standard operational procedures, policies, rules and regulations with which you must comply. (Franchise Agreement, § 7.5) In Exhibit I is a copy of the table of contents of our Manuals that indicates the number of pages devoted to each subject.

Time to Open

We estimate that the typical time between signing a Franchise Agreement and opening an UBREAKIFIX BY ASURION Store will be between 2 and 9 months, assuming that a location can be obtained and leased within one month after you sign the Franchise Agreement. If there are unforeseen delays, it could take considerably longer for you to open your Store. Factors that may affect the length of time it takes you to open your Store include the process of negotiating a lease, construction delays, drafting architectural plans, obtaining permits, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

We estimate that the typical time between signing the Franchise Agreement and beginning operation of your Mobile Unit(s) will be between 1 and 7 months, assuming that a vehicle can be obtained and leased within one month after you sign the Franchise Agreement. If there are unforeseen delays, it could take considerably longer for you to begin operating your Mobile Unit(s). Factors that may affect the length of time it takes you to begin operating your Mobile Unit(s) include the process of negotiating a lease, outfitting, wrapping, equipping, obtaining licenses, permits, insurance coverage, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

We will provide you with copies of our specifications for the design and layout of your Store and required fixtures, equipment, furnishings, decor, trade dress, and signs. You will construct, equip and improve your Store in accordance with our Standards, unless we agree, in writing, to any modifications. You will employ licensed architects, engineers and general contractors, at your sole cost and expense, to prepare architectural, engineering and construction drawings and site plans, and to obtain all permits required to construct, remodel, renovate, and/or equip your Store and Mobile Unit(s). All plans, and modifications and revisions must be provided to us for our review and acceptance before you begin construction of your Store (within 60 days of signing the Franchise Agreement, unless we otherwise agree in writing).

As described in detail in Item 10, we have made arrangements with Bancorp ("**Lessor**") whereby Lessor will lease vehicles, which have been equipped and outfitted in accordance with our Standards, to franchisees for them to operate as Mobile Units. There is no assurance or guarantee that Lessor will agree to lease any vehicle(s) to you or any other franchisee. We will provide our approved supplier for the outfitting of Mobile Units with copies of our specifications for the design and layout of a Mobile Unit including mandatory fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs which will then be delivered to the Lessor, fully equipped and outfitted. The decision whether or not to lease to you will be in Lessor's sole discretion, and may include you meeting credit worthiness and other conditions and qualifications.

Subject only to Force Majeure (provided that you continuously comply with the terms of the Franchise Agreement), you must complete construction or renovation, of your Store and all improvements, including installation of all fixtures, signs, equipment and furnishings as soon as possible, and no later than 6 months

after construction begins, unless we consent in writing to a longer time period. You must begin operation of your Store within 9 months of signing the Franchise Agreement, unless you are subleasing store premises from us or our affiliate, then this time period may be reduced depending on the status of the construction of the premises.

Subject only to Force Majeure (provided that you continuously comply with the terms of the Franchise Agreement), you must complete modification and equipping, as the case may be, of your Mobile Unit(s) and all improvements, including installation of all fixtures, signs, and equipment as soon as possible and promptly after obtaining prior written consent from us to begin Mobile Unit operations.

You may not begin operation of a Mobile Unit until the Mobile Unit is available, fully modified to meet Standards, and we have authorized you in writing to begin operation.

Obligations After Opening.

During the operation of your UBREAKIFIX BY ASURION Store and Mobile Unit(s):

1. On reasonable request, we will give you additional assistance and advice to help you run your Store and Mobile Unit(s). In our sole discretion, we may send a representative to your Store to discuss your operations. If provided at your request, you must reimburse our expenses and pay our then-current training charges. (Franchise Agreement, § 6.5)

2. We will periodically designate Approved Products and Services which you must stock and provide. We or our affiliate(s) will sell you the products, as long as we supply them. (Franchise Agreement, § 9.1) Approved Products and Services presently include (a) repair services for computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; and (g) other sales, support and service that we authorize through remote, telephone, in-home or on-site sales and services. Approved Products and Services may in the future include a Device Recommerce Program developed by us. The menu of Approved Products and Services which you may offer from your Mobile Unit(s) may be different than or subject to different policies and Standards than those applicable to a Store.

3. We may, at our option, establish an Intranet through which our franchisees may communicate with each other, and through which we may communicate with you and may disseminate the Manuals, updates to the Manuals, and other confidential information to you. We will have sole discretion and control over all aspects of the Intranet, including content and functionality. (Franchise Agreement, § 7.15)

4. We will approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose to use in connection with local advertising. (Franchise Agreement, § 8.1)

5. We establish Standards governing the marketing, solicitation, sale and provision of services relating to any "**National Accounts**" which include (i) potential or existing businesses (or the businesses' customers) that have multiple offices, facilities, retail premises, or operations or (ii) department store, electronics or mobile phone or computer retailer, "membership based retailer," or other business(es) whose clientele include potential customers for Approved Products and Services. You must comply with these Standards, as amended by us, from time to time. We reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. We may in our sole and absolute discretion offer you the opportunity to service the office, facility, service, or operation of the National Account

for so long as you remain in good standing and in compliance with all of your obligations under the Franchise Agreement, including the Standards. You may not solicit National Accounts, regardless where their offices, facilities, services, or operations may be situated without our prior written consent. You will have no right to negotiate any agreement with National Accounts unless we expressly request you do so in writing. You may service an office, facility, service or operation of the National Account only if you agree to participate in the program we have established with the applicable National Account, including the execution of a National Account Participation Agreement, if we request, acceptance of the compensation we offer to you and the policies we establish related to the National Account. You may not attempt to arrange any different terms or collect any additional fees than those which we have negotiated. If you do not participate in the program for a National Account, or if you fail to comply with the terms of the Franchise Agreement, the participation agreement or other terms related to any National Account program in which you participate, or otherwise fail to meet all Standards, we may, in addition to all other remedies, refuse to permit you to service or continue to service any and all National Accounts, and allow the National Account to be serviced by us, an affiliate or other franchisees, even if such National Account is located within your Store's Territory. We may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of National Accounts, and we may charge you an administrative fee, which will not exceed 5% of your Gross Sales resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by you under the Franchise Agreement with respect to National Accounts, including Royalties and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on our receiving payment from the National Account; we do not guarantee payment by the National Account. We may deduct from our payments due to you any amounts you owe us. In most cases, we will pay you the anticipated amount owed from a National Account partner upfront and claw back any amounts that were denied payment by the National Account. Otherwise, you will be paid promptly, typically within 30 days of our receipt of the payment by the National Account.

Advertising (Franchise Agreement, §8)

Advertising Fund

Currently, we do not require any contributions to be made to the Advertising Fund. In the future, however, we may require you to pay us an Advertising Fee that we determine (not to exceed 2% of your Gross Sales) to our advertising fund. We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. Media placement may be on a national, regional or local basis. We need not make expenditures that are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from fund advertising. The fund is not a trust and we are not a fiduciary.

The fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising to promote and enhance the image, identify or patronage of UBREAKIFIX BY ASURION Stores and/or Mobile Units owned by us or our affiliates and by franchisees. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate on our books and records the advertising contributions we receive from franchisees. However, we are not required to maintain the contributions paid by you or other franchises to the fund and income earned by the fund in a separate account. But we may not use this money principally to solicit new franchise sales. We may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

Within 60 days following each of our fiscal years in which we operated the Advertising Fund, we will prepare an unaudited report certified as correct by a Franchisor officer showing the Advertising Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of Company or affiliate-owned UBREAKIFIX BY ASURION Stores, and the amount actually expended for the

year, and remaining balance or deficit in the Advertising Fund at the end of the fiscal year end. At your request, we will furnish a copy of the report to you. We do not conduct an audit of the Advertising Fund.

We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest in surplus funds. If we spend less than the total of all contributions to the Advertising Fund during any fiscal year, we may accumulate those sums for use in later years. If we or an affiliate advances money to the Advertising Fund beyond what it contributes on account of Company or affiliate-owned UBREAKIFIX BY ASURION Stores, we will be entitled to reimbursement. Any interest earned on monies held in the Advertising Fund may be retained by us for our own use, in our discretion.

Although we intend the fund to be perpetual we can terminate the fund. We will not terminate the fund until it has spent all money in the fund for advertising and promotional purposes.

As of December 31, 2022, we did not require franchisees to contribute to the Advertising Fund. Once we require franchisees to contribute, not all franchisees may be obligated to contribute, and some may contribute a different amount or at a different rate, as we determine appropriate. We will allocate for each UBREAKIFIX BY ASURION Store operated by us or any affiliate the amount that would be required to be contributed to the Advertising Fund if it were a franchised Store. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate the on our books and records, but commingled with our general operating funds, the advertising contributions we receive from franchisees. We or our affiliates may collect rebates and allowances and credits from Suppliers based on purchases or sales by us, our affiliates and franchisees and have the right to retain the sums for our own purposes, return the sums to be used by one or more franchisees, including for designated purposes, and use the sums for advertising the UBREAKIFIX BY ASURION brand, or one or more Advertising Fund expenditures in our discretion. Any contribution of the rebates or credits to the Advertising Fund will not reduce your obligation to pay the Advertising Fee.

We may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

Other Advertising Information

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or Territory.

You may develop advertising materials for your own use, at your own cost. You must submit to us all advertising materials not prepared or previously approved by us (or of which we subsequently withdraw approval), for our approval. If we do not approve your advertising materials within 15 days, the proposed advertising will be deemed disapproved. (Franchise Agreement § 8.1)

Although we do not currently do so, we may, in the future, require you to expend, in addition to the Advertising Fee, if any, at least 2% of your Gross Sales on local advertising ("**Local Advertising Expenditure**") and promotion of your UBREAKIFIX BY ASURION Store and Mobile Unit(s), conforming to our specifications in the Manuals. Although not required to do so, we strongly recommend that you expend an amount equal to 3-5% of Gross Sales as your Local Advertising Expenditure during each year, on approved advertising programs. At our request, you must submit, for our acceptance, a local advertising plan that details the local advertising you will conduct over a 12-month period. Without our express written consent, you may not use your Local Advertising Expenditure for market-wide research, seminars, entertainment, fees paid to consultants not approved by us, incentive programs, charitable contributions, press parties or specialty items (unless part of a market-wide program approved by us and the cost is not recovered by the promotion). (Franchise Agreement § 8.2)

Advertising Council

There is no advertising council composed of franchisees that advises the franchisor on advertising policies. The Franchise Agreement does not give us the power to form, change or dissolve an advertising council.

Advertising Cooperatives

As of the date of this disclosure document, we have not established any local or regional advertising cooperatives ("**Co-op**"). If we do so in the future, you must participate in any advertising Co-op for the region in which your UBREAKIFIX BY ASURION Store and Mobile Unit(s) are located. We will notify you in writing if you must join a regional advertising cooperative for your area and the amount of your advertising cooperative contributions. We determine the area of each advertising cooperative.

Each advertising cooperative must adopt written governing documents. A copy of the governing documents (if one has been established) will be available on request. At all meetings of cooperative advertising regions, each participating franchisee is entitled to one vote per UBREAKIFIX BY ASURION Store that franchisee operates in the cooperative region and we are entitled to one vote for each Company-owned UBREAKIFIX BY ASURION Store in the region. Mobile Units are not considered in determining voting.

Your minimum contributions to the advertising cooperative will be determined by us. However, each cooperative may increase the contribution by affirmative vote of not less than a majority of the voting power of the cooperative region. We or our affiliate, as applicable, will contribute to the advertising cooperative for each of our Company or affiliate-owned UBREAKIFIX BY ASURION Stores located in the cooperative region on the same basis as franchisees.

The advertising cooperative must prepare quarterly and annual financial statements prepared by an independent CPA and be made available to all franchisees in that advertising cooperative.

Referral Programs (Franchise Agreement § 8.7.6)

To competitively attract customers, we may enter arrangements with walk-in retail or other similar businesses ("**Referring Businesses**") who will introduce their customers as potential servicing leads ("**Referred Customers**") in exchange for us rewarding the Referring Businesses with a Referral Commission on sales to the Referred Customers in an amount which we establish not to exceed 10% of the Total Ticket Price (defined below). You will pay us the applicable Referral Commission on every sale you make to a Referred Customer, which we will then pay to the Referring Businesses. The "Total Ticket Price" is the Gross Sales you receive from the Referred Customer, exclusive of sales tax and before applying any discounts, credits, rebates, adjustments, and shipping, handling, insurance and related transportation costs. We may establish Standards governing the referral of Referred Customers, and you must comply with them. We may provide a centralized billing system, dispatch service and/or other systems related to the administration or servicing of leads from Referring Businesses.

Point of Sale/Information Systems (Franchise Agreement, § 7.3)

Before you begin operating your UBREAKIFIX BY ASURION Store, you must purchase the required computer and point-of-sale hardware and software, remote control software, Internet connections and service, required dedicated telephone lines and other computer-related accessories, software, peripherals and equipment (the "**Information Systems**"). The approximate initial cost to you for the Information Systems is $3,000 to $6,000 which includes vendor provided training); to purchase and install the Information Systems. POS software will be provided by our affiliate. You must purchase a computer(s), receipt printer(s), cash drawer(s), bar code scanner(s), monitor(s) and all other necessary peripherals required to operate POS system from an

approved supplier which may be our affiliate. The POS software provided by our affiliate will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. We will provide initial POS training on site and continued POS training through the Franchisor intranet. Basic trouble shooting and tech support will also be provided by us. We reserve the right to make changes to existing POS (Point of Sale)/Information System or change POS (Point of Sale)/Information System at any time. You must also obtain payment processing services from the approved supplier. We reserve the right to make changes to the approved supplier of payment processing services at any time. You must obtain high-speed communications access for your point-of-sale system, like broadband, DSL or other high-speed capacity.

We, and/or one of our National Accounts partners, have the right, but not the obligation, to perform physical or remote electronic monitoring, tracking, and inspections of your Mobile Unit(s) at any time to ensure that the operation meets Standards, including that all fixtures, signs, furnishings and equipment comply with Standards. You must consent to the use of GPS or other specified electronic methods and devices to track and monitor the location, movement, and operation of your Mobile Unit(s) and any laptop computer or personal mobile device used in connection with your Mobile Unit(s). You must inform all individuals that will be operating the Mobile Unit(s) of this and obtain any necessary written consents to the same.

The Mobile Unit Information Systems must at all times be connected to one or more high-speed communications media specified by us or our designee and capable of accessing the Internet via hotspots. You must transmit and receive data necessary or appropriate for the operation of your Mobile Unit(s), in the form and manner prescribed by us.

You must also maintain a functioning e-mail address for your business, on our outsourced web hosting service. Although we currently bear this cost on your behalf, we may require you to reimburse us for our actual costs associated with this service (presently about $100 yearly) per email account. You must apply for and maintain systems for use of debit cards, credit cards, loyalty and Gift Cards and other non-cash payment methods. You must adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

You must sell, or otherwise issue, as we may designate, stored-value, loyalty and gift cards, certificates and other non-cash payment methods (collectively "**Gift Cards**") that we designate and only in the manner specified in the Manuals and National Account standard operating procedures available on the UBREAKIFIX BY ASURION intranet. You must fully honor all Gift Cards that are in the form approved or required by us, regardless of whether the Gift Card was issued by you or another franchisee, or purchased at any other location, like a retail or grocery store, via the internet or via other means of distribution. You must sell, issue and redeem (without any offset) Gift Cards in accordance with the procedures and policies we may specify in the Manuals or otherwise in writing (the "**Gift Card Program**"). You may be required to (a) enter into a separate agreement with a third party provider of Gift Card processing services under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software or other equipment, required for participation in the Gift Card Program; (c) purchase and maintain sufficient inventory of Gift Cards for sale at/from your Store and Mobile Unit(s); (d) promote the sale of Gift Cards using only marketing methods and materials we approve; (e) comply in all material respects with all applicable laws, statutes and regulations in performing your obligations under the Franchise Agreement and otherwise in connection with the Gift Card Program; and (f) sign other agreements or documents as we reasonably require for the Gift Card Program. We may discontinue or modify the Gift Card Program at any time, in our sole discretion.

The required Information Systems includes one computer system with all necessary software, one receipt printer, one cash drawer, one bar code scanner, one monitor and all other necessary peripherals required to operate POS system. The POS software will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. You must purchase this system from Suppliers we designate.

We will store information concerning your sales, inventory, accounting and other operations on Information Systems we deem fit and in accordance with our record retention policy.

We may enter into agreements with Internet Referral Sources to refer customers to us and our franchisees, including you, and we may establish Standards governing the referral of customers derived via Internet Referral Sources. You must comply with these Standards, as amended by us from time to time, and we may condition your right to receive and make referrals on your compliance with these Standards. We do not currently do so, however we may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of leads from Internet Referral Sources, and we may charge you an administrative fee, of not more than 5% of your Gross Sales resulting from performance of services to customers from Internet Referral Sources. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by you under the Franchise Agreement, including National Accounts Fees, Continuing Royalties and Advertising Fees. We may deduct from our payments due to you any amounts you owe to us. You will not enter into any arrangement or agreement with an Internet Referral Source without our prior written consent.

You must provide all assistance we require to bring your point-of-sale system on-line with our Information Systems at the earliest possible time and to maintain this connection as we require. We may retrieve all information that we consider necessary, desirable or appropriate. There are no contractual limitations on our right to access information.

Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades or updates to the Information System. There are no contractual limitations on our ability to require you to update, upgrade or replace the Information Systems, add components to the Information Systems, and upgrade, update or replace components of the Information Systems. We may require you to update, upgrade or replace the Information Systems, including hardware and/or software, on written notice, and these costs might not be fully amortizable over the time remaining in the term of your Franchise Agreement. We cannot estimate the cost of maintaining, updating or upgrading the Information Systems or their components, because the cost will depend on your repair history, local costs of computer maintenance services in your area and technological advances that we cannot predict at this time.

Training (Franchise Agreement, Article 6)

Before opening your first UBREAKIFIX BY ASURION Store to the public, we will train up to 3 persons at our training facilities in Orlando, Florida; or at some other location closer to your Store as we determine (the "**Designated Training Facility**"). The initial training program is about 48 hours per week of training over 3 weeks. The following table describes our initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Repair Theory	8	0	Orlando, FL*
Smartphone Repairs	40	0	Orlando, FL*
iPad Repair	8	0	Orlando, FL*
Basic PC Troubleshooting/Repair	10	0	Orlando, FL*
Basic Mac Troubleshooting/Repair	6	0	Orlando, FL*
Liquid Damage Repair	8	0	Orlando, FL*
Basic Soldering Skills	8	0	Orlando, FL*

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Customer Service Training	24	0	Orlando, FL*
POS/Work Order Training	8	0	Orlando, FL*
Franchisor Portal Training	8	0	Orlando, FL*
Marketing	1	0	Orlando, FL*
Employee Management	2	0	Orlando, FL*
Financials and Brand Management	1	0	Orlando, FL*
Misc. Store Operations	4	0	Orlando, FL*
Q&A and Discussion	8	0	Orlando, FL*
Total	144	0	

*Or another Designated Training Facility closer to your Store, as we determine. In certain circumstances, we may decide the training program should be conducted virtually. If the training program is conducted virtually, we send you the necessary devices, parts, tools and other items you will need to learn and practice repairs.

We will hold training as frequently as we determine necessary. You or your Operating Principal must attend and complete the training program to our satisfaction. Your Store Manager and/or Mobile Unit Manager, as applicable, must attend and complete the training program to our satisfaction. The training program is conducted by our professional training staff, which is directed by our Senior Manager of Training, Calle Lieppman. Specialized teaching materials will be used including manuals, checklists and exams. Other employees may participate in the training program in their respective areas of expertise. Ms. Lieppman has three (3)] years of experience with us and seventeen (17 years in the technology industry.

Except as described below, we will provide the initial training program for up to three persons, and you must pay the Initial Training Fee of $12,500 (for your first Store and Mobile Unit) plus the travel and living expenses for you and your staff during that training. We may charge you our then-current training fee for any additional personnel that attend the initial training program and for any additional training we provide. If you or any of your Owners already own or operate one or more UBREAKIFIX BY ASURION Stores, and if we determine, in our sole discretion, that your existing Store(s) operations meet our standards and specifications, then we are not obligated to provide, and you are not obligated to attend, the initial training program (and pay the Initial Training Fee) for your second or subsequent Store.

Immediately before and after your first Store opens to the public, we will provide 16 days of on-site training to your Operating Principal and UBREAKIFIX BY ASURION manager. We do not charge a fee for on-site training; but if we determine that it is necessary to provide more than 16 days of on-site training, you must reimburse us for our costs and expenses, including wages, salaries, travel and lodging expenses that we incur as a result of extending the on-site training.

We will provide additional assistance and training to you and your staff if you request or if we decide it is necessary to implement new procedures or programs important to us in the operation of UBREAKIFIX BY ASURION Store and Mobile Unit(s). We may also provide optional additional assistance for you and your staff. The additional assistance may be held on a national or regional basis at locations that we choose. We may establish charges for the additional assistance, and in addition to any charges we establish, you must pay all transportation costs, food, lodging and other similar costs that you and your staff incur in connection with attending any additional training.

The Initial Training Program and On-Site Training will not be provided and no Initial Training Fee will be imposed if: (i) you and/or any of your Owners is operating one or more UBREAKIFIX BY ASURION Stores as of the date you sign the Franchise Agreement, or if your Operating Principal is an Experienced Manager, and your and/or any of your affiliates' existing Stores or Mobile Units are in compliance with Standards, and your Operating Principal has previously completed the Initial Training Program to our satisfaction, or (ii) the Franchise Agreement is executed as the Successor Franchise Agreement; or (iii) the Franchise Agreement is executed in connection with an assignment, including if you purchased the Mobile Unit business from another franchisee, and you and your Operating Principal have completed the Initial Training Program to our satisfaction with respect to another Store.

ITEM 12
TERRITORY

Franchise Agreement

The location of your franchise will be specified in the Franchise Agreement. However, if you and we have not agreed on the location of your UBREAKIFIX BY ASURION Store when you sign your Franchise Agreement, you must secure a location for your Store at a site accepted by us; we will assign you a provisional territory for 90 days in which to find a site meeting our standards. Our acceptance of a proposed location is not a guarantee that your Store will be successful. You may not relocate the Store without our prior written approval. You may apply for the right to open additional Stores under separate Franchise Agreements, but we have no obligation to allow you to open additional Stores. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

During the term of your Franchise Agreement, we will not open or operate, or license others to own or operate, any fixed-location UBREAKIFIX BY ASURION Store at any physical site in your Territory. Your Territory will be described in Attachment 1 to your Franchise Agreement before you sign the agreement; provided, that if we have not agreed on the location when you sign, we will determine the size and boundaries of your Territory when we approve your location, the exact size of which will vary depending on the location you select. It will be a radius of one mile surrounding your Store if located in an urban area or 3 miles surrounding your Store if located in a suburban area. Alternatively, it may be some other geographic area (containing a daytime and residential population of about 100,000 persons), described by attaching a map, or by reference to streets, natural boundaries or zip codes.

By signing the Franchise Agreement, you can, on a non-exclusive basis and if there is adequate customer demand in your Territory, operate Mobile Unit(s), each subject to our prior written approval, to offer, sell and provide certain Approved Products and Services for delivery via the Mobile Unit(s), at the homes or business addresses or other addresses provided by Residential and Small Business Customers and National Account customers assigned by the Dispatch System.

We reserve all rights not expressly granted in the Franchise Agreement ("**Reserved Rights**"). Accordingly, you will not receive an exclusive territory. You may face competition from other franchisees, from Stores and Mobile Units that we own, or from other channels of distribution or competitive brands that we control. Our Reserved Rights include, the exclusive, unrestricted right, in our discretion, directly and indirectly and through our employees, affiliates, representatives, franchisees, licensees, assigns, agents and others:

(ii) (a) To own or operate, and to license others (which may include our affiliates) to own or operate UBREAKIFIX BY ASURION Stores at any location outside your Territory and regardless of proximity to your Store, (b) to own or operate, and to license others (which may include our affiliates) to own or operate other businesses operating under names other than "UBREAKIFIX BY ASURION", at any location, within or outside your Territory (and Development Area if applicable)

and regardless of their proximity to your Store; and (c) to advertise and promote UBREAKIFIX BY ASURION services at any location and by any means, including the Internet;

(iii) To provide repair work on products "mailed-in" by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers in your Territory (and Development Area, if applicable), and to solicit repair work, support and assistance by means of the Internet or Internet website, direct mail advertising and other distribution methods whether or not operating under the name "UBREAKIFIX BY ASURION";

(iv) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce related support and assistance to customers wherever located, including to customers located within your Territory, and to solicit such electronic devices by means of the Internet or Internet web site, direct mail advertising and other distribution methods (that is, your right to participate in the Device Recommerce Program is limited to face-to-face transactions from your Store, unless we permit otherwise);

(v) To promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within your Territory (and Development Area, if applicable) and at any location (regardless of its proximity to your Store);

(vi) To provide services to or for National Accounts at any location, or to or for National Account customers at any location, within or outside your Territory (and Development Area, if applicable), and regardless of proximity to your Store, subject to the information provided below under "National Accounts";

(vii) To own, operate and license others to own and operate Mobile Units whether or not under the UBREAKIFIX BY ASURION name and Mark within or outside of a franchisee's Territory; and

(viii) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Territory and regardless of proximity to the Store, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

We do not pay compensation to you for soliciting or accepting orders from inside your Territory.

Dispatch System

When operating your Mobile Unit(s), you must participate only in the Dispatch System (defined below) we designate and must pay us the then-current dispatch fees established by us for each dispatch transmitted to you whether or not the dispatch results in a transaction ("**Dispatch Fee**"). As of the date of this Franchise Disclosure Document, the current Dispatch Fee is equal to $0.50 per dispatch. This fee is subject to change at our sole and absolute discretion on not less than 30 days prior written notice. If you fail to pay Dispatch Fees when due in accordance with the Franchise Agreement, we may terminate the Franchise Agreement, or fashion other remedies including to remove, suspend or block your right to receive service requests.

You agree and will cause your technicians who will operate a Mobile Unit to: (i) participate in a system whereby service requests submitted by customers via Internet, email, telephone, or by other electronic means,

will be received by our designee and assigned by our designee to you, other franchisees or Company-operated or affiliate-operated Mobile Units operating or available near each customer's provided address, in our designee's good faith discretion, applying such factors and criteria as it deems appropriate (the "**Dispatch System**"); (ii) execute and comply with all of the terms and conditions of any dispatch system agreement that we may designate in our sole discretion, or any amended or substitute agreement governing participation in the Dispatch System (the "**Dispatch Agreement**"); (iii) accept and honor all dispatches received through the Dispatch System and service all dispatches at the time of day requested by the customer; (iv) to the greatest extent enforceable under Applicable Law, adhere to the repair work rates and charges and other advertising and pricing policies in the Manuals and applicable National Account Participation Agreement, if any; and (v) use dispatch software from certain designated software providers in conjunction with the Dispatch System or any other dispatch system that we designate. We reserve the right to modify the Dispatch System and its service request allocation methodologies.

National Accounts.

We reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. We may in our sole and absolute discretion offer you the opportunity to service the office, facility, service, or operation of the National Account for so long as you remain in good standing and in compliance with all of your obligations under the Franchise Agreement, including the Standards. You may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without our prior written consent. You will have no right to negotiate any agreement with National Accounts unless we expressly request you do so in writing. You may service an office, facility, service or operation of the National Account only if you agree to participate in the program we have established with the applicable National Account, including the execution of a National Account Participation Agreement, if we request, acceptance of the compensation we offer to you and the policies we establish related to the National Account, and, you may not attempt to arrange any different terms or collect any additional fees than those which we have negotiated. If you do not participate in the program for a National Account, or if you fail to comply with the terms of the Franchise Agreement, the participation agreement or other terms related to any National Account program in which you participate, or otherwise fail to meet all Standards, we may, in addition to all other remedies, refuse to permit you to service or continue to service any and all National Accounts, and allow the National Account to be serviced by us, an affiliate or other franchisees.

For your reference, we have attached our standard template form of National Accounts Participation Agreement as Exhibit K. However, each National Account establishes its own requirements, including payment terms, required equipment, employee training, background checks and other requirements, and restrictions on the type and source of parts that may be used. The actual terms, which are confidential, will vary depending on the particular National Account's rules and requirements. We will provide you for review, a copy of the actual National Accounts Participation Agreement for each currently available existing National Account, after you have entered into a Franchise Agreement and before you commit to participate. Franchisees who choose to participate in our National Accounts programs typically obtain a significant amount of their Store volume through those programs. Some of our key National Accounts partners are Google, Verizon, Samsung, and Asurion. Payments for performing services for our National Accounts partners are fixed by contractual agreement. These contractual agreements, including payment terms, are renegotiated from time to time but may not keep pace with market fluctuations. Participation in our National Accounts programs may also require that you purchase certain Approved Products and Services from Approved Suppliers only. Of our National Accounts, the Asurion program generates the majority of the workorder volume for the System and offers you the opportunity to service their many retail, telecommunications, and other partners.

We may, directly or through a designee, provide a centralized billing system, dispatch service and/or other systems related to the administration or services of National Accounts. For this facilitation, we may charge an administrative fee, which will not exceed 5% of the Gross Sales earned by you from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before

deduction of, all other fees payable with respect to National Accounts, including Royalties and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on our receiving payment from the National Account; we do not guarantee payment by the National Account. We may deduct from our payments due to you any amounts you owe us. In most cases, we will pay you the anticipated amount owed from a National Account partner upfront and claw back any amounts that were denied payment by the National Account. Otherwise, you will be paid promptly, typically within 30 days of our receipt of the payment by the National Account.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of UBREAKIFIX BY ASURION Stores at locations in a specified Development Area, subject to our approval. The Development Area may be one or more cities, counties, states or some other defined area.

During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate another UBREAKIFIX BY ASURION Store in your Development Area. We expressly retain all of the same Reserved Rights with respect to the Development Area as described above with respect to your Franchise Agreement Territory. Accordingly, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate UBREAKIFIX BY ASURION Stores in your Development Area, but the termination of your right to develop your Development Area based solely on your failure to meet the development schedule, will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. After the expiration of the term of your Area Development Agreement, we may own, operate, or franchise or license others to operate additional UBREAKIFIX BY ASURION Stores anywhere, without restriction, including in your Development Area, subject to the rights granted to you in your Territory established under any then-existing Franchise Agreement, but if you determine that further development of your Development Area is desirable after the term of your agreement, you must notify us in writing, including the number of proposed UBREAKIFIX BY ASURION Stores and the proposed development schedule, within 180 days before the expiration of your Area Development Agreement. If we determine that your proposed additional development is unacceptable in any respect, we will negotiate with you in good faith for 60 days to try to agree on a mutually acceptable development schedule. If we determine that your proposed additional development is acceptable or if you reach a written agreement with us on an alternative additional development obligation, you will have the right to enter into a new Area Development Agreement and undertake additional development of your Development Area. If you do not exercise your right to enter into a new Area Development Agreement, we may own, operate, franchise or license other to operate additional UBREAKIFIX BY ASURION Stores in your Development Area subject only to the territorial rights reserved to you in the individual Franchise Agreements.

ITEM 13
TRADEMARKS

During the term of your Franchise Agreement, we license you the right to operate a Store and Mobile Unit(s) under the name "UBREAKIFIX BY ASURION". As we transition the system tradename from the ASURION TECH REPAIR & SOLUTIONS tradename to the UBREAKIFIX BY ASURION tradename, we also license you the right to use other designated trademarks, as we specify from time to time for designated purposes, to operate your Store and Mobile Unit(s). Our affiliate, uBreakiFix Co, has licensed us to offer and sell franchises, and to sublicense the right to use the following principal trademarks, among others, in

connection with the operation of UBREAKIFIX BY ASURION Stores and Mobile Units, under a written License Agreement with a 50-year term, renewable for automatic consecutive one-year terms unless either party elects not to renew. The License Agreement provides that on termination or expiration, uBreakiFix Co will honor all Franchise Agreements then in effect for the balance of their terms, including the terms of any successor agreements.

Below are the principal trademarks you will use to operate your Store and Mobile Unit(s).

Our affiliate, uBreakiFix Co, has applied to register the following three trademarks on the Principal Register of the USPTO. There are no federal registrations for these principal trademarks. Therefore, these principal trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use these principal trademarks is challenged, you may have to change to alternative trademarks, which may increase your expenses. Since the below three applications are pending at the USPTO, no affidavits have been required to be filed.

PENDING MARK	SERIAL NUMBER	APPLICATION DATE
ASURION TECH REPAIR & SOLUTIONS (word mark)	97,039,562	September 22, 2021
asurion tech repair & solutions (black & white design)	97,039,563	September 22, 2021
asurion tech repair & solutions (color design)	97,039,567	September 22, 2021

uBreakiFix Co has registered the following principal trademarks on the Principal Register of the U.S. Patent and Trademark Office, and all required affidavits have been filed. Three of these principal trademarks have reached incontestability status, with the latest mark (Reg. No. 4371477) reaching incontestability status as of August 22, 2018.

MARK	REGISTRATION NUMBER	REGISTRATION DATE
UBREAKIFIX	3855288	10/5/2010
UBREAKIFIX	4364495	7/9/2013
UBREAKIFIX	4662899	12/30/2014
	88519604	12/15/2020

PENDING MARK	SERIAL NUMBER	APPLICATION DATE
	88,899,349	May 4, 2020
ubreakifix	88,899,347	May 4, 2020
UBREAKIFIX BY ASURION	97,852,322	March 22, 2023
UBREAKIFIX BY ASURION	97,852,325	March 22, 2023
ubreakifix BY asurion	97,852,323	March 22, 2023
ubreakifix BY asurion	97,852,328	March 22, 2023

We do not have a federal registration for the trademarks listed above. Therefore, these trademarks do not have many of the legal benefits and rights of a federally registered trademark. If our right to use any of these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses. Since the first two above applications are pending at the USPTO, no affidavits have been required to be filed.

As of the date of this disclosure document, there are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceeding; or any pending material federal or state court litigation involving the trademarks. As of the date of this disclosure document, we know of no prior rights or infringing uses that could materially affect your use of the principal trademarks.

You must follow our rules when you use these principal trademarks and/or any other trademarks which we license you for your Store and Mobile Unit(s). You cannot use the principal trademarks and/or any other trademarks which we license you as a name or mark as part of a corporate name or any assumed, trade or fictitious name (such as a "DBA" name or otherwise), in whole or in part, or any variations or abbreviations thereof, and/or with modifying words, designs or symbols. You cannot prepare derivative works based on any of the principal trademarks and/or any other trademarks which we license you. You may not use our corporate name, principal trademarks and/or any other trademarks which we license you in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

We do not know of either superior prior rights or infringing uses in the state in which your UBREAKIFIX BY ASURION Store and Mobile Unit(s) will be located that could materially affect your use of the principal trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think appropriate. We will have sole discretion to take the action we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding concerning an infringement, challenge or claim relating to any principal

trademark. You must sign all documents, render assistance and do all things that our counsel deems necessary to protect our interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect our interests in the principal trademarks.

If a third party challenges your proper use of a principal trademark, we will take such action as we deem necessary and appropriate to defend you. You may participate in the defense, but at your own cost. You must notify us immediately when you learn about the infringement or challenge.

You must modify or discontinue the use of a principal trademark, at your expense, if we modify or discontinue it. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any right in or to any patents or copyrights that are material to the franchise system, except as described below. We do not have any pending patent or copyright applications or registrations. We do, however, claim common law copyright protection for our proprietary software web-based P.O.S and for our portal system, printed literature and our Standards and Manuals. We will allow you to use our portal system and you will have access to our Standards and Manuals solely for confidential use in your UBREAKIFIX BY ASURION Stores and Mobile Unit(s). The Information Systems, Standards and Manuals are our property and you may not duplicate, copy, disclose or disseminate the contents at any time, or prepare any derivative works based upon the Information Systems, Standards or Manuals, without our prior express written consent. We may modify or supplement the Information Systems and Standards and Manuals on notice or delivery to you. You must keep them current at all times, and on the termination or non-renewal of your Franchise Agreement return the software and Manuals and related content and materials to us.

You may not copy, divulge or use any confidential information, which may include our Standards and/or the contents of our Manuals, marketing plans and/or concepts, and operating methods and techniques (the "**Confidential Materials and Practices**") during or after the term of your Franchise Agreement, except in connection with the operation of your UBREAKIFIX BY ASURION Store and Mobile Unit(s) under a valid Franchise Agreement. You must follow all reasonable procedures we prescribe to prevent unauthorized use and disclosure of our Confidential Materials and Practices. You must inform your staff to whom the information, or any of it, is made available of this obligation of confidence, and have them sign a written non-disclosure, and submit a copy to us for our files.

There are no infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

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

Franchise Agreement

Owner(s) must directly supervise the franchise business, on its Store premises. If an Owner is not directly supervising the franchise business, you must designate an "Operating Principal" acceptable to us who has completed the training program to our satisfaction and will be principally responsible for communicating with us about business, operational and other ongoing matters concerning your UBREAKIFIX BY ASURION

Store and Mobile Unit(s). The Operating Principal must have the authority and responsibility for the day-to-day operation of your UBREAKIFIX BY ASURION Store and Mobile Unit(s).

You (or your Operating Principal) must have completed the training program to our satisfaction and you must have an UBREAKIFIX BY ASURION Store Manager and/or mobile-unit manager, as applicable, and a staff of individuals who have been trained to our satisfaction. You or your Operating Principal, as applicable, must (a) devote his or her full time and best efforts solely to the operation of your UBREAKIFIX BY ASURION Store and Mobile Unit(s); (b) meet our educational, experience, financial and other reasonable criteria for the position, as contained in the Standards and Manuals or otherwise in writing; (c) be accepted by us.

At our request, you, the Operating Principal and UBREAKIFIX BY ASURION Store Manager(s) and/or manager(s), as applicable, must sign a written confidentiality agreement regarding trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who directly or indirectly owns a 10% or greater interest in the franchisee entity must sign a Guaranty (Exhibit D) assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement.

During the term of your Franchise Agreement, you must, maintain a business credit card with an available credit limits of not less than $10,000 against which you will authorize us to charge amounts due from you, which are not drawn down by us by EFT. You will be responsible for any bank and credit card company charges imposed on us on account of credit card payments and the costs of these charges will be added to the amounts you owe us.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Franchise Agreement

You must sell and offer all and only those products and services that we authorize at or from your UBREAKIFIX BY ASURION Store and Mobile Unit(s) (i.e., "Approved Products and Services"). Approved products may differ among our franchisees, and may vary depending on the operating season and geographic location of your UBREAKIFIX BY ASURION Store and Mobile Unit(s) or other factors. Mobile Units may be restricted to a more limited menu of Approved Products and Services and may be subject to different policies and Standards than those applicable to a Store. On receipt of written notice from us, you must sell and provide additional Approved Products and Services according to the instructions and within the time specified in the notice. You must stop selling and providing any previously approved or discontinued products and/or services on notice from us. There is no limit on our right to change the approved products or services that you must sell. You may not stop offering any Approved Product or Service without our express written approval. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services.

You must offer and sell all Approved Products and Services in accordance with our Standards for the operation of an UBREAKIFIX BY ASURION Store and a Mobile Unit, as modified by us over time, including those we may establish specifically for the Device Recommence Program specifically, once launched, which may include Standards regarding which mobile and other electronic devices you may accept through the program, and policies and procedures for inspecting, evaluating, grading and reselling devices.

Unless specifically directed by us in writing, you must participate in all advertising, marketing, promotions, research and public relations programs instituted by us and/or the Advertising Fund.

You may not offer, sell or provide any approved products in connection with any trademark, service mark, logo type or commercial symbol of any other person or business entity without our express written consent.

You may not use alternative distribution channels to solicit or fill orders.

We reserve the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. You and each Co-op Advertising Region, if any, must participate in such promotional campaigns on such terms and conditions as we may establish. Your participation may include the purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

ITEM 17
RENEWAL, TERMINATIONS, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise Term	§ 3.1	About 10 years (we may adjust the exact term to coincide with the term and option terms in your lease).
b. Renewal or extension of the term	§ 3.2	2 renewal terms, each with a 10-year term.
c. Requirements for franchisee to renew or extend	§§ 3.2 - 3.4	To renew you must: have fully performed all obligations under the Franchise Agreement, the Manuals, and other agreements with us or our affiliates; met all standards; provide timely written notice of intent to renew; sign a new franchise agreement which may contain materially different terms and conditions than your original agreement; if requested, remodel the Store premises; if requested, repaint, re-decal and re-equip your Mobile Unit(s), and if mileage exceeds 150,000 miles, replace the Mobile Unit(s); not have more 3 or more noticed material defaults (cured or uncured) during any 36 month period; pay a renewal fee equal to 10% of the then-current franchise fee; comply (and your employees comply) with then-current qualification, training and certification requirements; and sign releases.
d. Termination by franchisee	§ 14.8	Subject to applicable state law, you may terminate if we materially default, and we do not cure the default within 60 days after our receipt of written notice from you detailing the alleged default, unless the default cannot reasonably be cured within 60 days.
e. Termination by Franchisor without cause	None	Not Applicable.
f. Termination by Franchisor with cause	§§ 14.1 – 14.7	We can terminate only if you default under your Franchise Agreement or an Area Development Agreement.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	§ 14.4	Includes any default not described as non-curable in paragraph (h) below. Most curable defaults must be cured within 10 days, or within 5 days for the failure to timely pay any amounts owed to us or an affiliate.
h. "Cause" defined – non-curable defaults	§14.2 – 14.3	Non curable defaults include: bankruptcy or insolvency; unsatisfied judgment or lien; seizure, take-over or foreclosure action; levy of execution of attachment on Franchise Agreement or on any property used in the Store or Mobile Unit(s); you allow or permit any judgment to be entered against us or any of our affiliates resulting from the operation of the Store or Mobile Unit(s); condemnation or transfer in lieu of condemnation; imminent danger to the public health; health and safety violations; conviction of, or guilty or nolo contendere plea by, an owner, officer, director or key staff to a felony or other crime or offense likely to adversely affect reputation; failure to comply with confidentiality or non-competition provisions of your Franchise Agreement; abandonment; assignment without our consent; repeated defaults, even if cured; violation of law which is not cured within 10 days; sale of unauthorized products; knowingly maintaining false books, underreporting or under recording of Gross Sales; misuse of trademark; misrepresentations in the acquisition of the Franchise Agreement; failing to complete training; and failing to meet certain financial covenants.
i. Franchisee's obligations on termination/non-renewal	Article 15	You must stop using trade secrets and Marks; pay all amounts due; cease using and return or turn over all manuals, training and promotional materials and customer lists to us; make cosmetic changes to your Store premises and Mobile Unit(s) so that they no longer resemble our proprietary design; at our option, sell the equipment and furnishings to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with the Store and Mobile Unit(s); authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also "r" below.
j. Assignment of contract by Franchisor	§13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§13.2.1	Includes transfer of control of your business, transfer of the agreement or change in ownership of the franchisee entity.
l. Franchisor approval of transfer	§§13.2	Transfers require our prior express written consent

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	§13.2 - 13.4	You must: provide us with written notice, all transfer documents, estoppel agreement of any causes of action against us, list of all owners and an offer to us of a right of first refusal; not be in default; pay all sums owed, including a transfer fee; sign releases and disclose all material information we request. The transferee must qualify; assume the Franchise Agreement or sign a new Franchise Agreement; complete training and pay our training fee; repair and refurbish the Store and each Mobile Unit assignee. (See also "r" below). With our written consent, you may transfer a Franchise Agreement to an entity of which you directly own 100% interest for convenience of ownership. All holders of a 10% or greater interest in the new franchisee entity must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with the transfer, including attorneys' fees. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of $5,000 or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	§13.2.3	We can match any offer for your business (this includes your Store and Mobile Unit(s)).

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Article 18 §5.3.1 and Attachment 4 to Franchise Agreement "Addendum to Lease"	If your Franchise Agreement is terminated or expires, we may purchase the equipment and furnishings of your Store and Mobile Unit(s), using a five (5)-year straight line amortization period. Your lease must also grant us the option to assume the Lease, or execute a substitute lease on the same terms for the then remaining term of the Lease plus all remaining option/renewal terms, on termination, expiration or your failure to exercise any option to renew, and/or extend the term of the Lease, as well as to cure your Lease default and succeed to rights in your Lease, or enter into a substitute Lease on the same terms. We have the right to purchase all of the assets of your business, including all fixtures, equipment, inventory and contract rights, free and clear of all liens and encumbrances at any time after the first to occur of: (a) twenty-four (24) months after the opening date of your UBREAKIFIX BY ASURION Store; (b) twenty-four (24) months after the opening date of the first UBREAKIFIX BY ASURION Store you open under an Area Development Agreement (if applicable); or (c) if applicable, the day that your Area Development Agreement is terminated, if it is terminated because of your failure to meet your development obligation. The purchase price will be either (i) 2 times unit EBITDA (for Store(s) and Mobile Unit(s) open fewer than 12 months, we only reimburse out-of-pocket costs to build out the Store(s)/equip the Mobile Unit(s)); or (ii) the fair market value of the assets. You may choose the methodology used to determine the purchase price, but if you do not make a timely selection of the methodology, the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.
p. Death or disability of franchisee	§ 14.3.2	Your heirs have nine (9) months after your death or legal incapacity to enter into a new Franchise Agreement, if the heirs meet our standards and qualifications. If your heirs do not meet our standards and qualifications, the heirs may sell to a person approved by us. See "m" above.
q. Non-competition covenants during the term of the franchise	§12.1	Subject to applicable state law, no involvement or interest in any similar or competitive business.
r. Non-competition covenants after the franchise is terminated or expires	§ 12.1	Subject to applicable state law, no involvement or interest in any similar or competitive business, for 2 years in your Territory, or within a 20-mile radius of the defined area of any then-existing UBREAKIFIX BY ASURION Store.
s. Modification of the agreement	§ 20.8	The Franchise Agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§20.8	Subject to applicable state law, only the terms of the Franchise Agreement and other related written agreements are binding. Any representations or promises outside of the disclosure document and Franchise Agreement or other related written agreements may not be enforceable

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article 19	Subject to applicable state law, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§20.14	Subject to applicable state law, arbitration must be in Florida.
w. Choice of law	§20.7	Subject to applicable state law, Florida law applies, except for the provisions respecting non-competition, which are governed by local law.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the Franchise Term	§ 4.1	Typically, 3 years or until you sign a Franchise Agreement for your last Store necessary to satisfy your Development Obligation, whichever is earlier.
b. Renewal or extension of the term	§§ 2.4 and 4.2	You do not have the right to renew your Area Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Area Development Agreement, we will offer you the opportunity to develop additional Stores. Unless we consent, you may not open more than the total number of Stores comprising your Development Obligation.
c. Requirements for franchisee to renew or extend	§§ 4.3-4.4	You must sign a new Area Development Agreement, which will contain your additional development obligation and may have materially different terms and conditions than your original contract. You and your affiliates who have a currently existing Franchise Agreement or Area Development Agreement with us must sign a general release.
d. Termination by franchisee	None	You may terminate under any grounds permitted by applicable state law.
e. Termination by Franchisor without cause	None	Not Applicable
f. Termination by Franchisor with cause	§9.1	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, an individual Franchise Agreement, or any other agreement with us or any of our affiliates.
g. "Cause" defined – curable defaults	§9.1	You have 5 days to cure non-payment of fees and ten 10 days to cure any default not defined as non-curable in (h.) below.
h. "Cause" defined – non-curable defaults	§9.1	Non curable defaults include: unapproved transfers; failure to meet development obligations, any breach of unfair competition provisions, and failure to meet Financial Covenants.

Provision	Section in Area Development Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	§4.5	You will have no further right to develop or operate additional Stores, but you may continue to own and operate all Stores under any Franchise Agreements existing at the time of termination or non-renewal.
j. Assignment of contract by Franchisor	§7.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§7.3	Includes transfer of control of your business, transfer of the agreement or change in ownership of a franchisee entity.
l. Franchisor approval of transfer	§7.3	Transfers require our express written consent, which we may grant or withhold for any reason at all in our sole judgment.
m. Conditions for franchisor approval of transfer	§§7.2 and 7.3	Except as describe below, you may not transfer your Area Development Agreement except with our written consent and a simultaneous assignment of all Franchise Agreements signed under the Area Development Agreement to the same assignee. At our election, the assignee must sign our then-current form of Development Agreement and Franchise Agreements for each Store then developed or under development. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable $5,000 fee to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	§7.3	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	§12.4	We have the right to purchase all assets of your business, free and clear of all liens and encumbrances at any time after the earlier of: (a) 24 months after the opening date of the first Store you open under the Area Development Agreement; or (b) the day that your Area Development Agreement is terminated, if terminated due to your failure to meet your development obligation. The purchase price will, at your option, be either (i) (a) 2 times unit EBITDA for the previous 12 months for Stores that have been open and operating for more than 12 months, plus (b) the uncredited portion of your Development Fee and the initial franchise fee and certain costs for Stores that have not opened or have not been open and operating for 12 months; or (ii) the fair market value of the assets. If you do not make a timely selection of the methodology, then the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.

Provision	Section in Area Development Agreement	Summary
p. Death or disability of franchisee	§§7.3 and 9.1	We allow your heirs a reasonable time, up to 9 months, after your death or legal incapacity to assign the Area Development Agreement to a person acceptable to us, in our sole discretion. See also "m" above.
q. Non-competition covenants during the term of the franchise	§8.1	Subject to applicable state law, no involvement or interest in a similar or competitive business.
r. Non-competition covenants after the franchise is terminated or expires	§8.2	Subject to applicable state law, no involvement or interest in a similar or competitive business for 24 months within the Development Area.
s. Modification of the agreement	§10.9	The agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§10.9	Subject to applicable state law, only the terms of the Franchise Agreement and other related written agreements are binding. Any representations or promises outside of the disclosure document and Franchise Agreement or other related written agreements may not be enforceable
u. Dispute resolution by arbitration or mediation	§10.17	Subject to applicable state law, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§§ 10.15 and 10.17	Subject to applicable state law, arbitration following unsuccessful negotiation and mediation must be in Florida.
w. Choice of law	§ 10.8	Subject to applicable state law, Florida law applies, except for the provisions respecting Non-Competition, which are governed by the law of the state in which you will operate.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote this franchise.

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 Theresa Madonia at 2121 S. Hiawassee Rd., Suite 120, Orlando Florida 32835, 877-224-4349, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary**
For Years 2020 through 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	478	434	-44
	2021	434	337	-97
	2022	337	443	+106
Company- and Affiliate-Owned	2020	23	120	+97
	2021	120	361	+241
	2022	361	321	-40
Total Outlets	2020	**501**	**554**	**+53**
	2021	**554**	**698**	**+144**
	2022	**698**	**764**	**+66**

**As of December 31, 2022, there were 50 Mobile Unit-only businesses in operation (operated by 19 franchisees), of which 0 were transferred and none closed or ceased operations in 2022.

Table No. 2
Transfers of Outlets from Franchisee to New Owners (other than the Franchisor)
For Years 2020 through 2022

State	Year	Number of Transfers
Arizona	2020	3
	2021	0
	2022	0
California	2020	4
	2021	0
	2022	1
Colorado	2020	1
	2021	0
	2022	0
Florida	2020	5
	2021	1
	2022	0

State	Year	Number of Transfers
Georgia	2020	1
	2021	1
	2022	0
Illinois	2020	2
	2021	0
	2022	3
Kentucky	2020	0
	2021	0
	2022	0
Maryland	2020	2
	2021	0
	2022	0
Michigan	2020	0
	2021	0
	2022	3
Nevada	2020	1
	2021	1
	2022	0
New York	2020	1
	2021	0
	2022	0
Ohio	2020	0
	2021	0
	2022	2
Oregon	2020	2
	2021	0
	2022	0
Pennsylvania	2020	1
	2021	0
	2022	0
South Carolina	2020	0
	2021	0
	2022	1
Texas	2020	1
	2021	0
	2022	0
Utah	2020	0
	2021	0
	2022	4

State	Year	Number of Transfers
Wisconsin	2020	3
	2021	0
	2022	0
Total	**2020**	**29**
	2021	**2**
	2022	**14**

Table No. 3
Status of Franchised Outlets
For Years 2020 through 2022

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor**	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2020	10	1	0	0	4	1	6
	2021	6	1	0	0	6	0	1
	2022	1	3	0	0	0	0	4
Arizona	2020	22	0	0	0	7	1	14
	2021	14	0	0	0	4	0	10
	2022	10	2	0	0	0	0	12
Arkansas	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	1	0	5
	2022	5	0	0	0	0	0	5
California	2020	39	7	0	0	11	0	35
	2021	35	13	0	0	15	0	33
	2022	33	18	0	0	1	2	48
Colorado	2020	18	0	0	0	6	1	11
	2021	11	2	0	0	7	0	6
	2022	6	3	0	0	0	0	9
Connecticut	2020	5	1	0	0	0	1	5
	2021	5	4	0	0	0	2	7
	2022	7	3	0	0	0	0	10
District of Columbia	2020	3	1	0	0	1	0	3
	2021	3	1	0	0	2	0	2
	2022	2	0	0	0	0	0	2
Florida	2020	75	0	0	0	5	1	69
	2021	69	4	0	0	29	2	42
	2022	42	13	0	0	0	0	55
Georgia	2020	15	2	0	0	4	0	13
	2021	13	5	0	0	1	0	17
	2022	17	1	0	0	0	0	18

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor**	Ceased Operations – Other Reasons	Outlets at End of the Year
Hawaii	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Idaho	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	1	0	5
	2022	5	1	0	0	3	0	3
Illinois	2020	24	2	0	0	5	3	18
	2021	18	2	0	0	3	0	17
	2022	17	5	0	0	0	0	22
Indiana	2020	13	2	0	0	8	1	6
	2021	6	3	0	0	0	0	9
	2022	9	2	0	0	0	0	11
Iowa	2020	4	0	0	0	0	0	4
	2021	4	2	0	0	6	0	0
	2022	0	0	0	0	0	0	0
Kansas	2020	7	1	0	0	0	0	8
	2021	8	0	0	0	8	0	0
	2022	0	0	0	0	0	0	0
Kentucky	2020	5	0	0	0	2	0	3
	2021	3	0	0	0	2	0	1
	2022	1	1	0	0	0	0	2
Louisiana	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	2	0	0	0	0	7
Maryland	2020	4	1	0	0	2	0	3
	2021	3	4	0	0	1	0	6
	2022	6	9	0	0	1	0	14
Massachusetts	2020	6	0	0	0	3	0	3
	2021	3	1	0	0	2	0	2
	2022	2	4	0	0	0	0	6
Michigan	2020	11	1	0	0	0	0	12
	2021	12	5	0	0	0	0	17
	2022	17	2	0	0	0	1	18
Minnesota	2020	2	2	0	0	0	0	4
	2021	4	4	0	0	2	0	6
	2022	6	3	0	0	0	1	8

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor**	Ceased Operations – Other Reasons	Outlets at End of the Year
Mississippi	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	2	0	0	1	0	4
Missouri	2020	8	2	0	0	0	0	10
	2021	10	0	0	0	8	0	2
	2022	2	0	0	0	0	0	2
Montana	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Nebraska	2020	2	5	0	0	0	0	0
	2021	5	1	0	0	3	1	2
	2022	2	0	0	0	0	0	2
Nevada	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
New Hampshire	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New Jersey	2020	5	1	0	0	2	0	4
	2021	4	0	0	0	0	2	2
	2022	2	1	0	0	0	0	3
New Mexico	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	2	0	0
	2022	0	0	0	0	0	0	0
New York	2020	25	8	0	0	10	0	23
	2021	23	3	0	0	10	0	16
	2022	16	10	1	0	0	0	25
North Carolina	2020	19	0	0	0	0	2	17
	2021	17	1	0	0	4	1	13
	2022	13	8	0	0	0	1	20
North Dakota	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	11	3	0	0	0	0	14
	2021	14	5	0	0	9	0	10
	2022	10	4	0	0	0	0	14

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor**	Ceased Operations – Other Reasons	Outlets at End of the Year
Oklahoma	2020	0	3	0	0	0	0	3
	2021	3	1	0	0	3	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Pennsylvania	2020	13	3	0	0	7	0	9
	2021	9	3	0	0	4	0	8
	2022	8	4	0	0	2	0	10
Puerto Rico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	1	0	0
	2022	0	1	0	0	0	0	1
Tennessee	2021	13	4	0	0	0	1	16
	2022	16	3	0	0	3	0	16
	2022	16	3	0	0	0	0	19
Texas	2020	44	6	0	0	5	0	45
	2021	45	3	0	0	21	0	27
	2022	27	14	0	0	5	0	36
Utah	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	2	0	4
	2022	4	1	0	0	0	0	5
Virginia	2020	18	0	0	0	5	0	13
	2021	13	2	0	0	1	0	14
	2022	14	4	0	0	5	0	13
Washington	2020	4	2	0	0	2	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor**	Ceased Operations – Other Reasons	Outlets at End of the Year
West Virginia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Wisconsin	2020	16	1	0	0	4	0	13
	2021	13	1	0	0	10	0	4
	2022	4	0	0	0	0	0	4
Total	**2020**	**478**	**61**	**0**	**0**	**93**	**12**	**434**
	2021	**434**	**82**	**0**	**0**	**171**	**8**	**337**
	2022	**337**	**130**	**1**	**0**	**18**	**5**	**443**

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

** Franchisor's affiliate may continue reacquiring franchises in select markets, and we will update this footnote periodically to reflect those reacquisitions or will provide you with updated information on the reacquisitions on reasonable request.

Table No. 4
Status of Company- and Affiliate-Owned Outlets
For Years 2020 through 2022[2]

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
Alabama	2020	0	0	4	0	0	4
	2021	4	0	6	0	0	10
	2022	10	0	0	0	2	8
Arizona	2020	0	0	7	0	0	7
	2021	7	1	4	0	0	12
	2022	12	0	0	0	2	10
Arkansas	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
California	2020	0	0	11	0	0	11
	2021	11	5	12	0	0	28
	2022	28	2	2	3	4	25

[2]This chart includes all locations owned by companies of which our founders, Justin Wetherill, Edward Trujillo and/or David Reiff had an ownership interest of twenty-five percent (25%) or more.

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
Colorado	2020	0	0	6	0	0	6
	2021	6	0	7	0	0	13
	2022	13	1	0	2	2	10
Connecticut	2020	0	0	0	0	0	0
	2021	0	2	0	0	0	2
	2022	2	1	0	0	2	1
Delaware	2020	0	0	0	0	0	0
	2021	0	2	0	0	0	2
	2022	2	1	0	0	0	3
District of Columbia	2020	0	0	1	0	0	1
	2021	1	0	2	0	0	3
	2022	3	0	0	3	0	0
Florida	2020	9	0	5	0	0	14
	2021	14	0	29	2	0	41
	2022	41	0	0	3	5	33
Georgia	2020	0	0	4	0	0	4
	2021	4	1	1	0	0	6
	2022	6	1	0	0	0	7
Idaho	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	3	1	1	2
Illinois	2020	3	2	5	0	0	10
	2021	10	6	3	0	0	19
	2022	19	0	0	0	4	15
Indiana	2020	0	0	8	0	0	8
	2021	8	0	0	0	0	8
	2022	8	0	0	2	0	6
Iowa	2020	0	0	0	0	0	0
	2021	0	0	6	0	0	6
	2022	6	0	0	1	0	5
Kansas	2020	0	0	0	0	0	0
	2021	0	0	8	0	0	8
	2022	8	0	0	0	0	8
Kentucky	2020	0	0	2	0	0	2
	2021	2	2	2	0	0	6
	2022	6	0	0	1	0	5

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
Maryland	2020	0	2	2	0	0	4
	2021	4	7	1	0	0	12
	2022	12	2	1	2	7	6
Massachusetts	2020	0	0	3	0	0	3
	2021	3	5	3	0	0	11
	2022	11	2	0	0	5	8
Minnesota	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2022	2	0	0	0	0	2
Mississippi	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
Missouri	2020	0	0	0	0	0	0
	2021	0	1	8	0	0	9
	2022	9	0	0	0	0	9
Nebraska	2020	0	0	0	0	0	0
	2021	0	0	3	0	0	3
	2022	3	0	0	0	0	3
New Hampshire	2020	0	0	0	0	0	0
	2021	0	1	2	0	0	3
	2022	3	0	0	0	1	2
New Jersey	2020	8	0	2	0	0	10
	2021	10	7	0	0	0	17
	2022	17	2	0	0	0	19
New Mexico	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2022	2	0	0	0	0	2
New York	2020	0	0	10	0	0	10
	2021	10	1	10	0	0	21
	2022	21	2	0	3	5	15
North Carolina	2020	0	0	0	0	0	0
	2021	0	0	4	0	0	4
	2022	4	0	0	0	0	4
Ohio	2020	0	0	0	0	0	0
	2021	0	5	9	0	0	14
	2022	14	0	0	1	3	10

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of the Year
Oklahoma	2020	0	0	0	0	0	0
	2021	0	1	3	0	0	4
	2022	4	0	0	1	0	3
Pennsylvania	2020	0	0	7	0	0	7
	2021	7	5	4	0	0	16
	2022	16	1	2	0	0	19
South Carolina	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	2	0	0	0	2
South Dakota	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	1	0	0
Tennessee	2020	0	0	0	0	0	0
	2021	0	1	3	0	0	4
	2022	4	0	0	1	1	2
Texas	2020	3	0	5	0	0	8
	2021	8	7	21	0	0	36
	2022	36	3	5	1	8	35
Utah	2020	0	0	0	0	0	0
	2021	0	0	2	0	0	2
	2022	2	0	0	0	0	2
Virginia	2020	0	0	5	0	0	5
	2021	5	3	1	0	0	9
	2022	9	0	4	0	0	13
Washington	2020	0	0	2	0	0	2
	2021	2	9	0	0	0	11
	2022	11	5	0	4	0	12
Wisconsin	2020	0	0	4	0	0	4
	2021	4	0	10	0	0	14
	2022	14	2	0	3	0	13
Total	**2020**	**23**	**4**	**106**	**0**	**0**	**120**
	2021	**120**	**72**	**171**	**2**	**0**	**361**
	2022	**361**	**27**	**18**	**33**	**52**	**321**

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 5
Projected Openings During 2023

State	Franchise Agreements Signed But Outlet Not Opened as of 12/31/2022	Projected New Franchise Outlets as of 12/31/2022 (In 2023)	Projected New Company or Affiliate-Owned Outlets as of 12/31/2022 (In 2023)*
Alabama			
Arizona	1		
California	4	4	
Colorado	1	1	
Connecticut			
Delaware			
District of Columbia			
Florida	1	1	
Georgia	3	3	
Hawaii			
Illinois			
Indiana			
Iowa			
Kansas			
Kentucky			
Louisiana			
Maine	1	1	
Maryland	1	1	
Massachusetts			
Michigan	1		
Minnesota			
Mississippi			
Missouri			
Montana			
Nebraska			
Nevada	1	1	
New Hampshire			
New Jersey			
New York	2	2	
North Carolina	2	1	
North Dakota			
Ohio			
Oklahoma			
Oregon			
Pennsylvania			

State	Franchise Agreements Signed But Outlet Not Opened as of 12/31/2022	Projected New Franchise Outlets as of 12/31/2022 (In 2023)	Projected New Company or Affiliate-Owned Outlets as of 12/31/2022 (In 2023)*
Puerto Rico	2	2	
South Carolina	1	1	
Tennessee			
Texas	2	2	
Utah			
Virginia			
Washington			
Wisconsin			
West Virginia			
Total	**23**	**20**	**0**

Exhibit F includes a list of the names, cities and states and current business telephone numbers (or if unknown, last known home telephone numbers) of franchisees: who transferred their franchises in our most recent fiscal year; who had franchises terminated, not renewed or reacquired by us during our most recent fiscal year; who ceased operations for other reasons during our most recent fiscal year; or who had 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.

In some instances during the last 3 years, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No trademark specific franchisee association has been sponsored by us, or has requested to be included in this franchise disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of and for the years ended December 31, 2022, December 31, 2021, and December 31, 2020, are included in Exhibit G.

ITEM 22
CONTRACTS

Attached are the current forms of the following franchise-related agreements:

Exhibit A - Franchise Agreement

Exhibit A-1 – Mobile Unit Lease Addendum to Franchise Agreement

Exhibit A-2 – Satellite Unit Addendum to Franchise Agreement

Exhibit A-3 - 2023 Growth Incentive Addendum to Franchise Agreement

Exhibit B - Area Development Agreement

Exhibit B-1 - Addendum to Area Development Agreement for Existing Franchisees

Exhibit C - General Release

Exhibit D - Guaranty

Exhibit E - Confidentiality Agreement

Exhibit J - Closing Franchisee Questionnaire

Exhibit K - Template National Account Participation Agreement

Exhibit L - State Addenda

Exhibit M - Sublease

Exhibit N - Non-Disclosure Agreement

Exhibit O - Asset Purchase Agreement

Exhibit P - Bancorp Lease Documents

Exhibit Q - Consignment Agreement

ITEM 23
RECEIPTS

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

Exhibit A

Franchise Agreement

“UBREAKIFIX BY ASURION”

FRANCHISE AGREEMENT

By and Between

UBIF FRANCHISING CO

And

_____

TABLE OF CONTENTS

ARTICLE 1 BUSINESS TERMS 1
1.1 Certain Fundamental Business Terms and Applicable Information 1

ARTICLE 2 GRANT 2
2.1 Grant. 2
2.2 No Sublicensing Rights 2
2.3 Territorial Rights 2
2.4 National Accounts 3

ARTICLE 3 TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT 4
3.1 Initial Term 4
3.2 Right to Enter into Successor Franchise Agreements. 4
3.3 Form and Manner of Exercising Successor Franchise Right 5
3.4 Conditions Precedent to Entering into the First Successor Franchise Agreement 5
3.5 Notice Required by Law 6

ARTICLE 4 PAYMENTS 6
4.1 Initial Fees 6
4.2 Continuing Royalty 6
4.3 Technology and Customer Support Fee 7
4.4 Advertising Fee 7
4.5 Dispatch Fee 7
4.6 Manner of Payment 7
4.7 Other Payments 8
4.8 Application of Funds 9
4.9 Interest and Charges for Late Payments 9

ARTICLE 5 CONSTRUCTION AND COMMENCEMENT OF BUSINESS 9
5.1 Location 9
5.2 Company Site Selection Assistance 10
5.3 Lease or Purchase of Location. 10
5.4 Construction. 11
5.5 Maintaining and Remodeling of Store. 13
5.6 Maintaining Mobile Unit(s). 14
5.7 Office. 16

ARTICLE 6 TRAINING 17
6.1 Initial Training Program 17
6.2 On-Site Training 17
6.3 Additional Training 18
6.4 Annual Meeting 19
6.5 Other Assistance. 19

ARTICLE 7 MANUALS AND STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE 19
7.1 Compliance with Applicable Law 19
7.2 Operating Principal and Management Employees. 20
7.3 Computer/P.O.S./Information Systems 21
7.4 Dispatch System 22

7.5 Manuals 23
7.6 Hours 24
7.7 Product Line and Service. 24
7.8 Repair Rates 25
7.9 Tools 25
7.10 Notification of Legal Proceedings; and Crisis Management Events. 25
7.11 Signs 25
7.12 Uniforms and Employee Appearance 25
7.13 Vending or Other Machines 26
7.14 Co-Branding 26
7.15 Intranet. 26

ARTICLE 8 ADVERTISING AND CO-OPS 27
8.1 General Advertising Requirements 27
8.2 Local Advertising and Promotion. 27
8.3 Advertising Fund. 27
8.4 Co-op Advertising 29
8.5 Telephone Numbers and Directory Advertising. 30
8.6 Promotional Campaigns 30
8.7 Internet. 31

ARTICLE 9 DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS 32
9.1 Designated Products and Services 32
9.2 Ancillary Products and Services. 32
9.3 Purchases from Company or its Affiliates. 34
9.4 Test Marketing 35
9.5 National Warranty Programs 35
9.6 Customer Reporting and Comment Cards. 35
9.7 Consignment. 35

ARTICLE 10 REPORTS, BOOKS AND RECORDS, INSPECTIONS 36
10.1 General Reporting. 36
10.2 Inspections 37
10.3 Audits 37
10.4 Books and Records 37
10.5 Customer Lists. 38

ARTICLE 11 TRADEMARKS 38
11.1 Use of Marks 38
11.2 Non-Use of Trade Name. 38
11.3 Use of Other Trademarks 38
11.4 Non-ownership of Marks 38
11.5 Defense of Marks 38
11.6 Prosecution of Infringers 39
11.7 Modification of Marks 39
11.8 Acts in Derogation of the Marks 39
11.9 Assumed Name Registration 39
11.10 Intellectual Property Rights of Third Parties 40

ARTICLE 12 COVENANTS REGARDING OTHER BUSINESS INTERESTS 40
12.1 Non-Competition 40
12.2 Trade Secrets 40
12.3 Confidentiality and Press Releases 41
12.4 Effect of Applicable Law 41
12.5 Business Practices 42
12.6 Survival 43

ARTICLE 13 NATURE OF INTEREST, ASSIGNMENT 43
13.1 Assignment by Company 43
13.2 Assignment by Franchisee. 43
13.3 Entity Franchisee 46

ARTICLE 14 DEFAULT AND TERMINATION 47
14.1 General 47
14.2 Automatic Termination Without Notice 47
14.3 Option to Terminate Without Opportunity to Cure 48
14.4 Termination With Notice and Opportunity To Cure 49
14.5 Reimbursement of Company Costs 50
14.6 Cross-Default 50
14.7 Notice Required By Law 50
14.8 Termination by Franchisee 50

ARTICLE 15 RIGHTS AND OBLIGATIONS UPON TERMINATION 50
15.1 General. 50
15.2 Survival of Obligations 52
15.3 No Ownership of Marks 52
15.4 Government Filings 52

ARTICLE 16 INSURANCE 52
16.1 Insurance 52
16.2 Use of Proceeds 52
16.3 Proof of Insurance 53

ARTICLE 17 RELATIONSHIP OF PARTIES; INDEMNITY 53
17.1 Relationship of Franchisee to Company. 53
17.2 Indemnity. 53

ARTICLE 18 PURCHASE OPTION 54
18.1 Option to Purchase Store and Mobile Unit(s). 54
18.2 Purchase Price; Sales and Transfer Taxes 54
18.3 Terms of Purchase and Sale. 56

ARTICLE 19 MEDIATION REFERENCE AND ARBITRATION 57
19.1 Mediation 57
19.2 Injunctive Relief 57
19.3 Arbitration 57

ARTICLE 20 MISCELLANEOUS PROVISIONS 58
20.1 Notices 58
20.2 Company's Right To Cure Defaults 59

20.3 Waiver and Delay 59
20.4 Survival of Covenants 59
20.5 Successors and Assigns; Benefit 59
20.6 Joint and Several Liability 59
20.7 Governing Law 60
20.8 Entire Agreement 60
20.9 Titles For Convenience 60
20.10 Gender And Construction 60
20.11 Severability 60
20.12 Counterparts 61
20.13 Fees and Expenses 61
20.14 Waiver of Jury Trial; Venue 61

ARTICLE 21 FINANCIAL COVENANT 61
21.1 Debt to Capital Employed 61

ARTICLE 22 SUBMISSION OF AGREEMENT 61
22.1 General 61

ARTICLE 23 ACKNOWLEDGMENT 62
23.1 General 62

Appendix A - DEFINITIONS

Attachment 1 – LOCATION AND TERRITORY

Attachment 2 – ELECTRONIC FUNDS TRANSFER

Attachment 3 – ENTITY INFORMATION

Attachment 4 – FRANCHISOR ADDENDUM

UBREAKIFIX BY ASURION
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made this _____ day of _____, 20_____ (the "Effective Date") by and between UBIF Franchising Co, a Florida corporation ("**Company**"), and _____, a _____ ("**Franchisee**"), with reference to the following facts:

A. Company and/or an Affiliate of Company owns certain proprietary and other property rights and interests in and to the Marks, including, without limitation, the "**UBREAKIFIX BY ASURION**" name and service mark.

B. Company has developed a comprehensive System (defined below) for the operation of Stores and specially-equipped Mobile Units under the Marks and in accordance with the Standards and the terms set forth in this Agreement that principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products, which may include offering Company's Device Recommerce Program to Residential and Small Business Customers at and from the Location.

C. Franchisee desires to obtain the license and franchise to operate a single Store and potentially one or more Mobile Units, under the Marks and in strict accordance with the System and the Standards; and Company is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
BUSINESS TERMS

1.1 Certain Fundamental Business Terms and Applicable Information. In this Agreement, in addition to those terms defined in Appendix A and elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

"**Initial Franchise Fee**" means $_____ (See Section 4.1).

"**Initial Training Fee**" means: $ _____ (See Section 4.1).

"**Initial Term**" begins on the Effective Date and continues until the Expiration Date, unless extended or sooner terminated in accordance with the terms of this Agreement.

"**Expiration Date**" means (check applicable box): ☐ the day immediately preceding the 10th anniversary of the Effective Date; or ☐ _____, 20___. (See Section 3.1)

"Franchisee Notice Address" is: _____

Attn: _____

"**Operating Principal**" means _____, or such other individual hereafter designated by Franchisee pursuant to the terms of this Agreement, and accepted in writing by Company (and

until subsequently disapproved by Company), to serve as the authorized representative of Franchisee and who meets the requirements of this Agreement.

ARTICLE 2
GRANT

2.1 Grant.

2.1.1 Company hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks, use the System, and offer, sell, provide and deliver certain Approved Products and Services which have been designated from time to time by Company in the Manuals or otherwise in writing, in accordance with Standards, in the operation of one (1) Store at and from, and only at and from, the Location, and, depending on customer volume, in the operation of one (1) or more Mobile Units upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto. Franchisee acknowledges that its delivery of Approved Products and Services via its Mobile Unit(s) is limited to the home, business, or such other addresses provided by Residential and Small Business Customers assigned to Franchise through the Dispatch System (defined in Appendix A). Further, Franchisee acknowledges and agrees that the menu of Approved Products and Services which Franchisee may deliver via a Mobile Unit may be different than or subject to different policies and Standards than those applicable to a Store.

2.2 No Sublicensing Rights. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate the Store or Mobile Unit(s) or to use the System granted pursuant to this Agreement.

2.3 Territorial Rights.

2.3.1 During the Term, neither Company nor any Affiliate of Company shall open or operate any Store under the Company's Mark(s), nor license others to do so, at any fixed physical site within the geographic area described on Attachment 1, subject to Sections 2.3.3 and 2.4 (the "**Territory**").

2.3.2 Franchisee may only offer, sell and provide Approved Products and Services, and no others, only at the Location, or via delivery by the Mobile Unit(s). Franchisee shall not, and shall not cause any third parties to, without Company's prior written consent which may be withheld in its sole and absolute discretion: (i) establish a store, kiosk or other physical location other than the Location where customers will come to Franchisee's place of business; (ii) operate any mobile unit other than the Mobile Unit(s) which have been approved by Company; (iii) accept any mail-in repair requests or provide customer support or assistance remotely, or accept orders except those obtained through the Website(s) (defined in Appendix A), or through direct mail advertising or other marketing methods approved by Company, and otherwise in accordance with the Standards; (iv) accept any mail-in electronic devices in exchange for payment and/or resale, except for those obtained from Company through the Website(s), if any; (v) re-sell any electronic device it obtains through the Device Recommerce Program, if applicable, or otherwise, except in strict accordance with the Standards; or (vi) engage in wholesale operations or act as a wholesale provider of products or services to any third party.

2.3.3 The license granted to Franchisee under this Agreement is non-exclusive and Company expressly reserves all other rights including, the exclusive, unrestricted right, in its sole and absolute discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) (i) to own or operate, and to license others (which may include its Affiliates) to own or operate Stores at any location outside the Territory and regardless of proximity to the Store,

(ii) to own or operate, and to license others (which may include Company's Affiliates) to own or operate other businesses operating under names other than the Company's Marks at any location, and of any type whatsoever, within or outside the Territory and regardless of their proximity to the Store; and (iii) to advertise and promote the Company's services at any location and by any means, including the Internet;

(b) To provide repair work on products "mailed-in" by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers located within the Territory, and to solicit such repair work, support and assistance by means of the Internet, the Website(s), direct mail advertising and other distribution methods whether or not operating under the Company's Marks;

(c) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce related support and assistance to customers wherever located, including to customers located within the Territory and at any location (regardless of its proximity to the Store), and to solicit such electronic devices by means of the Internet, the Website(s), direct mail advertising and other distribution methods;

(d) To promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within the Territory and at any location (regardless of its proximity to the Store);

(e) To provide goods and services to or for National Accounts at any location, and to or for National Account customers at any location, within and outside the Territory and regardless of proximity to the Store;

(f) To own, operate and license others to own and operate mobile units whether or not under the Company's Marks within or outside of the Territory. All rights to operate Mobile Units are non-exclusive. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license other to open or operate, any Store under the Company's Marks, at any physical site within the Territory, does not apply to to bar the operation of mobile units by Franchisee, Company, Company's Affiliate or by any other franchisee; and

(g) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Territory and regardless of proximity to the Store, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

2.4 National Accounts. Without limiting Section 2.3.3, Company may establish Standards governing the marketing, solicitation, sale and provision of services to National Accounts. Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. Franchisee may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without Company's prior written consent. Franchisee will have no right to negotiate a national or regional agreement with National Accounts unless Company expressly requests Franchisee do so in writing. Company may in its sole and absolute discretion offer Franchisee the opportunity to service the office, facility, service, or operation of the National Account located in the Territory for so long as Franchisee remains in good standing and in compliance with all of its obligations under this Agreement, including the Standards. Franchisee may service an office, facility, service or operation of the National Account

located in the Territory (and accept assignments to service a National Account outside of the Territory) only if Franchisee agrees to participate in the program Company has established with the applicable National Account, including the execution of a National Account Participation Agreement, if Company requests, acceptance of the compensation Company offers to Franchisee and the policies Company establishes related to such National Account and Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Company has negotiated. Franchisee must comply with all terms of the National Account Participation Agreement with respect to any National Account in which it participates. If Franchisee does not participate in the program for a National Account, or if Franchisee fails to comply with the terms of this Agreement, the National Account Participation Agreement or other terms related to any National Account program in which it participates, or otherwise fails to meet any Standards including with respect to any National Account in which it participates, Company may in addition to all other available remedies, refuse to permit Franchisee to service or continue to service any or all National Account(s) and may allow such National Account(s) to be serviced in the Territory by Company, Company Affiliates or other franchisees, without compensation to Franchisee. Company may provide a centralized billing system and/or other systems related to the administration or services of National Accounts, and Company may charge Franchisee an administrative fee, which shall not exceed 5% of the Gross Sales earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Continuing Royalties, Technology and Customer Support Fees, Advertising Fees and Dispatch Fees. Payment for services performed under any contract for a National Account will be contingent on Company receiving payment from the National Account; Company does not guarantee payment by the National Account. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company.

ARTICLE 3
TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT

3.1 Initial Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Expiration Date, unless sooner terminated or extended pursuant hereto.

3.2 Right to Enter into Successor Franchise Agreements.

3.2.1 Subject to the conditions contained in Section 3.4 of this Agreement and Franchisee's compliance with Section 3.3 of this Agreement, and provided that Company is then offering franchises in the same state in which the Store is located, at the Expiration Date, Franchisee shall have the right (the "**Successor Franchise Right**") to enter into a new franchise agreement in the form then generally being offered to prospective UBREAKIFIX BY ASURION franchisees (the "**First Successor Franchise Agreement**") for a ten (10) year period (the "**First Successor Term**"). The First Successor Franchise Agreement shall likewise grant Franchisee the right to enter into one additional successor Franchise Agreement (the "**Second Successor Franchise Agreement**" and collectively with the First Successor Franchise Agreement, the "**Successor Franchise Agreements**") for a ten (10) year period (the "**Second Successor Term**," and together with the First Successor Term, the "**Successor Terms**"). Franchisee acknowledges that the terms during the Successor Terms shall be as then generally applicable to new franchisees granted at the time and may differ from those contained in this Agreement (including without limitation, the Continuing Royalty, Technology and Customer Support Fee, Advertising Fees, Dispatch Fees, and all other fees and charges in this Agreement which shall be updated to the then-current fees as of the beginning of the applicable Successor Franchise Agreement).

3.2.2 The term of each Successor Franchise Agreement shall commence upon the Expiration Date or the expiration of the First Successor Term, as applicable; provided, however, that notwithstanding the terms of Company's then-current form of Franchise Agreement:

(a) the Successor Franchise Agreements shall provide that Franchisee must pay, in lieu of an initial franchise fee, a renewal fee in the amount of ten percent (10%) of Company's then-current initial franchise fee prior to the beginning of the relevant Successor Term; and

(b) unless otherwise mutually agreed in writing, the Second Successor Franchise Agreement shall be revised so as not to provide any additional renewal or successor franchise rights.

3.3 Form and Manner of Exercising Successor Franchise Right. The Successor Franchise Right shall be exercised, if at all, strictly in the following manner:

3.3.1 Between nine (9) months and twelve (12) months before the Expiration Date or expiration of the First Successor Term, as applicable, Franchisee shall notify Company in writing ("**Notice of Election**") that it intends to exercise its Successor Franchise Right and no sooner than immediately after the expiration of any waiting period(s) required by Applicable Law and no more than thirty (30) days after Franchisee receives Company's Franchise Disclosure Document, if applicable, and execution copies of the relevant Successor Franchise Agreement, Franchisee shall execute the copies of said Successor Franchise Agreement and return them to Company.

3.3.2 If Franchisee shall have exercised its Successor Franchise Right in accordance with Section 3.3.1 of this Agreement and satisfied all of the conditions contained in Section 3.4 of this Agreement, Company shall execute the Successor Franchise Agreement, which had previously been executed by Franchisee and at or prior to the Expiration Date or expiration of the First Successor Term, as applicable, and deliver one fully executed copy thereof to Franchisee.

3.3.3 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3 or 3.4 of this Agreement, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its Successor Franchise Right and shall automatically cause Franchisee's said Successor Franchise Right to lapse and expire.

3.3.4 The First Successor Franchise Agreement shall include terms substantially similar to the above Sections 3.3.1 through 3.3.3 regarding the form and manner of Franchisee exercising its Successor Franchise Right and entering into the Second Successor Franchise Agreement; provided, however, that the First Successor Franchise Agreement shall provide for only one Successor Term.

3.4 Conditions Precedent to Entering into the First Successor Franchise Agreement. Franchisee's Successor Franchise Right is conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee delivers its Notice of Election to Company and at all times thereafter until the commencement of the First Successor Term, Franchisee shall have fully performed all of its obligations under this Agreement, the Manuals, the Standards and all other agreements then in effect between Franchisee and Company (or its Affiliates).

3.4.2 At Company's request, Franchisee shall, prior to the date of commencement of the First Successor Term, undertake and complete at its expense, the remodeling, renovation, modernization, or refurbishing of the Premises, Location and the Store, which may include acquiring and installing new or replacement equipment, to comply with Company's then-current Standards for new Stores.

3.4.3 At Company's request, Franchisee shall, prior to the date of commencement of the First Successor Term, undertake and complete at its expense, to repaint, re-decal and re-equip the Mobile

Unit(s), and if a Mobile Unit's odometer reflects greater than 150,000 miles, replace the Mobile Unit itself and otherwise comply with Company's then-current Standards for new Mobile Units.

3.4.4 Without limiting the generality of Section 3.4.1 of this Agreement, Franchisee shall not have committed and cured three (3) or more material defaults of ARTICLES 4, 7, 9, 10, 11 or 12 of this Agreement during any thirty-six (36) month period during the Term for which Company shall have delivered notices of default, whether or not such defaults were cured.

3.4.5 Franchisee, and Franchisee's employees, as applicable, shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense.

3.4.6 Concurrently with the execution of the First Successor Franchise Agreement, Franchisee shall, and shall cause each of its Owners to, execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees. The release may cover future consequences of acts, omissions events and circumstances predating the date of the release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the release is executed.

3.4.7 The First Successor Franchise Agreement shall include terms substantially similar to the above Sections 3.4.1 through 3.4.5 regarding the conditions precedent to Franchisee entering into the Second Successor Franchise Agreement.

3.5 Notice Required by Law. If Applicable Law requires that Company give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a week to week basis until Company has given the notice required by such Applicable Law. If Company is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Election, Company may, in its sole and absolute discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the First Successor Term determined in accordance with Section 3.2 of this Agreement hereof, or (ii) offer to extend the Term hereof on a week to week basis following the expiration of the Term hereof for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

ARTICLE 4
PAYMENTS

4.1 Initial Fees.

4.1.1 Upon execution hereof, Franchisee shall pay to Company the Initial Franchise Fee. The Initial Franchise Fee is non-refundable, in whole or in part, under any circumstances.

4.1.2 Upon execution hereof, Franchisee shall pay to Company the Initial Training Fee. The Initial Training Fee is non-refundable, in whole or in part, under any circumstances.

4.2 Continuing Royalty. Each Accounting Period, in the manner provided in Section 4.6, Franchisee shall pay to Company, a continuing royalty (the "**Continuing Royalty**") equal to:

4.2.1 Seven percent (7%) of Franchisee's Gross Sales other than Recommerce Revenue ("**Non-Recommerce Revenue**") during the preceding Accounting Period; and

4.2.2 Four percent (4%) of all of Franchisee's revenue received or receivable by Franchisee as payment, whether in cash or for credit, or other means of exchange (and, if for credit , whether or not payment is received therefor), for any and all electronic devices sold by Franchisee to any party, other than Company or its Affiliates, pursuant to the Device Recommerce Program ("**Recommerce Revenue**") during the preceding Accounting Period.

4.3 Technology and Customer Support Fee. Each Accounting Period, in the manner provided in Section 4.6, Franchisee shall pay to Company a fee to defray a portion of the costs and expense incurred by Company (the "**Technology and Customer Support Fee**") equal to one percent (1%) of Franchisee's Gross Sales during the preceding Accounting Period.

4.4 Advertising Fee. Franchisee shall pay to Company, in the manner provided in Section 4.6, an advertising fee of up to two percent (2%), as determined by Company, of Franchisee's Gross Sales during the preceding Accounting Period ("**Advertising Fee**"), which shall be contributed to the Advertising Fund administered in accordance with Section 8.3 of this Agreement (the "**Advertising Fund**"). Company may adjust Franchisee's Advertising Fee from time to time, but never to more than two percent (2%) of Franchisee's Gross Sales. Pursuant to Section 8.4 of this Agreement, Company may also establish a co-op advertising fund for Franchisee's region. The fee for co-operative advertising will be in addition to the Advertising Fee and will be determined by each Co-op Advertising Region, as described in Section 8.4.2 of this Agreement.

4.5 Dispatch Fee. Franchisee shall pay to Company the then-current dispatch fee established by Company for each dispatch transmitted to Franchisee through the Dispatch System, whether or not the dispatch results in a transaction ("**Dispatch Fee**"). The current Dispatch Fee is fifty cents ($0.50) per dispatch. This fee is subject to change in the sole and absolute discretion of Company on not less than thirty (30) days' prior written notice. If Franchisee fails to pay Dispatch Fees in the manner provided in Section 4.6 of this Agreement when due, Company may remove, suspend or block Franchisee's right to receive service requests through the Dispatch System.

4.6 Manner of Payment. With the exception of certain National Accounts payments, following the end of each Accounting Period, based on Franchisee's reported Gross Sales for such period, Company shall calculate all applicable fees, including without limitation, Franchisee's Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee for each Accounting Period and notify Franchisee, by email or regular mail, of the amounts due (as well as other amounts due to Company or its Affiliates including for purchases of goods or services), and the date on which Company intends to draw down payment from Franchisee's bank account pursuant to Section 4.6.1. If for any reason, Company is unable to effect payment of the entire amount due, Company may charge Franchisee's credit card account for the unpaid balance (in accordance with Section 4.6.2 below), and if Company is unable for any reason to charge the full unpaid balance against such credit card for any reason, Franchisee shall immediately pay the unpaid balance to Company. In addition, if Franchisee has failed timely to submit complete and accurate reports required hereunder, Company shall have the right to estimate in good faith the amounts due based on Franchisee's historically reported Gross Sales, or any other commercially reasonable method selected by Company. If Franchisee disputes any amounts calculated by Company to be due, Franchisee shall immediately (and before Company's scheduled draw down date) notify Company of the disputed amounts (with detailed explanation and evidence of the actual amounts Franchisee claims to be due, certified as complete and accurate by Operating Principal), with a copy of Franchisee's notice, accompanied by the full payment of all undisputed amounts, sent to Company in accordance with Section 20.1; however, Company shall not be obligated to refrain from drawing down the amounts it has determined in good faith to be due and payable, notwithstanding Franchisee's notice of dispute. Company administers certain National Accounts payments and advances the payment to Franchisee upon completion of a transaction with the National Account customer. For those transactions only, Company will deduct the appropriate Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee from the National Account partner payment

to Franchisee. Once a month, Company shall provide a report to Franchisee detailing each of these transactions. If Franchisee disputes any amounts calculated by Company, Franchisee shall immediately notify Company of the disputed amounts (with detailed explanation and evidence of the actual amounts Franchisee Claims to be due, certified as complete and accurate by Operating Principal).

4.6.1 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to enable Company to unilaterally draw down the amount of Franchisee's Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees, and, if in effect, the Advertising Fee, and other fees, expenses and other amounts due to Company or its Affiliates including for purchases of goods or services directly to Company from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Company may designate ("**EFT**") and upon the terms and conditions set forth in the Manuals or the Standards, and promptly upon Company's request, Franchisee shall execute or re-execute and deliver to Company such pre-authorized check forms and other instruments or drafts required by Company's bank, payable against Franchisee's bank account, to enable Company to draw Franchisee's Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee and other sums payable under the terms of this Agreement. Company's current form of EFT authorization is attached hereto as Attachment 2. Franchisee shall also, in addition to those terms and conditions set forth in the Manuals, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Company may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Company's prior written approval. Any failure by Franchisee to implement such EFT system in strict accordance with Company's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.6.2 Franchisee shall at all times during the Term, maintain a business credit card with an available credit limits of not less than ten thousand dollars ($10,000) against which Franchisee hereby authorizes Company to charge amounts due from Franchisee, as described in Section 4.6.1, which are not drawn down by Company by EFT. Franchisee shall be responsible for any bank and credit card company charges imposed on Company on account of credit card payments and an amount equal to such charges shall be deemed added to the amounts payable by Franchisee.

4.7 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Company, its Affiliates and designees, as applicable, promptly when due:

4.7.1 All amounts advanced by Company or one of its Affiliates or which Company or one of its Affiliates has paid, or for which Company or one of its Affiliates has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.7.2 The amount of all sales taxes, use taxes, value added taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Company (a) on account of Franchisee's Gross Sales, or (b) on account of Continuing Royalties, Advertising Fees, Dispatch Fees or Initial Fees collected by Company from Franchisee (but excluding Company's ordinary income taxes). Company, in its sole and absolute discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; provided, however, that unless Company so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Initial Fees, Dispatch Fees or Advertising Fees.

4.7.3 All amounts due for any reason, including on account of purchases of goods, supplies or services from Company or its Affiliates relating to the Store and Mobile Unit(s).

4.8 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company hereunder, or under any other agreement with Company, Company shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.9 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Company the entire amount of applicable fees due, including, without limitation, the Continuing Royalty, Technology and Customer Support Fee, Dispatch Fees and, if in effect, the Advertising Fee and all other sums owed to Company or its Affiliates, promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, interest on the unpaid amounts, from the due date thereof, at the rate of eighteen percent (18%) per annum, or the highest rate allowable under Applicable Law, whichever is less. If any check, draft, electronic transfer or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Company or its Affiliates any costs incurred related to such non-payment, including any bank fees and any other related expenses incurred by Company or its Affiliates, subject to a fifty dollar ($50) minimum required payment to Company.

ARTICLE 5
CONSTRUCTION AND COMMENCEMENT OF BUSINESS

5.1 Location. The Store shall be located at the Location.

5.1.1 If an address has been inserted in the space provided on Attachment 1 on the Effective Date, then the Store to be developed and operated under this Agreement shall be located at the Location set forth on Attachment 1. Franchisee acknowledges that it has independently investigated and located, and Company (based upon the information provided by Franchisee) has accepted the Location.

5.1.2 If on the Effective Date, the specific location for the Store has not been identified in Attachment 1, Company shall designate a provisional territory on Attachment 1 which will describe the general geographic area in which Franchisee shall look for potential sites for the Store to be located (the "**Provisional Territory**"). Company will not grant another franchise for a Store to be located in the Provisional Territory for a period of ninety (90) days from the Effective Date or until Company has designated the Location pursuant to Section 5.1.3, whichever occurs first.

5.1.3 If no Location has been inserted on Attachment 1 on the Effective Date, Franchisee shall promptly following the execution hereof locate one or more proposed sites within the Provisional Territory which meet Company's then-current Standards. Franchisee shall submit to Company such demographic and other information regarding the proposed site(s) and neighboring areas as Company shall require, in the form prescribed by Company ("**Site Review Request**"). Company may seek such additional information as it deems necessary within fifteen (15) days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company does not deliver written notice to Franchisee that Company accepts the proposed site within thirty (30) days of receipt of Franchisee's Site Review Request, or within fifteen (15) days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If Company accepts the proposed site it shall notify Franchisee of its acceptance of the site, complete Attachment 1 (including the Location and Territory) and send it to Franchisee who shall sign and return it to Company within fifteen (15) days; if Franchisee fails to do so, then the Location and Territory shall be deemed to be the Location and Territory Company sets forth in the Attachment 1 it sends to Franchisee, with the Territory being determined in accordance with Section 5.1.5. Franchisee shall proceed to negotiate a Lease or purchase agreement for the site and shall submit to Company a copy of the proposed Lease or purchase agreement, as applicable. Franchisee shall not enter into

any Lease or purchase agreement for the Location unless Company has accepted the proposed site and such site shall be deemed to be the "Location" as defined above.

5.1.4 Franchisee shall begin operating the Store within nine (9) months after the Effective Date. Company reserves the right upon prior written notice to Franchisee to impose an additional charge for Franchisee to submit a second Site Review Request to Company for review, and/or for each Site Review Request thereafter, and Franchisee shall reimburse Company for all reasonable costs and expenses of Company incurred in reviewing the Site Review Requests, including payment to consultants and agents retained by Company to assist in conducting such review and including a reasonable allocation of overhead and administrative expenses.

5.1.5 Subject to the terms and conditions of this Agreement, at such time as Franchisee shall have located an accepted location, Company shall designate a specific geographic area surrounding the Location which will be a radius of one (1) mile surrounding the Store if located in an urban area or three (3) miles surrounding the Store if located in a suburban area. Alternatively, it may be some other geographic area, depending on the demographics, normally containing a day time and residential population of about one hundred thousand (100,000) persons, as determined by Company in good faith based upon population data deemed reasonably reliable by Company, and the parties shall, if necessary, amend and sign Attachment 1 to incorporate the Territory as designated by Company. Such designated Territory may be described by a polygon, postal zip codes, natural boundaries or street boundaries. Where a street boundary is used (including where the Territory is defined as a zip code, and the boundary of the zip code is defined as a named street), the center of the street shall be the boundary. Upon written notification to Franchisee of such designated area (which may be substantially different than the geographic area comprising the Provisional Territory), it shall be deemed to be the "Territory" under this Agreement, notwithstanding any failure of the parties to amend Exhibit A as aforesaid.

5.1.6 Franchisee may not relocate the Store without Company's prior written consent. If Company shall consent to any relocation, Franchisee shall de-identify the former location in the manner described in Section 15.1.1 of this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Company harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of Franchisee's failure to do so.

5.2 Company Site Selection Assistance. Company is not required to visit any potential location. However, Company may voluntarily (without obligation) assist Franchisee in obtaining or evaluating an acceptable location. Neither Company's said assistance, if any, its acceptance of Franchisee's proposed site, nor its acceptance of the proposed Lease or purchase agreement, shall be construed to ensure or guarantee the profitable or successful operation of the Store by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Company's acceptance of a location is solely an indication that the Location meets Company's minimum Standards at the time of acceptance and such acceptance shall not be construed as any express or implied representation or warranty that the operation of the Store at the Location will be profitable or successful. Franchisee acknowledges its sole responsibility for finding the Location. Franchisee acknowledges its sole responsibility for finding the site for the Store it develops pursuant to this Agreement.

5.3 Lease or Purchase of Location.

5.3.1 If the Location is leased or subleased, (i) the Lease shall name Franchisee as the sole lessee thereunder, and may not be subleased to Franchisee by any Affiliate of Franchisee or any of its Owners without Company's prior written consent, and may not be assigned or sublet without Company's prior written consent; (ii) Company shall have the right to review and accept or reject the Lease, a true and correct copy of which shall be delivered to Company at least fifteen (15) days prior to the execution thereof; (iii) Franchisee shall neither create nor purport to create any obligations on behalf of Company, nor grant or purport to grant

to the lessor thereunder any rights against Company, nor agree to any other term, condition, or covenant which is inconsistent with any provision of this Agreement; (iv) the Lease shall be for a term (including options) which is not less than the Term (including Successor Terms) unless Company shall approve, in writing, a shorter term of the Lease; (v) the Lease shall not contain a non-competition covenant which purports to restrict Company, or any franchisee or licensee of Company (or its Affiliates), from operating a Store or any other retail establishment, unless such covenant is approved by Company in writing prior to the execution of the Lease; (vi) Franchisee shall duly and timely perform all of the terms, conditions, covenants and obligations imposed upon Franchisee under the Lease; and (vii) a fully executed copy of said Lease, in the form and on the terms previously accepted by Company, shall be delivered to Company promptly following the execution thereof and upon Company's request. The Lease shall, unless Company otherwise provides prior written consent, include the addendum attached hereto as Attachment 4. Company's review and acceptance of the Lease is solely for Company's benefit and is solely an indication that the Lease meets Company's minimum Standards at the time of acceptance for the Lease (which may be different than the requirements of this Agreement) such review and acceptance shall not be construed as any express or implied representation or warranty that the Lease complies with Applicable Law or represents a lease transaction that is fair or in Franchisee's best interest.

5.3.2 If Company or its designee elects to succeed to Franchisee's rights under the Lease, as aforesaid, Franchisee shall assign to Company or such designee all of its right, title and interest in and to the Lease, whereupon the lessor thereunder shall attorn to Company or such designee as the tenant thereunder. Franchisee shall execute and deliver to Company or such designee such assignment and take such further action as Company or such designee, as applicable, in its sole and absolute discretion, may deem necessary or advisable to effect such assignment, within ten (10) days after written demand by Company or such designee to do so, and upon Franchisee's failure to do so, Company or such designee shall be, and hereby is, appointed Franchisee's attorney in fact to do so. This power of attorney granted by Franchisee to Company and such designee is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or disability of Franchisee. Any sum expended by Company or such designee to cure Franchisee's breach of the Lease shall be deemed additional sums due Company hereunder and Franchisee shall pay such amount to Company upon demand. The covenants of Franchisee contained in this Section 5.3 shall survive the termination of this Agreement. Company's acceptance of the Lease shall not constitute Company's assurance that the terms of the Lease are favorable to Franchisee, or that the Location will be successful.

5.3.3 Franchisee hereby authorizes Company to communicate with the lessor under the Lease (and hereby authorizes such lessor to communicate with Company) for any purpose, including de-identification of the Location following the termination or expiration of this Agreement, Franchisee's sales, Franchisee's defaults under this Agreement or the Lease and negotiating a lease for the Location commencing following the termination or expiration of Franchisee's Lease. Franchisee shall at all times fully perform each and all of its obligations under the Lease.

5.3.4 If the Location is to be purchased by Franchisee, the contract for purchase and sale shall be subject to Company's review and acceptance, a true and correct copy of which shall be delivered to Company at least fifteen (15) days prior to the execution thereof, and a true and correct copy of such executed contract shall be furnished to Company within fifteen (15) days after execution.

5.4 Construction.

5.4.1 Following the Effective Date and before the renovation or construction of the Store or the Location, Company shall make available to Franchisee copies of Company's specifications for the design and layout of the Store in the Standards, including, without limitation, required fixtures, equipment, furnishings, décor, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Premises and Store to be constructed, equipped and improved in accordance with such Standards, unless Company shall, in writing, agree to modifications thereof. Franchisee shall employ licensed architects, engineers and general

contractors of its own selection, and at its sole cost and expense, to prepare such architectural, engineering and construction drawings and site plans, and to obtain all Permits required to construct, remodel, renovate, and/or equip the Store and Premises. All such plans, and all modifications and revisions thereto, shall be submitted to Company for its prior review and acceptance before Franchisee's commencement of construction (within sixty (60) days after Effective Date, unless Company otherwise agrees in writing). If Company does not deliver prior written notice to Franchisee that Company accepts such design criteria, the design criteria shall be deemed rejected.

5.4.2 Company has the right, but not the obligation, to perform inspections of the Store and Premises during construction and after construction to ensure that the Store is built in accordance with the drawings and specifications required by Company, and all fixtures, signs, furnishings and equipment are in compliance with the Standards. Franchisee may not open the Store for business until Franchisee has received written authorization to open from Company, which authorization may be conditional and subject to Company's satisfactory inspection of the Store.

5.4.3 Franchisee may from time to time request additional information regarding the design and construction of the Store, which, if in the possession of Company, shall be provided at no expense to Franchisee. Upon request, Company shall provide additional site visits, project management, design work and equipment purchasing services to Franchisee at Franchisee's sole cost.

5.4.4 Subject only to Force Majeure (provided that Franchisee continuously complies with Section 5.4.6 of this Agreement), Franchisee shall complete construction or renovation, as the case may be, of the Premises, the Store and all improvements therein, including installation of all fixtures, signs, equipment and furnishings as soon as possible, but in any event within six (6) months after commencement of construction, unless Company provides prior written consent to a longer period of time. The operation of the Store by Franchisee shall commence not later than nine (9) months following the Effective Date. Notwithstanding the foregoing, if Company determines, in its sole and absolute discretion, that Franchisee in good faith is using its best efforts to commence operations within such time period, then upon Franchisee's written request, and execution of Company's withdrawal authorization form, Company may permit Franchisee to extend, for up to twelve (12) months, the date by which Franchisee must commence operating the Store. Only then will Franchisee be eligible for the extension program, which consists of monthly withdrawals by Company from Franchisee's bank account (in the manner set forth in Sections 4.6 and 4.6.1 above) per the following schedule: one thousand dollars ($1,000) for each of the first six (6) months of extension, and fifteen hundred dollars ($1,500) per month for months seven to twelve (7-12). Extension option fee amounts shall be drafted from the account specified in such withdrawal authorization form until the Store opens. The extension option fee paid for any month shall not be refunded under any circumstances and shall not be credited against any fee payable to Company. Notwithstanding the foregoing, if Company grants Franchisee an extension for the Store and subsequently determines in its sole and absolute discretion that Franchisee is not using its best efforts to open and operate such Store within a reasonable period of time following the date of the grant of extension, Company may terminate the extension grant for such Store. The termination of the extension grant shall be deemed a material default for purposes of this Agreement.

5.4.5 The time periods for the commencement and completion of construction and the installation of fixtures, signs, machinery and equipment as referred to in this Section 5.4 are of the essence of this Agreement. If Franchisee fails to perform its obligations contained in this Section, Company may, without limiting the materiality of any other default of this Agreement, deem Franchisee's failure to so perform its obligations to constitute a material default of this Agreement.

5.4.6 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Company in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and

explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Company with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Company immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Company. If Franchisee shall fail to notify Company of any alleged Force Majeure within said five (5) days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

5.4.7 Company's acceptance of Franchisee's plans and specifications for the Store, Company's guidance with the development of the Store, Company's referral of approved contractors, subcontractors, architects, engineers, and other professionals, and Company's authorization to open the Store are to assure that Franchisee complies with the Standards, and shall not be construed as any express or implied representation or warranty regarding the work performed by such persons or that the Store complies with Applicable Law, or that the construction is sound or free from defects. Company's criteria for acceptance or rejection do not encompass technical, architectural or engineering considerations. Company will have no liability with respect to construction of the Location, nor shall Company be responsible in any way for delays or losses occurring during the design, construction or other preparation of the Store, whether caused by the condition of the Premises, the design, engineering, construction, equipping, decorating, or stocking of the Store, or any other reason. Franchisee expressly acknowledges and agrees that Company does not, directly or indirectly, warrant or ensure that the design, décor, appearance, fixtures, layout, and/or other improvements of the Store will guarantee Franchisee's success.

5.5 Maintaining and Remodeling of Store.

5.5.1 Franchisee shall maintain the condition and appearance of the Store in a "like new" level of cosmetic appearance consistent with the image of UBREAKIFIX BY ASURION Stores as attractive, clean, and efficiently operated, offering Approved Products and Services. If at any time in Company's sole and absolute discretion, the state of repair, appearance or cleanliness of the Premises (including the Store and the non-Store portion of the Premises, and parking areas) or its fixtures, equipment, tools, furnishings, or signs fail to meet the Standards therefor, Franchisee shall immediately upon receipt of notice from Company specifying the action to be taken by Franchisee (within the time period specified by Company), correct such deficiency, repair and refurbish the Store and Premises, as applicable, and make such modifications and additions to its layout, décor and general theme, as may be required, including replacement of worn out or obsolete fixtures, equipment, furniture, signs and tools, and repair and repainting of the interior and exterior of the Store, the Premises. Such maintenance shall not be deemed to constitute remodeling, as set forth below.

5.5.2 In addition to Franchisee's obligations under Section 5.5.1, during the Term, but not more frequently than once every five (5) years during the Term and as a condition to Franchisee's exercising its Successor Franchise Right, Company may require Franchisee, at Franchisee's sole cost and expense, to refurbish, remodel and improve the Store to conform Franchisee's building design, trade dress, color schemes, and presentation of Marks to Company's then-current specified public image (or image implemented or in development at a Store owned or operated by Company or any of its Affiliates) as set forth in the Standards. Such a remodeling may include extensive structural changes to the Store and replacement or modification of furnishings, fixtures and equipment as well as such other changes as Company may direct, and Franchisee shall undertake such a program promptly upon notice from Company, and shall complete any such remodeling as expeditiously as possible, but in any event within ninety (90) days of commencing same (and no later than the commencement of the Successor Term), unless Company expressly agrees to a longer period of time.

5.5.3 If the Store is damaged or destroyed by fire or any other casualty, Franchisee, within ninety (90) days thereof, shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, in order to restore the premises of the

Store to its original condition prior to such casualty; any such repair and reconstruction shall be completed as soon as reasonably practicable but in any event within six (6) months following the event causing the damage or destruction. If, in Company's sole and absolute discretion, the damage or destruction is of such a nature or to such extent that it is feasible for Franchisee to repair or reconstruct the Premises and the Store in conformance with Company's then-current décor specifications for new Stores and other requirements set forth in the Standards, Company may require that Franchisee repair or reconstruct the Premises and Store in conformance with the then-current décor specifications for new Stores in the Standards.

5.6 Maintaining Mobile Unit(s).

5.6.1 Depending on the level of customer volume in the area, Franchisee shall have and maintain in operation a Mobile Unit or Units. Company, in its sole discretion shall determine the number of Mobile Units necessary to service the customer volume. If Company determines at any time(s) in its sole discretion that the number of Mobile Units in the Franchisee's fleet then being maintained and operated by Franchisee is insufficient to service the volume of customer service requests for mobile repairs to achieve a satisfactory level of availability for same day or next day service in accordance with the Standards, it may notify Franchisee of the number of additional Mobile Units Franchisee needs to add to its fleet, and Franchisee shall have ninety (90) days to add that number of fully equipped and operational Mobile Units to its fleet. If Franchisee declines or fails for any reason to add the required number of fully equipped and operational Mobile Units to its fleet, Company shall have the right to terminate this Agreement and/or fashion or implement such other remedy as it deems appropriate. Franchisee may not increase the number of Mobile Units in its fleet except with Company's prior written consent, which Company may grant or withhold in its sole and absolute discretion. Franchisee may not decrease the number of Mobile Units in its fleet except with Company's prior written consent, which Company may grant or withhold in its sole and absolute discretion.

5.6.2 Each vehicle used as a Mobile Unit must meet the Standards, including, among other things, specifications relating to required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, and Franchisee shall purchase or lease each vehicle from a Supplier designated by Company.

5.6.3 Following the Effective Date, Company shall provide Franchisee with access to the Manuals, including the Standards and specifications for a Mobile Unit and required fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Mobile Unit(s) to be modified, equipped and improved in accordance with such Standards, including applying and installing all required decals, logos and wraps, and obtaining and maintaining insurance policies meeting the Standards, using Suppliers designated by Company, unless Company shall agree in writing to modifications thereof.

5.6.4 Company or its designee has the right, but not the obligation, to perform physical or remote electronic monitoring, tracking, and inspections of each Mobile Unit at any time to ensure that the operation of each Mobile Unit meets the Standards, including that all fixtures, signs, furnishings and equipment comply with the Standards. Franchisee expressly consents to the use of GPS or other specified electronic methods and devices to track and monitor the location, movement, and operation of the Mobile Unit(s) and any laptop computer or personal mobile device approved in accordance with Section 7.3.2 below. Further, Franchisee shall inform all individuals that will be operating the Mobile Unit(s) of this Section 5.6.4 and obtain any necessary written consents to the same. Franchisee may not begin operating any Mobile Unit until Franchisee has received written authorization to open from Company, which authorization may be conditional and subject to the satisfactory inspection of any Mobile Unit(s) by Company or its designee.

5.6.5 Franchisee may from time-to-time request additional information regarding the design and equipping of the Mobile Unit, which, if in the possession of Company, shall be provided at no expense to Franchisee.

5.6.6 Subject only to Force Majeure, Franchisee shall obtain and cause its technicians and other individuals who will operate the Mobile Unit(s) to obtain, all required Permits and licenses required for the operation of the Mobile Unit(s) including the sale and provision of any Approved Products and Services (an upon request, promptly provide evidence of such Permits and licenses to Company), and shall otherwise ready each Mobile Unit to conduct business (including installation of all equipment and furnishings, décor, logos, decals, wraps, trade dress, and signage, and obtaining all require insurance coverages), as soon as possible. Franchisee shall not commence operation of a Mobile Unit until both of the following have occurred: (a) the Mobile Unit has become available to Franchisee and been fully modified to meet the Standards, and (b) the Franchisee has obtaining written authorization from Company to open the Mobile Unit for business (which authorization may be conditional and subject to the satisfactory inspection of each Mobile Unit by Company or its designee). The time periods for readying the vehicle and prompt commencement of business referred to in this Section are of the essence of this Agreement. Without limiting the generality of the foregoing, to the extent permitted under Applicable Law, Franchisee shall cause each individual who will drive or work in a Mobile Unit to have and maintain a valid driver's license, have a good driving record, undergo and pass criminal background checks, and drug testing, and be eligible and covered under Franchisee's automobile and other applicable policies up to the Standards. If Franchisee fails to perform its obligations contained in this Section, Company may, without limiting the materiality of any other default of this Agreement, deem Franchisee's failure to perform its obligations a material default of this Agreement.

5.6.7 Company's designation or acceptance of plans and specifications for the design and equipping of Mobile Unit(s), Company's guidance with the operation of the Mobile Unit(s), Company's referral of Suppliers, contractors, subcontractors, designers, engineers, and other professionals, and Company's authorization to commence operation of each Mobile Unit are to assure that Franchisee complies with the Standards, and shall not be construed as any express or implied representation or warranty regarding the work performed by such persons or that the Mobile Unit(s) comply with any Applicable Law or that the vehicle or its design is sound or free from defects. Company's criteria for acceptance or rejection do not encompass technical or engineering considerations. Company will have no liability with respect to the Mobile Unit(s), nor shall Company be responsible in any way for delays or losses associated with the design, equipping or other preparation of the Mobile Unit(s), whether caused by the condition of the vehicle, the design, engineering, equipping, decorating, or stocking of the Mobile Unit(s), or any other reason. Franchisee expressly acknowledges and agrees that Company does not, directly or indirectly, promise, warrant or ensure that the design, décor, appearance, fixtures, layout, and/or other improvements of the Mobile Unit(s) will guarantee Franchisee's success.

5.6.8 Franchisee shall maintain: (i) the condition and appearance of each Mobile Unit used as a Mobile Unit in a "new" or "like new" condition; and (ii) the Mobile Unit(s) in clean and excellent condition and repair. When not in operation, in use or en route to service a customer (e.g., over-night), each Mobile Unit shall be stored in a safe and secure location. Franchisee shall perform periodic maintenance and repairs on the Mobile Unit(s), when and as necessary or required, but no less frequently than as recommended by the manufacturer thereof, and shall not cause or allow the Mobile Unit(s) to be placed into service at any time that it is not clean, and free of dents, scratches or other damage or mechanical problems which affect its appearance or which could render such Mobile Unit(s) unsafe or excessively noisy. Without limiting the foregoing, the Mobile Unit(s) shall comply with all Applicable Law. If at any time in Company's reasonable judgment, the state of repair, appearance or cleanliness of any Mobile Unit or equipment fail to meet the Standards, Franchisee shall immediately upon receipt of notice from Company specifying the action to be taken and within the time period specified by Company, correct such deficiency, repair and refurbish Mobile Unit(s) and equipment, as

applicable, and make such modifications and additions as may be required, including replacement of worn out or obsolete fixtures, equipment, logos, decals and wraps.

5.6.9 In addition to Franchisee's obligations under Section 5.6.8, during the Term, Company may require Franchisee, at Franchisee's sole cost and expense, to replace Mobile Unit(s) with new or like new vehicles conforming to the Standards (including at its expense, to repaint, re-decal, and re-equip, the Mobile Unit(s)), if a Mobile Unit's odometer reflects greater than one hundred fifty thousand (150,000) miles.

5.6.10 If a Mobile Unit is damaged or destroyed by fire or any other casualty, then Franchisee, at Franchisee's sole cost and expense, shall promptly repair the Mobile Unit to its original condition prior to such casualty; any such repair shall be completed as soon as reasonably practicable, but in any event within one (1) month following the event causing the damage or destruction. If, in Company's sole and absolute discretion, the damage or destruction is of such a nature or to such extent that it is not feasible for Franchisee to repair the Mobile Unit, Company may require that Franchisee replace the Mobile Unit with a replacement vehicle in conformance with the Standards.

5.6.11 Franchisee may not sell or otherwise dispose of any vehicle used as a Mobile Unit without Company's prior written consent and, in any event, Franchisee shall have first removed all Marks, all distinctive cosmetic features and finishes, wraps, decals, colors, and signage, and all fixtures and physical storage units and other modifications made in order to configure the vehicle to serve as a Mobile Unit. And Franchisee shall, at Company's request, grant Company access to each Mobile Unit to make cosmetic changes so that it no longer resembles a Mobile Unit.

5.7 Office.

5.7.1 If it is not reasonably practical for Franchisee's Store to serve as Franchisee's headquarters for the Mobile Unit(s), Franchisee may, with Company's prior written consent, which consent may be withheld in Company's sole and absolute discretion, elect to utilize a location other than the Store as the Franchisee's headquarters for the operation of Mobile Unit(s). Franchisee shall maintain such Office in compliance with the Standards, which may be Franchisee's residence, at which it shall maintain Information Systems, provide for secure overnight storage of Mobile Unit(s), business records and extra parts, tools, equipment, and any other items used in connection with the operation of Mobile Unit(s).

5.7.2 If Company consents to Franchisee opening an Office, Franchisee shall promptly following the Effective Date locate a proposed site which meets the Standards (the **"Office**") to serve as the headquarters for the operation of the Mobile Unit(s) and submit to Company such demographic and other information regarding the proposed site and neighboring areas as Company shall require, in the form prescribed by Company. Company may accept or reject a proposed site for the Office in its sole and absolute discretion. Franchisee may not operate an Office without the prior written consent of Company.

5.7.3 Franchisee may not use or display the Marks at the Office or surrounding premises, it being understood and agreed that the Office shall serve only as a central hub from which to dispatch Mobile Unit(s) and otherwise conduct the operation of the Mobile Unit(s) in accordance with the Franchise Agreement; provided further that in no event may the Office be used to meet with customers or prospective customers, or to sell or provide Approved Products and Services, or otherwise to serve as or appear to serve as a retail location from which to offer and sell Approved Products and Services under the Marks or otherwise.

5.7.4 Franchisee may not relocate the Office without Company's prior written consent. If Company shall consent to any relocation, Franchisee shall de-identify the former office in the manner described in the Franchise Agreement with respect to Franchisee's obligations upon termination and expiration, and shall

reimburse and indemnify and hold Company harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of Franchisee's failure to do so.

ARTICLE 6
TRAINING

6.1 Initial Training Program. Provided that Franchisee has paid the twelve thousand, five hundred dollars ($12,500) Initial Training Fee (pursuant to Sections 1.1 and 4.1.2 of this Agreement), Company will provide the following Initial Training Program:

6.1.1 Company shall provide an Initial Training Program in Company's Standards and methods of operation (the "**Initial Training Program**") at Company's training facilities in Orlando, Florida; or other location specified by Company, to up to three (3) persons selected by Franchisee who shall include the Store Manager, and Franchisee's Operating Principal. In certain circumstances, Company may in its reasonable discretion determine that the Initial Training Program should be conducted virtually, in which case Company shall send Franchisee the devices, parts, tools and other items necessary for Franchisee to have on hand to satisfactorily complete the Initial Training Program in a virtual format. Franchisee may, at Company's sole and absolute discretion, be required to pay Company's then-current training fee for any personnel, beyond the initial three (3) individuals, who attend the Initial Training Program. The Initial Training Program shall consist of about forty-eight (48) hours per week of training over a three (3) week period. Franchisee shall pay travel expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. Franchisee may not open the Store or commence operations of Mobile Unit(s) until such training shall have been completed to the satisfaction of Company and Franchisee's management team has been certified by Company.

6.1.2 The Initial Training Program will be structured to provide practical training in the implementation and operation of a Store and Mobile Unit(s); provided, however, that the contents and manner of conduct of such training shall be determined by Company in its sole and absolute discretion.

6.1.3 The Initial Training Program shall not be provided and no initial training fee will be imposed if (i) Franchisee and/or any Owner of Franchisee is operating one or more Stores as of the Effective Date and the Store(s) are in compliance with Standards, or (ii) Franchisee's Operating Principal, is an Experienced Manager, with at least two (2) years of prior experience as a manager or assistant manager at an UBREAKIFIX BY ASURION Store owned by another franchisee, us or our affiliate, has completed the Initial Training Program to Company's satisfaction and during his/her tenure as manager or assistant manager, the Store was in compliance with the Standards, or (iii) this Agreement is executed as the Successor Franchise Agreement; or (iii) this Agreement is executed in connection with an Assignment, including if Franchisee purchases the Store so long as Franchisee and Operating Principal have completed the Initial Training Program to Company's satisfaction with respect to another Store which they operated in compliance with Standards.

6.1.4 Franchisee acknowledges that because of Company's superior skill and knowledge with respect to the training and skill required to manage the Store and Mobile Unit(s), its judgment as to whether or not Franchisee, Operating Principal or Store Manager has satisfactorily completed such training shall be determined by Company in its sole and absolute discretion.

6.2 On-Site Training. Commencing shortly before and ending shortly after the Store opens to the public, Company shall provide sixteen (16) days of on-site training at the Location to Franchisee's Operating Principal and Store Manager(s) ("**On-Site Training**"). Company shall provide the On-Site Training at no additional charge; provided, however, that if Company determines in its sole and absolute discretion that more than sixteen (16) days of on-site training is necessary, Franchisee must reimburse Company for all reasonable travel expenses, and compensation and other expenses reasonably incurred by Company as a result of extending

the On-Site Training, and at Company's election a per diem training charge at Company's then-current rates. The On-Site Training will be structured to provide additional practical training in the implementation and operation of a Store, provided, however, that the contents and manner of conduct of such On-Site Training shall be determined by Company in its sole and absolute discretion.

6.3 Additional Training.

6.3.1 All newly hired and replacement Operating Principal(s) and Store Managers of the Store shall be subject to Company's reasonable approval and shall successfully complete, to Company's satisfaction, the Initial Training Program conducted by Company. Company may offer the Initial Training Program for newly hired and replacement personnel electronically via a web-based streaming program. In addition, if the Store or Mobile Unit(s) are not in compliance with the Standards, Company may, in its sole and absolute discretion, require Franchisee, Franchisee's Operating Principal and Store Manager to re-attend and successfully complete, to Company's satisfaction, the Initial Training Program in person and at then-current rates. Franchisee, or Franchisee's Operating Principal, or a fully trained Store Manager shall, to Company's satisfaction, train each of Franchisee's regular employees prior to the first opening of the Store and Mobile Unit(s) to the public and at all times thereafter during the Term. At all times during the Term, Franchisee shall employ an adequate staff of employees working at the Store and operating the Mobile Unit(s) who shall have been fully and adequately trained, in Company's judgment, and all such employees shall have completed all training certification(s) required by any Governmental Authority. Notwithstanding the first sentence of this Section, the Store Managers of Franchisee shall have the skill level, training and experience commensurate with the demands of the position, and in keeping with Company's high standards for technical competence, quality and courteous service, and cleanliness of operations.

6.3.2 Franchisee shall pay Company's then-current, reasonable charges (as set forth in the Manuals) for any such training performed by Company at Franchisee's request, or which is otherwise required hereunder and not covered by Sections 6.1.1 and 6.2 of this Agreement (e.g., specialized training required if Franchisee wishes to participate in certain of Company's National Account programs). Without limiting the foregoing, Company will rent Franchisee, a training device kit intended for Franchisee to use to train its future new hires via Company's Remote New Hire Training program. The kit contains all of the devices used by Company's training team during the course of the new store/new hire training that is conducted for all new franchisees. The kit will be rented to Franchisee for an upfront cost of five hundred dollars ($500), plus a two thousand dollars ($2,000) security deposit ("**Deposit**"). Once the training is completed and Franchisee returns the kit in the same condition as delivered, Company will refund the Deposit; if any device is damaged or rendered inoperable during the course of a new hire's training, the cost of replacement will be deducted from the Deposit.

6.3.3 Company may, from time to time, (i) require Franchisee, its Operating Principal and its Store Manager(s), or any of them, to attend additional training courses or programs ("**Additional Training**") during the Term; or (ii) make available to Franchisee, its Operating Principal and the Store Manager(s), or any of them, optional Additional Training during the Term. Additional Training may be held on a national or regional basis at locations selected by Company to instruct Franchisee with regard to new procedures or programs which Company deems, in its judgment, to be of material importance to the operation of the Store and Mobile Unit(s). Such Additional Training may relate, by way of illustration, to product repair techniques, marketing, bookkeeping, accounting and general operating procedures, and the establishment, development and improvement of Information Systems. Company may establish charges applicable to all franchisees similarly situated for such optional training courses. The time and place of such training courses shall be at Company's sole and absolute discretion. In addition to any charge Company may establish, Franchisee shall pay all travel expenses. Company shall pay no compensation for any services performed by trainee(s) in connection with the Additional Training.

6.3.4 Company and its designees shall have the right to enter the Store to conduct training programs for franchisees (and prospective franchisees) of Company, from time to time and at a time and in a manner consistent with Company's reasonably established policies and procedures in effect from time to time.

6.4 Annual Meeting. Company intends to host an annual meeting or convention of franchisees in which case Franchisee's Operating Principal, shall be obligated to attend. Company will not charge a registration fee to attend, but Franchisee will bear all of the travel expenses of its attendees to attend such meeting. Franchisee shall be required to pay a fee to Company to pay for a portion of Franchisee's attendees' meals and/or local transportation provided by Company at the annual meeting.

6.5 Other Assistance.

6.5.1 Franchisee shall have the right, at no additional charge, to inquire of Company's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Store and Mobile Unit(s), by telephone, electronic mail, facsimile, or other means of correspondence, and Company shall use its commercially reasonable efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Store and Mobile Unit(s). At no time shall reasonable assistance be interpreted to require Company to pay any money to Franchisee or to defer Franchisees' obligation to pay any sums to Company.

6.5.2 At Franchisee's request, Company may, but shall not be obligated to (a) cause its field representatives to visit the Store to advise, consult with, or train Franchisee in connection with its performance and operation of the Store and Mobile Unit(s) and Franchisee's compliance with the Standards; or (b) permit Franchisee or certain of its employees to provide assistance, consultation, or additional training at a Store selected by Company. If Company provides such additional assistance, consultation or training to Franchisee (w) such assistance, consultation or training will be subject to Company's capacity, scheduling, and sole and absolute discretion, but Company shall not be obligated to provide that assistance, consultation or training, (x) Franchisee shall pay all travel expenses, if any, incurred by Franchisee and/or Franchisee's employees in connection with such additional assistance, consultation, or training, (y) Company shall not pay any compensation to Franchisee or Franchisee's employees for providing services at Company's or another franchisee's Store in connection with the assistance, consultation, or training, and (z) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Company for all reasonable travel expenses incurred in connection with such training.

6.5.3 In the event of any sale transfer, or Assignment, the transferee/assignee must be trained by Company as a condition of Company's consent to such transfer. The Store and Mobile Unit(s) shall not be transferred, opened, or re-opened by the transferee until Company accepts the transferee in writing as being qualified to operate the Store and Mobile Unit(s), and Company has otherwise provided prior written consent to the transfer in accordance with this Agreement.

ARTICLE 7
MANUALS AND STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Store and Location and the Mobile Unit(s) as clean, orderly, legal and respectable places of business in accordance with the Standards and shall comply with Applicable Law. Franchisee shall not operate the Store or cause or allow any part of the Location or the Mobile Unit(s) to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct, in accordance with Applicable Law, and without limiting the foregoing shall refrain from accessing, viewing, using, copying, storing, disclosing or otherwise misusing any customer passwords, or other

information and data, whether contained on their electronic devices or otherwise, in any form or manner (except to the limited degree required to perform authorized services in strict accordance with the Standards and this Agreement), and refrain from engaging in any action (or failing to take any action) which will cause Company to be in violation of any Applicable Law, or which, in the sole opinion of Company, causes or could cause harm to the Marks, the System and/or the UBREAKIFIX BY ASURION brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Company. Franchisee shall correct any such deficiency noted within ten (10) days or such fewer number of days as required by the applicable Governmental Authority.

7.2 Operating Principal and Management Employees.

7.2.1 Franchisee acknowledges and agrees that at all times during the Term the Operating Principal shall act as Franchisee's representative, shall hold ten percent (10%) or more of the Equity of Franchisee, and shall have the authority to act on behalf of Franchisee during the Term. The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement, the Store and Mobile Unit(s). Franchisee shall cause the Operating Principal to have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement. The Operating Principal shall be vested with the authority and responsibility for the day-to-day operation of the Store, the Mobile Unit and all other Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee or its Affiliates within a geographic area specified by Company. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of all Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee or its Affiliates in such geographic area and to no other business activities; (b) meet Company's educational, experience, financial and other reasonable criteria for such position, as set forth in the Manuals or otherwise in writing by Company; (c) be an Owner with ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee; and (d) be an individual acceptable to Company. The Operating Principal shall be responsible for all actions necessary to ensure that all Stores and Mobile Units owned or operated, directly or indirectly, by Franchisee in such geographic area are operated in compliance with this Agreement and the Standards. If during the Term the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Franchisee shall promptly notify Company of such occurrence. Thereafter, Franchisee shall promptly, but not later than thirty (30) days after the prior Operating Principal ceases to serve Franchisee, (w) designate a replacement Operating Principal who meets Company's then-current qualification requirements, (x) provide Company with such information about such new Operating Principal as Company may request, (y) cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Company may require, and (z) obtain Company's written acceptance of such person as the Operating Principal. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal who shall have been accepted by Company.

7.2.2 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.3 Franchisee shall ensure that the operation of the Store and Mobile Unit(s) is at all times under the direct control of the Operating Principal or a Store Manager. At all times that the Store and

Mobile Unit(s) are open and operational and at all times in which pre-opening or post-closing activities are being undertaken at the Store and Mobile Unit(s), the Store and Mobile Unit(s) shall be managed by a person who has successfully completed training (and if required, a person that is certified, by Company in its sole and absolute discretion, for the performance of such responsibilities) and has successfully completed any training or certification course as may be specified by Company and/or required by Applicable Law. Each such Store Manager shall be solely dedicated to the operation of the Store and/or Mobile Unit(s) to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of all Operating Principals, Store Managers, and other staff of Franchisee and shall ensure compliance with the Standards and other requirements of this Agreement.

7.3 Computer/P.O.S./Information Systems.

7.3.1 Franchisee shall purchase, use and maintain the Information Systems specified in the Manuals for the Store and the Mobile Unit(s) in accordance with the Standards. The Information Systems must at all times be connected to one or more high-speed communications media specified by Company and be capable of accessing the Internet (via hotspots in the case of the Mobile Unit(s)).

7.3.2 Each Mobile Unit shall have a laptop computer capable of connecting to Company and/or its designeevia hotspots and Franchisee shall transmit and receive data necessary or appropriate for the conduct of the Mobile Unit business, in the form and manner prescribed by Company. Franchisee agrees to maintain not less than one (1) laptop computer with mobile hotspot web access, and to cause each technician who drives or works in a Mobile Unit to have one (1) activated and operational mobile telephone in his or her possession at all times while operating a Mobile Unit for communicating with Company and/or its designee and receiving customer dispatches, which meets the Standards (which may be a device owned by Franchisee or by the individual(s) who operate the Mobile Unit provided that in either case such mobile device has an adequate data plan and all required applications and software prescribed by Company and shall not be listed in online or physical telephone directories). All UBREAKIFIX BY ASURION related access, applications and software must be deleted and/or de-activated upon termination or expiration of this Agreement, and upon any individual who operated a Mobile Unit leaving the employ of or engagement with Franchisee. Upon assignment, termination or expiration of this Agreement and the associated Mobile Unit business, Company shall have the option to purchase, and in that event Franchisee shall sell, such mobile devices which it owns to Company, in accordance with this Agreement. Company and its affiliates may suffer losses and damages if Franchisee diverts or transfers any such telephone numbers, facsimile/electronic communication lines, domain names or web links (or permits their diversion or transfer) or uses them or permits their use for, or in connection with, any business other than the Mobile Unit business. Franchisee agrees that its commitment not to divert or misuse the telephone numbers, facsimile service/electronic communication lines, web links or domain names will survive termination of this Agreement for any reason, for the enduring benefit of the UBREAKIFIX BY ASURION network as a whole.

7.3.3 Franchisee must electronically link the Information Systems to Company or its designee. Franchisee shall allow Company and/or its designee to access the Information Systems and stored files, and to add, remove, configure and modify information systems via any means including electronic polling and uploads, with or without notice. Company may from time to time upon thirty (30) days advance written notice require Franchisee, at Franchisee's sole cost and expense, to add, update, upgrade or replace the Information Systems, including hardware and/or software. Although Company cannot estimate the future costs of the Information Systems, required hardware, software, or service or support, and although these costs might not be fully amortizable over the time remaining in the Term, Franchisee agrees to acquire and incur the costs of obtaining and implementing the hardware, software and other components and devices comprising the Information Systems (including additions and modifications) and all support services, service and maintenance agreements and subscriptions prescribed by Company or its designee to maintain, protect, and interface with Information Systems. Information Systems may be provided directly by third parties or may be sold, licensed

or sublicensed by or through Company, its designee, or one of its Affiliates at a reasonable one-time or recurring charge, and pursuant to forms of agreement prescribed by Company.

7.3.4 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with the Standards, including without limitation security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and installation functions and conduct transactions with the Information Systems. Franchisee shall ensure no virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems at any time during the Term. Franchisee shall at all times provide Company or its designee with all passwords, access keys and other security devices or systems as necessary to permit Company or its designee to access the Information Systems and obtain the data Company is permitted to obtain. Company and its designees and Affiliates reserve the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.5 Franchisee shall, upon Company's request transmit e-mail, digital photos and real time video and audio signals of the Store and Mobile Unit(s) to, and in the form and manner prescribed by Company or its designee.

7.3.6 Prior to opening the Store to the public, Franchisee shall apply for, install and maintain systems for use of debit cards, credit cards, loyalty and Gift Cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

7.3.7 Franchisee shall sell, or otherwise issue, as Company may designate, stored-value, loyalty and gift cards, certificates and other non-cash payment methods (collectively "**Gift Cards**") that Company designates and only in the manner specified in the Manuals and the Standards. Franchisee shall fully honor all Gift Cards that are in the form approved or required by Company, regardless of whether the Gift Card was issued by Franchisee or another franchisee or operator in the UBREAKIFIX BY ASURION System, or purchased at any other location, such as a retail or grocery store, via the Internet or via other means of distribution. Franchisee shall sell, issue and redeem (without any offset) Gift Cards in accordance with the procedures and policies Company may specify in the Manuals or otherwise in writing (the "**Gift Card Program**"). Franchisee acknowledges that in connection with this Gift Card Program, Franchisee may be required to (a) enter into a separate agreement with a third party provider of Gift Card processing services under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software or other equipment, required for participation in the Gift Card Program; (c) purchase and maintain sufficient inventory of Gift Cards for sale at Franchisee's Store; (d) promote the sale of Gift Cards using only marketing methods and materials Company approves; (e) comply in all material respects with all Standards in performing Franchisee's obligations under this Agreement and otherwise in connection with the Gift Card Program; and (f) execute such other agreements or documents as may be reasonably required by Company in connection with the Gift Card Program. Franchisee further acknowledges that Company may discontinue or modify the Gift Card Program at any time, in its sole and absolute discretion, and Franchisee agrees to comply with Company's requests to discontinue or modify the Gift Card Program at any time.

7.4 Dispatch System. Franchisee agrees and shall cause any individual operating the Mobile Unit(s) to agree to: (a) participate in the Dispatch System (defined in Appendix A) and not particpate in any other dispatch system; (b) execute and comply with all of the terms and conditions of any agreement, or any

amended or substitute agreement, that Company may designate in its sole and absolute discretion regarding participation in the Dispatch System ; (c) accept and honor all dispatches received through the Dispatch System and service all dispatches at the time of day requested by the customer; (d) to the greatest extent enforceable under Applicable Law, adhere to the repair work rates and charges and other advertising and pricing policies prescribed by the Manuals and applicable National Account Participation Agreement(s), if any; and (e) reserve for Company the right to require Franchisee to use dispatch software from certain designated software providers in conjunction with the Dispatch System or any other dispatch system Company designates. Company reserves the right to modify the Dispatch System and its service request allocation methodologies at any time in its sole and absolute discretion. Company does not make any representations regarding, and does not guarantee that any volume of service requests will be assigned to Franchisee through, the Dispatch System.

7.5 Manuals. Franchisee shall participate in the System and operate the Store and Mobile Unit(s) in strict compliance with the Standards and incorporated in Company's Manual(s).

7.5.1 The subject matter of the Manuals and Standards may include matters such as: forms, information relating to parts and product and service specifications, warranty programs and requirements, purchase orders, general operations, labor management best practices, Gross Sales reports, training and accounting; sanitation; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, décor; best practices for management and personnel, hours of operation; yellow page and local advertising formats; standards of maintenance and appearance of the Store and Mobile Unit(s); procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact Company to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Company may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Company may also establish emergency procedures pursuant to which Company may require Franchisee to, among other things, temporarily close the Store to the public and/or temporarily cease operation of the Mobile Unit(s), in which event Company shall not be liable to Franchisee for any losses or costs, including consequential damages or lost profits occasioned thereby. In the event of any dispute as to the contents of the Manuals, the terms and contents of the master copy maintained by Company shall be controlling.

7.5.2 Company shall have the right to modify the Manuals and the Standards at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Manuals shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Manuals, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Manuals shall be deemed to mean the Manuals kept current by amendments from time to time.

7.5.3 Upon the execution of this Agreement, Company shall provide Franchisee access to the Manuals and the Standards through Company's Intranet. The Standards and all amendments to the Manuals and the Standards (and copies thereof) are copyrighted and remain Company's property. Franchisee shall have access to the Manuals, and the Standards during the Term, and such access shall immediately cease upon this Agreement's termination or expiration. The Manuals are highly confidential documents which contain certain Trade Secrets of Company. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Manuals without Company's prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately cease accessing the Manuals. Franchisee's loss or unauthorized transfer of the Manuals, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.6 Hours. Subject to Applicable Law or subsequent written agreement between Company and Franchisee to the contrary, Company and Franchisee agree that the Store and Mobile Unit(s) shall be open and operational seven (7) days per week, every day of the year (except the holidays stated in the Manuals on which Franchisee is authorized to close the Store and Mobile Unit(s)), and at least during the hours established by Company in the Manuals. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from the Store and Mobile Unit(s), and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Notwithstanding the foregoing, Company may authorize or direct Franchisee and other franchisees to operate during hours and on fewer or more days than are specified in the Manuals and this Agreement.

7.7 Product Line and Service.

7.7.1 Franchisee shall advertise, offer, sell and provide all and only those Approved Products and Services which Company has directed to be offered, advertised, sold and provided from the Store and Mobile Unit(s). All Approved Products and Services shall be sold and distributed under the specific name designated by Company and shall be purchased, inventoried, stored, and provided strictly in accordance with Company's Standards. Franchisee shall not cease offering any of the Approved Products and Services without Company's prior written consent nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Approved Products and Services. Franchisee recognizes that providing certain services may under Applicable Law require Franchisee to obtain specialized licenses (e.g., an electrician's license, a general contractor's license, a second-hand dealer license or a pawn license). Franchisee agrees to obtain any such licenses prior to providing any such services. Notwithstanding anything in this Agreement, Franchisee shall not, and shall not be required to, offer or sell a particular product or service if by so doing Franchisee would violate Applicable Law provided that Franchisee has used all commercially reasonable efforts to obtain any necessary Permits.

7.7.2 Approved Products and Services shall be marketed in a manner that is consistent with the Standards in an approved format to be utilized in the Store. The approved and authorized format(s) may include, in Company's sole and absolute discretion, requirements concerning organization, graphics, product and service descriptions, illustrations, and any other matters related thereto, whether or not similar to those listed. In Company's sole and absolute discretion, the format(s) may vary depending upon region, market size, and other factors. Company may change the format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Stores within regions. Franchisee shall have ten (10) days to implement all such changes from receipt or notice of such Standards.

7.7.3 Franchisee shall, upon receipt of notice from Company, add, delete, or update any description of Approved Products and Services according to the instructions contained in the notice. Franchisee shall have ten (10) days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product or cease providing any previously approved service within ten (10) days after receipt of written notice that the product or service is no longer approved. Company may instruct Franchisee to remove any product or service on an emergency basis and Franchisee must comply with such instruction immediately. Company shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.7.4 Franchisee acknowledges that it is critical to the success of the Store and Mobile Unit(s) that Franchisee provide fast, responsive, and top quality repair services to its customers and that, except in exceptional circumstances required or permitted in the Manuals or applicable National Account Participation Agreement, on a same-day or twenty-four (24)-hour turnaround basis.

7.7.5 Franchisee further acknowledges and agrees that, upon establishment by Company, Franchisee shall provide the Device Recommerce Program in strict accordance with Company's Standards, as may be amended from time to time in Company's sole and absolute discretion and which may include, without limitation, standards regarding which mobile and other electronic devices may be accepted by Franchisee through the program, policies and procedures for inspecting, evaluating and grading devices, and policies regarding Franchisee's resale of such devices.

7.8 Repair Rates. Company may, to the greatest extent permitted under Applicable Law, establish fixed, minimum or maximum repair rates, advertised price policies, and may advertise repair rates as part of the promotional programs which it sponsors for the public. Subject to Applicable Law to the contrary, if Company establishes such rates and/or policies for the Store or Mobile Unit business, or if Franchisee communicates to Company, by execution of a National Account Participation Agreement or by another means established by Company that Franchisee will comply with suggested repair rates, Franchisee will honor the established or agreed to rates and all of the other terms of such programs. Franchisee acknowledges that Company and others will rely on such communications.

7.9 Tools. All tools to be used in the operation of the Store and Mobile Unit(s) and other like articles used in connection with the Store and Mobile Unit(s) shall conform to Company's specifications, which may include manufacturer, brand and model, shall be imprinted with Company's Marks, if and as specified by Company, and shall be purchased by Franchisee from a Supplier designated or approved in writing by Company, as provided in ARTICLE 9 of this Agreement. No item of merchandise, furnishings, interior and exterior décor items, supplies, fixtures, equipment or tools shall be used in or upon the Store or Mobile Unit(s) unless expressly approved by Company.

7.10 Notification of Legal Proceedings; and Crisis Management Events.

7.10.1 Franchisee shall notify Company in writing within twenty-four (24) hours after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any lien, order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Store or Mobile Unit(s) or that may adversely affect Franchisee's operation of the Store or Mobile Unit(s) or ability to meet its obligations hereunder.

7.10.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Company, as instructed in the Manuals, by telephone and email (or other electronic messaging medium authorized by Company for this purpose). Franchisee shall cooperate fully with Company with respect to Company's response to the Crisis Management Event.

7.11 Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Premises, identifying the Premises as a Store, which shall conform in all respects to Company's specifications and requirements and the layout and design plan approved for the Premises, subject only to restrictions imposed by Applicable Law. On receipt of notice by Company of a requirement to alter any existing sign on its Premises, Franchisee will, at its cost, make the required changes within thirty (30) days, subject to the approval of the lessor if required by Franchisee's Lease. Franchisee will not be required to alter or replace the existing sign more than once every five (5) years.

7.12 Uniforms and Employee Appearance. Franchisee shall cause all individuals, while working in the Store and Mobile Unit(s) or a customer's home, business or such other location provided by the customer, to: (i) wear uniforms of such color, design, and other specifications as Company may designate from time to time, and (ii) present a neat and clean appearance. If Company removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have sixty (60) days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved

type of uniform. Unless Company otherwise provides prior written consent, Franchisee's staff working in the Store and/or Mobile Unit(s) shall be dedicated solely to the Store and/or Mobile Unit(s) shall not work at any other Store or other enterprise owned or operated by Franchisee. In no case shall Franchisee permit any staff member of Franchisee to wear the required uniform except while working at the Store or Mobile Unit(s); without limiting the generality of the foregoing, the uniform may not be worn off Premises for any other purpose (other than in the operation of the Mobile Unit(s), or while commuting to and from work at the Store or Mobile Unit(s)).

7.13 Vending or Other Machines. Except with Company's prior written consent, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Location.

7.14 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Store except with Company's prior written consent. Company shall not be required to approve any co-branding chain or arrangement except in its sole and absolute discretion, and only if Company has recognized that co-branding chain as an approved co-brand for operation within UBREAKIFIX BY ASURION Stores. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Company) that is featured or incorporated within Franchisee's Premises or is adjacent to Franchisee's Premises and operated in a manner which is likely to cause the public to perceive it to be related to the Store.

7.15 Intranet.

7.15.1 Company may, at its option, establish and maintain, on its own or through its designee, an Intranet through which franchisees of Company may communicate with each other, and through which Company and Franchisee may communicate with each other and through which Company may disseminate the Manuals and Standards, updates thereto and other confidential information. Company or its designee shall have sole and absolute discretion and control over all aspects of the Intranet, including the content and functionality thereof. Company will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

7.15.2 Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the Standards, protocols and restrictions that Company may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications, (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreement, or other agreement with Company or its Affiliates, (c) confidential treatment of materials that Company transmits via the Intranet or otherwise, (d) password protocols and other security precautions, including limitations on the number and types of staff members that may be granted access to the Intranet, (e) grounds and procedures for Company suspending or revoking a franchisee's access to the Intranet, and (f) a privacy policy governing Company's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Company can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Company's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.15.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Manuals) with the Intranet that allows Company to send messages to and receive messages from Franchisee, subject to the Standards.

7.15.4 If Franchisee shall default under this Agreement or any other agreement with Company or its Affiliate, Company may, in addition to, and without limiting any other rights and remedies available to Company, disable or terminate Franchisee's access to the Intranet without Company having any liability to Franchisee, and in which case Company shall only be required to provide Franchisee a paper copy of the Manuals and the Standards and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Manuals or Standards.

7.15.5 If Company or its designee has enabled the Intranet to facilitate Franchisee ordering goods and products from Company and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all goods and products available for purchase through the Intranet.

ARTICLE 8
ADVERTISING AND CO-OPS

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Company and shall use and display all material in accordance with Company's policies. Franchisee must obtain the prior written consent of Company to use and/or display any advertising materials, including, without limitation, all print advertising, newspaper and magazine advertisements, direct mailers and mail coupons, not provided by Company. Franchisee shall submit all such materials to Company for approval and Company shall grant or deny such approval within fifteen (15) days of receiving the materials. If Company has not approved such materials within fifteen (15) days, the materials shall be deemed disapproved. Any advertising materials or concepts created by Franchisee and approved by Company shall be deemed the sole and exclusive property of Company. Company may, in its sole and absolute discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Company, Franchisee shall cease using such materials. Franchisee shall be solely responsible for ensuring its use of advertising materials, whether or not provided by or approved by Company, conform to applicable laws and regulations.

8.2 Local Advertising and Promotion. Each calendar year, Franchisee shall expend no less than two percent (2%) of its Gross Sales for local advertising of the Store ("**Local Advertising Expenditure**"). Although not required to do so, Company strongly recommends that Franchisee expend an amount equal to three to five percent (3-5%) Gross Sales as its Local Advertising Expenditure during each year, on approved advertising programs. Franchisee shall deliver evidence of Local Advertising Expenditures in the form and manner prescribed by Company from time to time. Upon the request of Company, Franchisee shall provide an advertising plan which details the local advertising to be conducted over a twelve (12)-month period on behalf of the Store. Company hereby reserves the right to reject all or part of such plan and Franchisee shall revise the plan in response thereto. Unless Company shall give its prior written consent, Franchisee shall not use the Local Advertising Expenditure for yellow page advertising, market-wide research, seminars, entertainment, fees paid to consultants not approved by Company, incentive programs, charitable contributions, press parties, or specialty items (unless part of a market-wide program approved by Company and the cost of the same is not recovered by promotion).

8.3 Advertising Fund.

8.3.1 Franchisee's Advertising Fee shall be applied to the Advertising Fund. An amount equal to all Advertising Fund revenue and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Company-owned (including Affiliate-owned) Stores. Such expenditures may include, without limitation: (a) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, door hangers, electronic media advertisements, pay-per-click

internet advertisements (and related search engine optimization services and assistance) and other advertising and promotional material; (b) creative development, preparation, production and placement of video, audio and written materials and electronic media, (c) purchasing artwork and other components for advertising; (d) media placement and buying, including all associated expenses and fees; (e) administering regional and multi-regional marketing and advertising programs; (f) market research, marketing studies and customer satisfaction surveys, including the use of secret shoppers; (g) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (h) creative development of signage, posters, and individual décor items including wall graphics; (i) recognition and awards events and programs; (j) system recognition events, including periodic national and regional conventions and meetings; (k) website, extranet and/or Intranet development, implementation and maintenance; (l) development, implementation and maintenance of the Website(s)to permit and improve electronic commerce, reservation systems and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees; (n) public relations and community involvement activities and programs; (o) expenditures for activities conducted for the benefit of co-branding, or other arrangements where Approved Products and Services and/or services are offered in conjunction with other marks or through alternative channels of distribution; (p) development, amendment and revisions to the standards, policies and procedures set forth in the Manuals; and (q) payment to Company or its Affiliates, for internal expenses incurred in connection with the operation of its marketing/advertising department(s), if any, and the administration of the Advertising Fund.

8.3.2 Company may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by, or affiliated with Company, to provide services for the Advertising Fund. The Advertising Fund may be used to defray direct expenses of Company employees related to the operation of the Advertising Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Advertising Fund or against Company relating to the Advertising Fund, and to pay costs with respect to collecting amounts due to the Advertising Fund.

8.3.3 Company shall determine, in its sole and absolute discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees are or shall be required to contribute, or contribute the same percentage of Gross Sales, to the Advertising Fund. Nothing herein shall be construed to require Company to allocate or expend Advertising Fund contributions or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Except as directed in writing by Company, Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Advertising Fund. Company may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Company. Any additional advertising shall be at the sole cost and expense of Franchisee. The Advertising Fund shall, as available, provide to Franchisee marketing, advertising and promotional formats and sample materials at the Advertising Fund's direct cost of producing such items, plus shipping and handling. Company (or its Affiliates) may collect rebates, allowances and credits from designated and approved Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees, including for designated purposes, and use such sums for advertising the UBREAKIFIX BY ASURION brand, or one or more of the foregoing purposes in Company's sole and absolute discretion. Any such contribution of such rebates or credits to the Advertising Fund shall not reduce Franchisee's obligation to pay the Advertising Fee. Company may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

8.3.4 Without limiting the foregoing, Company may do any of the following:

(a) employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, or operated by Company or its Affiliates, to provide services for the Advertising Fund;

(b) compensate Company and/or its Affiliates for internal expenses, including salaries, overhead and administrative expenses incurred in connection with the operation of its marketing/advertising department(s), and the administration of the Advertising Fund, and to otherwise compensate Company and/or its Affiliates for expenses related to the operation of the Advertising Fund;

(c) pay for or charge the Advertising Fund for attorneys' fees and other costs related in any way to claims against Company, any of its Affiliates, and/or the Advertising Fund regarding or in connection with the Advertising Fund. However, Company will reimburse the Advertising Fund for any attorneys' fees and/or costs paid by the Advertising Fund in connection with any action in which Company is finally found to have acted unlawfully or to be guilty of wrongdoing with respect to the Advertising Fund;

(d) defer, waive and/or compromise claims with respect to the Advertising Fund;

(e) take legal or other action against any franchisee(s) in default of their obligations to the Advertising Fund and settle or compromise claims (and to pay related attorneys' fees and costs); and

(f) merge or combine the Advertising Fund with any marketing fund otherwise established for Stores.

8.3.5 Company may either (i) transfer the Advertising Fees to a separate Entity to whom Company has assigned or delegated the responsibility to operate and maintain the Advertising Fund, or (ii) administratively segregate on its books and records all Advertising Fees received from Franchisee and all other franchisees of Company. Nothing herein shall be deemed to create a trust fund, and Company may commingle Advertising Fees with its general operating funds and expend such sums in the manner herein provided. For each Store that Company or any of its Affiliates operates, Company or such Affiliate will similarly allocate to the Advertising Fund the amount that would be required to be contributed to the Advertising Fund if it were a Store.

8.3.6 If less than the total of all contributions and allocations to the Advertising Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Company may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest surplus funds. If Company (or an Affiliate) advances money to the Advertising Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Advertising Fund may be retained by Company for its own use in its sole and absolute discretion. Within sixty (60) days following each fiscal year, Company shall prepare a statement of contributions and expenditures for the Advertising Fund and, upon Franchisee's written request, Company shall provide such information to Franchisee.

8.4 Co-op Advertising. Company may, but is not obligated to, from time to time establish regions for co-operative advertising ("**Co-op Advertising Regions**"), to coordinate advertising, marketing efforts and programs and maximizing the efficient use of local and/or regional advertising media.

8.4.1 If and when Company creates a Co-op Advertising Region for the region in which the Store is located, Franchisee (and, if Company or an Affiliate of Company owns a Store in such Co-op Advertising Region, then Company or such Affiliate of Company), shall become a subscriber and member thereof and shall execute and participate in accordance with the subscription agreement and the Certificate of Incorporation and Bylaws of such Co-op Advertising Region on the forms prescribed by Company. The size and content of such regions, when and if established by Company, shall be binding upon Franchisee, and all other similarly situated franchisees and Company or such Affiliate of Company, if it operates Stores in the Co-op Advertising Region. At all meetings of such Co-op Advertising Region each participating Franchisee, as well as Company (or such Affiliate), if applicable, shall be entitled to one vote for each Store located within such Co-op Advertising Region or such other vote as may reasonably be determined by Company.

8.4.2 Franchisee and other members of the Co-op Advertising Region, whose agreements require their participation, will contribute to the Co-op Advertising Region such amount as may be determined by Company; provided, however, the rate of contribution may be increased in excess of such amount from time to time upon the affirmative vote or consent of not less than a majority of the voting power of the Co-op Advertising Region, but the Co-op Advertising Region may not reduce any minimum contribution rate established by Company (subject to the limitations set forth in this Section).

8.4.3 Subject to Section 8.4.1 of this Agreement, each Co-op Advertising Region will decide as to the usage of funds available to it for media time, production of media materials, whether for radio, television, newspapers or Store-level materials such as flyers, posters, or for any other type of advertising or marketing use, and then such Co-op Advertising Region shall in writing request approval from Company to use said funds in said manner. Company shall not withhold approval unreasonably, but no placement of advertising or commitment of advertising funds on behalf of a Co-op Advertising Region will be made without Company's prior written approval. Company reserves the right to establish general standards concerning the operation of the Co-op Advertising Region, advertising agencies retained by Co-op Advertising Region, and advertising programs conducted by Co-op Advertising Region. Any disputes (other than pricing) arising among or between Franchisee, other franchisees, and/or the Co-op Advertising Region may be resolved by Company, whose decision shall be final and binding on all parties. No Co-op Advertising Region may appoint or pay from the funds collected by the Co-op Advertising Region fees or costs of any advertising agency or buying group without the prior written permission of Company.

8.5 Telephone Numbers and Directory Advertising. In addition to the Advertising Fees and Franchisee's required expenditures under Sections 8.2 and 8.3, Franchisee shall, at its sole expense, subscribe for and maintain throughout the Term, one or more listed telephone numbers which shall be listed under such headings in such telephone directory or directories, including physical and on-line directories and the white pages and the yellow pages, as Company may reasonably designate or approve which service Franchisee's trade area, as reasonably determined by Company. Company reserves the right to establish general standards concerning directory and other types of advertising.

8.6 Promotional Campaigns. From time to time during the term hereof, Company shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee and each Co-op Advertising Region, if any, agrees to participate in such promotional campaigns upon such terms and conditions as Company may reasonably establish. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

8.7 Internet.

8.7.1 Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, website, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Company's prior written consent, and then only in such manner and in accordance with the Standards as Company may establish from time to time.

8.7.2 Company has caused to be established the Website(s). Company shall have sole and absolute discretion over the design, content and functionality of the Website(s) as they relate to the Stores and Mobile Unit(s). Company may cause to be included on the Website(s) one or more interior pages that identify Stores and Mobile Units operated under the Marks, including the Store and its Mobile Unit(s), by among other things, geographic region, address, telephone number(s), and offered products and services. The Website(s) also may include one or more interior pages dedicated to the sale of franchises by Company and/or relations with Company's or its Affiliate's investors. Company may permit Franchisee to periodically select from Company's designated alternative design elements for an interior page (or portion thereof) dedicated to the Store and its Mobile Unit(s). Such designated alternative design elements may change from time to time. Company or its designee will implement any such designated design elements or changes promptly, subject to Company's or its designee's business needs and scheduling availability. Company or its designee may modify, disable or terminate the Website(s), in whole or in part, without Company having any liability to Franchisee.

8.7.3 Franchisee acknowledges and agrees that Company (or its Affiliate or designee) is the owner of, and will retain all right, title and interest in and to (i) the domain names www.asuriontechrepair.com and "www.UBREAKIFIX.com"; (ii) the URLs: "www.asuriontechrepair.com" and "www.UBREAKIFIX.com"; all existing and future domain names, URLs, future addresses and sub-addresses using the Marks in any manner; (iii) all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Website(s), excluding any software owned by third parties; (iv) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through the Website(s); and (v) all intellectual property rights in or to any of the foregoing.

8.7.4 Franchisee acknowledges that Company has the exclusive and unrestricted right to manufacture, produce, license, distribute and market products and repair services (including Approved Products and Services) and accessories by means of the Internet.

8.7.5 Franchisee acknowledges that to competitively attract customers, Company may enter into agreements with Internet Referral Sources to refer customers to Company and its franchisees, including Franchisee, and Company may establish Standards governing the referral of customers derived via Internet Referral Sources. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from Internet Referral Sources, and Company may charge Franchisee a fee, which shall not exceed five percent (5%) of the Gross Sales earned by Franchisee resulting from performance of services to customers from Internet Referral Sources. The fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement including with respect to National Accounts, Continuing Royalties and Advertising Fees. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company. Franchisee shall not enter into any arrangement or agreement with an Internet Referral Source without Company's prior written consent.

8.7.6 Franchisee acknowledges that to competitively attract customers, Company may enter arrangements whereby various walk-in retail or other similar businesses ("**Referring Businesses**") enter into agreements with its customers whom the Referring Businesses agree to introduce to Company as potential servicing leads from such customers ("**Referred Customers**") in exchange for Company's agreement to reward the Referring Businesses with a commission on sales to the Referred Customers in an amount which Company may establish with the Referring Business not to exceed ten percent (10%) of the Total Ticket Price (defined below) ("**Referral Commission**"). Company shall pass down its obligation to pay Referral Commissions to the Referring Businesses to Franchisee. Accordingly, Franchisee shall pay Company the applicable Referral Commission on every sale made by Franchisee to a Referred Customer, which Company shall then pay to the Referring Businesses. The "**Total Ticket Price**" is equal to the Gross Sales derived by the Franchisee from the Referred Customer, exclusive of sales tax and prior to applying any discounts, credits, rebates, adjustments, and shipping, handling, insurance and related transportation costs. Company may refer these Referred Customers to its franchisees, including Franchisee, and Company may establish Standards governing the referral of Referred Customers derived from those Referring Businesses. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from these Referring Businesses.

ARTICLE 9
DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Designated Products and Services. Company may, from time to time throughout the Term, require that Franchisee purchase, use, offer, promote, provide and/or maintain certain tools, supplies, replacement parts, products and/or services from Company or Company's Affiliates (if Company or its Affiliates sell the same) or from Suppliers designated by Company (the "**Designated Products and Services**"). The Designated Products and Services may include: (i) products that bear the UBREAKIFIX BY ASURION Mark or Marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications Company deems to be of significant importance to the Store or which are produced or manufactured in accordance with Company's specifications and/or formulas, and products and services which Company selects as Designated Products and Services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items of service such as provided by organizations that provide referrals to or pre-screen service professionals that Company may authorize Franchisee from time to time to use to provide additional and/or specialized support and assistance to customers. Company shall not be obligated to reveal Trade Secrets, specifications and/or formulas of such Designated Products and Services to Franchisee, non-designated suppliers, or any other third parties. Franchisee shall purchase Designated Products and Services only from Company or its Affiliates (if they sell the same), or Company's designees.

9.2 Ancillary Products and Services. Company may designate certain products and services, such as merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which Franchisee may or must use and/or offer and sell at the Store and in or through Mobile Unit(s) ("**Ancillary Products and Services**"). Franchisee may, but shall not be obligated to, purchase such Ancillary Products and Services from Company or its Affiliates, if Company or such Affiliates, supply the same. Franchisee may use, offer or sell only such Ancillary Products and Services that Company has expressly authorized, and that are purchased or obtained from Company or one of Company's Affiliates or a producer, manufacturer, distributor, supplier, vendor or service provider ("**Supplier**") designated or approved by Company pursuant to Section 9.2.2 of this Agreement.

9.2.1 Franchisee may purchase authorized Ancillary Products and Services from (i) Company or its Affiliates (if they sell the same); (ii) Suppliers designated or approved by Company; or (iii) Suppliers selected by Franchisee and approved in writing by Company prior to Franchisee making such purchase(s). Each such Supplier approved in writing by Company must comply with Company's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Company: (a) its ability to supply an Ancillary Product or Service meeting the specifications of Company, which may include specifications as to brand name, model, contents, manner of preparation or installation, quality, and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Company to be in the best interest of the System.

9.2.2 If Franchisee should desire to procure authorized Ancillary Products and Services from a Supplier other than Company or a Supplier previously approved or designated by Company (and not subsequently disapproved), Franchisee shall deliver written notice to Company of its desire to seek approval of such Supplier, which notice shall (a) identify the name and address of such Supplier, (b) contain such information as may be requested by Company or required to be provided pursuant to the Standards (which may include reasonable financial, operational and economic information regarding its business and its product), and (c) identify the authorized Ancillary Products and Services desired to be purchased from such proposed Supplier. Company shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Ancillary Products and Services if such are not contained in the Manuals. Company may thereupon request that the proposed Supplier furnish Company at no cost to Company, product samples, specifications and such other information as Company may require. Company or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Stores.

9.2.3 Company will use its good faith efforts to notify Franchisee of its decision within sixty (60) days after Company's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section 9.2.3; should Company not deliver to Franchisee, within sixty (60) days after it has received such notice and all information and other items requested by Company in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Ancillary Products and Services described in such notice. Nothing in this article shall require Company to approve any Supplier, and without limiting Company's right to approve or disapprove a Supplier in its sole and absolute discretion, Franchisee acknowledges that it is generally disadvantageous to the System from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Company may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Company and its franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Company may disapprove a proposed Supplier, if in Company's opinion, the approval of the proposed Supplier would disrupt or adversely impact Company's national or regional distributional arrangements. Company may also determine that certain Ancillary Products and Services shall be limited to a designated brand or brands set by Company. Company may revoke its approval upon the Supplier's failure to continue to meet any of Company's criteria. Franchisee agrees that at such times that Company establishes a regional purchasing program for any of the parts and other supplies and materials used in the preparation and performance of Approved Products and Services or other Ancillary Products and Services used in the operation of the Store and/or Mobile Unit(s), which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.2.4 As a further condition of its approval, Company may require a Supplier to agree in writing: (i) to provide from time to time upon Company's request free samples of any Ancillary Product or Service it intends to supply to Franchisee, (ii) to faithfully comply with Company's specifications for applicable Ancillary Products and Services sold by it, (iii) to sell any Ancillary Product or Service bearing Company's Marks only to Franchisee, and with Company's prior written consent, to other UBREAKIFIX BY ASURION Store franchisees of Company and only pursuant to a trademark license agreement in form prescribed by Company, (iv) to provide to Company duplicate purchase invoices for Company's records and inspection purposes and (v) to otherwise comply with Company's reasonable requests.

9.2.5 Franchisee or the proposed Supplier shall pay to Company in advance (or upon Company's request, reimburse Company for) all of Company's reasonably anticipated costs in reviewing the application of the Supplier to service Franchisee and all current and future reasonable costs and expenses, including reasonable travel expenses, related to inspecting, re-inspecting and auditing the Suppliers' facilities, equipment, and products, and all product testing costs paid by Company to third parties.

9.2.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its landlord, vendors and Suppliers.

9.3 Purchases from Company or its Affiliates.

9.3.1 All services, goods, products, parts and supplies purchased from Company or its Affiliates ("**Company-provided Items**") shall be purchased in accordance with the purchase order format issued from time to time by Company (or the applicable Affiliate), the current form of which shall be set forth in the Manuals, and in accordance with the policies set forth in the Manuals, if any. Company (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of Company-provided Items to Franchisee on prior written notice. Such prices shall be Company's (or the Affiliate's) then-current prices, which may change from time to time. Franchisee further acknowledges that prices Company (or the applicable Affiliate) charges to Franchisee may include a mark-up and profit to Company (or its Affiliate's) and may be higher than Company's (or its Affiliate's) internal prices allocated or charged to Company or Affiliate owned Stores. Company (or the applicable Affiliate) in its sole and absolute discretion, may discontinue the sale of any goods or services at any time if in Company's (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Company (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Company (or the applicable Affiliate). If any Company-provided Items sold by Company (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Company (or the applicable Affiliate) may allocate the available supply among itself, its Affiliates and others, including Franchisee and other franchisees, in any way Company (or the applicable Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain Company-provided Items as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Company (or the applicable Affiliate) at Company's (or the applicable Affiliate's) designated offices, and Company (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Company (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Company to determine the credit limits, if any, to be extended to Franchisee. Company (or the applicable Affiliate), in its sole and absolute discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.3.2 Company may collect rebates and credits in the form of cash or services or otherwise from approved and designated Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees,

including for designated purposes, and use such sums for advertising the UBREAKIFIX BY ASURION brand, or one or more of the foregoing purposes in Company's sole and absolute discretion, notwithstanding any designation by the Supplier or otherwise.

9.3.3 On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Company (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Company may notify its designated or approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Designated Products and Services as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.3.4 From time to time upon Company's (or the applicable Affiliate's) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Company (or the applicable Affiliate) over the two (2)-week period, or other period requested by Company, following the date of the request.

9.4 Test Marketing. Company may, in its sole discretion from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Store and/or Mobile Unit(s). Franchisee shall cooperate with Company in connection with the conduct of such test marketing and shall comply with Company's rules and regulations established from time to time in connection herewith.

9.5 National Warranty Programs. Company has established a national warranty program and may revise the program from time to time as Company deems appropriate. Franchisee, acting on its own behalf, shall deliver to its customers national warranties on terms and conditions Company determines from time to time and on such forms as Company may furnish to Franchisee. Franchisee shall perform promptly all of the terms and conditions of all such warranties. Franchisee shall have sole responsibility for all such warranties (even though the terms and conditions have been established by Company) and for performance of any other warranties provided by Franchisee. Franchisee agrees to comply with all policies and procedures on warranty programs established by Company and keeping records with respect to Franchisee reimbursement claims. Franchisee acknowledges and agrees that all warranty and other services hereunder are performed by Franchisee as an independent contractor and not as an agent of Company. Franchisee has no authority to make and shall not make any warranty or representation to others on behalf of Company.

9.6 Customer Reporting and Comment Cards.

9.6.1 At Company's request, Franchisee shall use reasonable efforts to secure the names, physical and email addresses and other information reasonably required by Company, of Franchisee's customers at the Store and Mobile Unit(s) and shall allow such information to be used by Company. Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Company may establish privacy policies, and upon notification of the same, Franchisee shall cause such privacy policies to be implemented in the Store and Mobile Unit(s).

9.6.2 At Company's request, Franchisee shall purchase, use and display in the Store during all operating hours customer comment and other cards in the manner specified in the Manuals, or use other physical and electronic methods to gather customer information and comments regarding their experience at the Store, Mobile Unit(s), or UBREAKIFIX BY ASURION Stores or Mobile Units in general.

9.7 Consignment. Company may, in its sole and absolute discretion permit Franchisee to obtain inventory and parts on a consignment basis (collectively, the "**Consigned Parts**") from uBreakiFix Repair

Parts Co or one of its Affiliates ("**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in providing Approved Products and Services will at all times remain the property of Consigning Party. Franchisee shall be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. Franchisee agrees to comply with the Standards and other requirements that Company may establish or revise from time to time related to Consigned Parts. Franchisee shall only use a Consigned Part for Approved Products and Services. Consigning Party shall invoice Franchisee for a Consigned Part and Franchisee shall pay Consigning Party for the Consigned Part upon use in Approved Products and Services. For clarity, Company is not obligated to offer the Consigned Parts described in this Section 9.7 and may cease doing so at any time without notice.

ARTICLE 10
REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Company, submit to Company statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Company may require to: (i) assist Franchisee in the operation of the Store and Mobile Unit(s) in accordance with the System; (ii) allow Company to monitor Franchisee's Gross Sales, purchases, costs and expenses; (iii) enable Company to develop chain-wide statistics which may improve bulk purchasing; (iv) assist Company in the development of new products and services or the removal of existing unsuccessful Approved Products and Services; (v) enable Company to refine existing Approved Products and Services; (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Unless otherwise agreed by Company in writing, Franchisee shall also submit condensed reports (by paper, facsimile, email, or other method of transmission) of Gross Sales to Company on a weekly basis in accordance with the guidelines established by Company. Franchisee will electronically link the Store and Mobile Unit(s) to Company and will allow Company to poll at times selected by Company, the Store and Mobile Unit(s) Information Systems to retrieve Information including sales, sales mix, usage, and operations data.

10.1.2 On or before the seventh (7th) day following each Accounting Period during the Term hereof, Franchisee shall submit a Gross Sales report signed by Operating Principal on a form prescribed by Company, reporting all Gross Sales for the preceding Accounting Period, together with such additional financial information as Company may from time to time request.

10.1.3 On or before the forty-fifth (45th) day following each calendar quarter during the Term hereof, Franchisee shall submit to Company financial statements for the preceding calendar quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Company and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

10.1.4 Within ninety (90) days following the end of each calendar year, Franchisee shall submit to Company an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Company, which shall be certified by Franchisee to be accurate and complete. Franchisee shall also provide Company with copies of signed original VAT, sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. Company reserves the right to require such further information concerning the Store and Mobile Unit(s) as Company may from time to time reasonably request.

10.1.5 Without limiting the foregoing, as and when required by Company, Franchisee shall segregate data and information regarding the Store, from Mobile Unit(s).

10.2 Inspections. Company's authorized representatives shall have the right, from time to time, to enter upon the entire premises of the Store and Mobile Unit(s) during business hours, to examine same, confer with Franchisee's staff, inspect and check operations, products, services, and determine whether the business is being conducted in accordance with this Agreement, the System and the Manuals and Standards. Company shall use reasonable efforts to avoid materially disrupting the operation of the Store and Mobile Unit(s). If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement, or the Manuals and Standards, including quality, cleanliness, service, health and authorized product line, Company will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, Standards, System, or this Agreement and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. In accordance with Section 7.4, Company may require Franchisee to take and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Store and/or temporarily ceasing operations of one (1) or more Mobile Units. If Franchisee does not achieve satisfactory results on any inspection, Franchisee must reimburse Company for all costs of such inspection and any follow up inspections until the identified problems have been corrected.

10.3 Audits. Franchisee shall prepare, and keep for not less than seven (7) years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from the Store and Mobile Unit(s), applicable VAT, sales and use tax returns (if any), for the Store and Mobile Unit(s), all pertinent original serially numbered sales slips and cash register records for the Store and Mobile Unit(s), and such other sales records as may be reasonably required by Company from time to time to verify Gross Sales and purchases reported by Franchisee to Company, in a form suitable for an audit of its records by an authorized auditor or agent of Company. Such information shall be broken down by categories of goods, products, services, offered and sold, where possible. When required by Company, Franchisee shall segregate records of the Store, from the records of Mobile Unit(s). Company, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. Company may also conduct the audit at a site other than the Store, and Franchisee shall provide all information to Company, its agents or representatives, promptly upon demand (but not later than five (5) days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the highest compound rate permitted by Applicable Law, but not to exceed the rate of eighteen percent (18%) per annum. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of two percent (2%) or more, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in ARTICLE 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Company, which shall include Company's travel, lodging, wage expense and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more, Company, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in ARTICLE 14, may require Franchisee to maintain and deliver to Company from time to time, financial statements audited by an independent certified public accountant. In addition, if an audit or investigation conducted by Company discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, Company has the right to terminate this Agreement as provided in ARTICLE 14.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

10.5 Customer Lists. Franchisee agrees to develop and maintain an electronic database that contains the name and contact information of, and a description of the type and cost of the services performed for, each Residential and Small Business Customer that has engaged Franchisee to provide Approved Products and Services (the "**Customer List**"). In partial consideration for the license to use the Marks and the System, and for the training Franchisee receives hereunder, Franchisee assigns and transfers to Company all rights, title or interests that Franchisee has or may have in the Customer List, as constituted from time to time, with the result that the Customer List shall be and remain Company's sole property. Company grants Franchisee the right and license to use the Customer List during the Term solely for the purposes this Agreement states, but for no other purpose. Franchisee shall maintain and use the Customer List in strict compliance with any privacy policy that Company adopts.

ARTICLE 11
TRADEMARKS

11.1 Use of Marks. Subject to Section 11.7 of this Agreement, the Store and Mobile Unit(s) shall be named "UBREAKIFIX BY ASURION" with only such additional prefix or suffix as may be required by Company from time to time. Franchisee shall use and display such of Company's trade dress, Marks, and such signs, advertising and slogans only as Company may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Company may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Company's judgment to end and cause the discontinuance of Franchisee's use of the trade dress and Marks and Company is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact to do so. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the prior written consent of Company. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior written consent of Company. Company may withhold or condition any approval related to the Marks, including those described in this Section, in its sole and absolute discretion. During the Term, Franchisee shall identify the Store and Mobile Unit(s) as an independently owned and operated franchise of Company, in the form and manner specified by Company, including on all invoices, order forms, receipts, checks, business cards, on posted notices located at the Store and in other media and advertisements as Company may direct from time to time.

11.2 Non-Use of Trade Name. Franchisee shall not use Company's Marks, or Company's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee's name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Store and Mobile Unit(s) without the prior written consent of Company, which may be withheld in its sole and absolute discretion.

11.4 Non-ownership of Marks. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Company's trade dress, or to any of the Marks or the goodwill annexed thereto, except a mere privilege and license during the Term to display and use the same according to the terms and conditions herein contained.

11.5 Defense of Marks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement, Franchisee shall promptly notify Company of any such claim, suit or demand. Thereupon, Company shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Company. Company

shall have the sole right to defend, compromise or settle any such claim, in its sole and absolute discretion, at Company's sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Company in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Company's decisions with regard thereto shall be final.

11.6 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use Company's trade dress or Marks, is using Company's trade dress or Marks or any variant thereof, Franchisee shall promptly notify Company of the facts relating to such alleged infringing use. Thereupon, Company shall, in its sole and absolute discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress and/or Marks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.7 Modification of Marks. From time to time, in the Manuals or in directives or bulletins supplemental thereto, Company may add to, delete or modify any or all of the Marks and trade dress. Franchisee shall, at its cost and expense, use, or cease using, as may be applicable, the Marks and/or trade dress, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Manuals or in written directives issued by Company to Franchisee, as though they were specifically set forth in this Agreement. Except as Company may otherwise direct, Franchisee shall implement any such change within sixty (60) days after notice thereof by Company, at Franchisee's expense.

11.8 Acts in Derogation of the Marks. Franchisee agrees that Company's trade dress and the Marks are the exclusive property of Company and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Company and others authorized by Company of the trade dress and Marks in the operation of Stores and Mobile Units, and agrees that Franchisee will maintain this standard in its use of the Marks and trade dress. All use of the Marks and trade dress by Franchisee inures to the benefit of Company. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or its registration, and shall maintain the integrity of the Marks and prevent their dilution. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Company or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and will use the Marks and Company's trade dress only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not (i) interfere in any manner with, or attempt to prohibit, the use of Company's trade dress and/or the Marks by any other franchisee or licensee of Company; or (ii) divert or attempt to divert any business or any customers of the Store or Mobile Unit(s) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

11.9 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly, upon the execution of this Agreement, file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "UBREAKIFIX BY ASURION" with only such additional prefix or suffix as may be required by Company from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration in connection with the Store and Mobile Unit(s), and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Company as its attorney-in-fact to do so for and on behalf of Franchisee.

11.10 Intellectual Property Rights of Third Parties. Franchisee shall be responsible for ensuring its conduct of sales and advertising of products, such as mobile devices, earbuds, and batteries and parts do not infringe the intellectual property rights of any third party, including the trademarks, trade names, copyrights, patents, designs and images belonging to a third party. Franchisee shall not infringe the intellectual property rights of third parties whose brands, trademarks, trade names or logos appear on products offered for sale at the Store or delivered via the Mobile Units, and shall conform to any applicable guidelines, directions or permissions published or provided by the third parties in relation to the advertising, promotion or sale of products that contain or are associated with brands, trademarks, trade names, patents, copyrights, images or logos of third parties.

ARTICLE 12
COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System and Standards are distinctive and have been developed by Company and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and Trade Secrets regarding the System and the Standards. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees and shall cause each of the Restricted Persons to agree in writing on a form provided by Company that, except to the extent such restriction is prohibited by Applicable Law:

12.1.1 During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Company shall provide prior written consent thereto, or (ii) divert or attempt to divert any business or any customers of the Store and Mobile Unit(s) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 Upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cessation of any Restricted Person's relationship with Franchisee; each person who was a Restricted Person before such event shall not for a period of two (2) years thereafter, engage in any Competitive Activities: (a) within the Territory, or (b) within an area within twenty (20) miles from any then-existing Store, without Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees or area developers of Company.

12.2 Trade Secrets.

12.2.1 Company possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation), specifications, procedures, concepts and methods and techniques of developing and operating Stores and Mobile Units, and producing Approved Products and Services. Company may disclose certain of its Trade Secrets to Restricted Persons in the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, and through Company's training program and other guidance and management assistance, and in performing Company's other obligations and exercising Company's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain or was known to Franchisee prior to Company's disclosure of such information to Franchisee, other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; (b) becomes known to the Restricted Persons from a source other than Company or its Affiliates and other than by the breach of an obligation of

confidentiality owed (by anyone) to Company or its Affiliates; or (c) was independently developed by Franchisee without the use or benefit of any of Company's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 No Restricted Person shall acquire any interest in the Trade Secrets other than to the extent this Agreement grants them right to use them in developing and operating the Store during the Term in accordance with the Standards. A Restricted Person's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Store and Mobile Unit(s); (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term; and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Store and Mobile Unit(s) and implement all reasonable procedures prescribed from time to time by Company to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Company may prescribe on disclosure to staff and obtaining written non-disclosure covenants in a form approved by Company from staff members and others who may have access to the Trade Secrets. Promptly upon Company's request, Franchisee shall deliver executed copies of such agreements to Company. If Franchisee has any reason to believe that any employee has violated the provisions of the confidentiality agreement, Franchisee shall promptly notify Company and shall cooperate with Company to protect Company against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Company, such action is necessary or advisable. Without limiting the foregoing, Company may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Store and Mobile Unit(s), including the execution of confidentiality agreements.

12.2.3 Notwithstanding anything herein to the contrary, in view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with Trade Secrets and Marks, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform lessors from which it is seeking Leases or lessors which are parties to Leases in order to obtain renewals of, or avoid terminations of, such Leases or as necessary to obtain any Permits or other approvals, or to the extent required by Applicable Law, provided that Franchisee shall give Company prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Store or Mobile Unit(s) or any Crisis Management Event shall be made by Franchisee without the prior written consent of Company in advance of such press release announcement, or public communication.

12.4 Effect of Applicable Law. In the event any portion of the covenants in this Article violate Applicable Law, or is held invalid or unenforceable in a final judgment to which Company and Franchisee are

parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Company may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.5 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.5.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all Applicable Law in the performance of its obligations under this Agreement and all related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenue or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any Equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.5.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by Applicable Law.

12.5.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.5.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.5.3 above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.5.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, a Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.6 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's Marks, System, Trade Secrets, or any other proprietary aspects of Company's business.

ARTICLE 13
NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Company shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Company in reliance upon and in consideration of the singular individual or collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, or if applicable, its Owners who will actively and substantially participate in the development, ownership and operation of the Store and Mobile Unit(s). Accordingly, except as otherwise may be permitted herein, neither Franchisee nor any Owner (other than Company, if applicable) shall, without Company's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Company's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell the Store and Mobile Unit(s) and assign this Agreement in accordance with the terms hereof, Franchisee shall not, without Company's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer,

the furnishings, interior and exterior décor items, supplies, repair parts, fixtures, equipment, Franchisee's Leases, the real and personal property and any other Assets used in connection with the Store and Mobile Unit(s). Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Owner of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the Assets of the Store or Mobile Unit(s) may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the Assets of the Store or Mobile Unit(s).

13.2.2 Franchisee shall promptly provide Company with written notice (stating such information as Company may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Company will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Article; provided, however, Company may impose any reasonable condition to the granting of its consent, and requiring Franchisee to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Franchisee's written request for Company's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee or new Owner(s) and such other information as Company may reasonably request;

(b) Company's receipt of an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Company or if none exist, so stating, and a list of all Owners having an interest in this Agreement or in Franchisee, the percentage interest of Owner, and a list of all officers and directors, in such form as Company may require;

(c) Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall execute an agreement and make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request (the "**ROFR Period**"). If Company accepts such offer, the training and transfer/administrative fees due by Franchisee in accordance with this Agreement shall be waived by Company, and the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. If Company does not elect to exercise the ROFR, Franchisee must consummate the transaction constituting the relevant Assignment within sixty (60) days following the written notice provided on the same terms and conditions offered to Company in the ROFR. Any change in the terms of such Assignment or proposed closing following such sixty (60)-day period shall cause it to be deemed a new offer, subject to the same ROFR by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such ROFR shall not constitute consent to the Assignment or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed Assignment.

(d) The Franchisee shall not be in default under the terms of this Agreement (or any other related agreement), the Manuals, the Standards or any other obligations owed Company, and all of its then-due monetary obligations to Company or its Affiliates shall have been paid in full;

(e) The Franchisee, and its Owners, shall execute a general release under seal, in a form prescribed by Company, of any and all claims against Company, its Affiliates, Owner(s), directors, officers, agents and employees;

(f) The transferee/assignee shall have demonstrated to Company's satisfaction that it meets all of Company's then-current requirements for new Store and Mobile Unit operators or for holders of an interest in a Store and Mobile Unit or license, including possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, the ability to obtain or acquire the license(s) and permit(s) necessary for the sale of all Approved Products and Services, and the ability to fully comply with the terms of this Agreement;

(g) (i) The transferee/assignee, if not an Assignment of all of the Equity in Franchisee, either shall have assumed this Agreement by a written assumption agreement approved by Company, or have agreed to do so at closing, and at closing execute an assumption agreement approved by Company; provided, however, that such assumption shall not relieve Franchisee (as transferor/assignor) of any such obligations; or (ii) at Company's option, the transferee/assignee (or Franchisee if the Assignment involves only a change in the Owners or a transfer of control) shall have executed a replacement franchise agreement on the then-current standard form of franchise agreement used by Company in the State in which the Store is being operated; provided, however, that the initial term of the replacement franchise agreement shall be only the remainder of the then-current Term before any Successor Term and, at Company's request, the transferor/assignor shall have executed a continuing guaranty in favor of Company of the performance and payment by the transferee/assignee of all obligations and debts to Company and its Affiliates under the replacement franchise agreement;

(h) Unless Company grants its prior written consent, no Store or Mobile Unit may be sublicensed, assigned or transferred without the concurrent assignment of all Mobile Units together with the Store and this Agreement.

(i) If this Agreement has been executed pursuant to an Area Development Agreement with Company (whether or not such agreement remains in effect), then this Agreement and all other franchise agreements executed pursuant to such Area Development Agreement shall be concurrently transferred/assigned to the same assignee together with all Mobile Units and the assignor shall have transferred and conveyed all Mobile Units to the assignee;

(j) The assignee shall agree to refurbish the Store as needed (in Company's sole and absolute discretion) to match the building design, trade dress, color scheme and presentation in the then-current Standards (such refurbishment may include remodeling, redecoration and modifications to existing improvements);

(k) The assignee shall agree to repair and refurbish any Mobile Unit(s) as needed (in Company's sole and absolute discretion) to match the then-current Standards, and the the trade dress, color scheme and presentation then used by Company for its Mobile Units (such refurbishment may include updating decals and vehicle colors, and modifications to existing equipment and improvements);

(l) There shall not be any suit, action, or proceeding pending, or to the knowledge of Franchisee any suit, action, or proceeding threatened, against Franchisee with respect to the Store and/or any Mobile Unit;

(m) Upon submission of Franchisee's request for Company's consent to any proposed Assignment, Franchisee shall pay to Company a non-refundable administrative/transfer fee equal to ten percent (10%) of Company's then-current initial franchise fee plus Company's out of pocket costs associated with the Assignment, including costs of attorneys' fees associated with the Assignment;

(n) Following the closing of the Assignment, if applicable the new Operating Principal, Store Managers and other employees responsible for the operation of the Store and Mobile Unit(s), must complete the Initial Training Program for a period determined by Company in its sole and absolute discretion, which may be up to thirty (30) days in duration; and

(o) Any new Owner(s) of Franchisee, or the Owners of the transferee Franchisee as a result of the relevant Assignment, owning ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of Franchisee or the transferee Franchisee, will execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all obligations to Company and to Company's Affiliates (in determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated).

13.2.4 Company's consent to an Assignment shall not constitute a waiver of any claims it may have against the Franchisee or any of its Owners arising out of this Agreement or otherwise, including (a) any payment or other duty owed by Franchisee to Company or its Affiliates under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.2 of this Agreement, whether before or after such Assignment, or (c) the obligation to obtain Company's consent to any Assignment.

13.3 Entity Franchisee. Franchisee represents and warrants that the information set forth in Attachment 3, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Attachment 3, and shall submit to Company a revised Attachment 3, certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Attachment 3. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.1 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of a Store or Stores and a Mobile Unit or Mobile Units, pursuant to one or more franchise agreements from Company. Franchisee shall submit to Company, upon the execution of this Agreement and thereafter from time to time upon Company's request, a resolution of Franchisee (or its governing body) confirming that Franchisee is in compliance with this provision.

13.3.2 All present and future Owners of a ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee, will execute a written guaranty in a form prescribed

by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of Franchisee's obligations to Company and to Company's Affiliates. For purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated. Upon each transfer or assignment of an interest in Franchisee, or other change in ownership interests in Franchisee, and at any other time upon Company's request, said holders shall re-execute a written guaranty in a form prescribed by Company.

13.3.3 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay, in addition to any transfer fee required under Section 13.2.3(m) of this Agreement, to Company a non-refundable fee of five thousand dollars ($5,000), or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

ARTICLE 14
DEFAULT AND TERMINATION

14.1 General. Company shall have the right to terminate this Agreement only for "cause." "Cause" is hereby defined as a default of this Agreement. Company shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and manners.

14.2 Automatic Termination Without Notice. Subject to Applicable Law to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Company's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of Applicable Law), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against it in the amount of more than twenty-five thousand dollars ($25,000) to remain unsatisfied for a period of more than thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iii) the Store, the Premises, one (1) or more Mobile Unit(s), or Franchisee's Assets are seized, taken over or foreclosed by a Governmental Authority in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Store or License Mobile Unit(s), and it is not discharged within five (5) days of such levy of attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against the Store, a Mobile Unit or any

equipment at the Store or of the Mobile Units(s) which is not released within sixty (60) days, or if any person commences any action to foreclose on the Store, a Mobile Unit or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Company or any of its Affiliates, arising out of or relating to the operation of the Store or Mobile Unit(s); (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its Owners, officers, directors, or key staff members is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Company, to adversely affect Company's reputation, System, Marks or the goodwill associated therewith, or Company's interest therein; provided, however, that if the crime or offense is committed by an Owner other than an Operating Principal, then Company may only terminate on account thereof if such Owner fails within thirty (30) days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to Franchisee's other Owners; or (ix) Franchisee's failure to comply with ARTICLE 12 or ARTICLE 21 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Company upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Store. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the Term, to keep the Premises or Store open and operating for business for a period of five (5) consecutive days, except as otherwise may be provided in the Manuals, (ii) Franchisee's failure to keep the Premises or Store open and operating for any period after which it is reasonable under the facts and circumstances for Company to conclude that Franchisee does not intend to continue to operate the Store, unless such failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Store and Mobile Unit(s) solely with the "UBREAKIFIX BY ASURION" name (as the same may be modified in accordance with this Agreement); (iv) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of the Store at the Location; or (v) closing of the Store required by Applicable Law if such closing was not the result of a violation of this Agreement by Company;

14.3.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company; provided, however, that if the Store and Mobile Unit(s) continue to be operated in conformity with this Agreement (i) upon prompt written request and upon the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for the heirs or attorney-in-fact, as applicable, of such Franchisee (the "**Heirs**") either to enter into a new Franchise Agreement upon Company's then-current form (except that no initial franchise fee or transfer fee shall be charged), if Company is subjectively satisfied that the Heirs meet Company's standards and qualifications, or if not so satisfied, to allow the Heirs to sell the Store and Mobile Unit(s) to a person or Entity approved by Company, or (ii) upon prompt written request and upon the death or legal incapacity of an Owner owning ten percent (10%) or more of the Equity or voting power of a corporate or limited liability company Franchisee, or a general or limited partner owning ten percent (10%) or more of any of the Partnership Rights of a Franchisee which is a Partnership, Company shall allow a period of up to nine (9) months after such death or legal incapacity for the Heirs to seek and obtain Company's consent to the transfer or Assignment of such Equity or Partnership Rights to the Heirs or to another person acceptable by Company. If, within the allowed period, the Heirs fail either to enter into a new franchise agreement or to sell the Store and Mobile Unit(s) or relevant Equity of Franchisee to a person or Entity approved by Company pursuant to this Agreement, or fail either to receive Company's consent to the Assignment of such Equity to the Heirs or to another person or Entity acceptable by Company, as provided in this Agreement, this Agreement shall thereupon automatically terminate;

14.3.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty-four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

14.3.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any Applicable Law;

14.3.5 Sale of Unauthorized Products and Services. If Franchisee sells unauthorized products or services to the public, or sells Approved Products and Services in a manner that violates the Standards after having previously received a notice of default for making such sales, whether or not Franchisee has cured the default after one or more notices;

14.3.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty-six (36) month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more;

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or in Company's sole opinion otherwise materially impairs the goodwill associated therewith or Company's rights therein, or takes any action which in Company's sole opinion reflects materially and unfavorably upon the operation and reputation of the Store, the Mobile Unit(s), the System, or the UBREAKIFIX BY ASURION brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets," excluding independent acts of employees or others if Franchisee shall have exercised its best efforts to prevent such disclosures or use;

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement;

14.3.9 Health or Safety Violations. Franchisee's conduct of the Store or a Mobile Unit is so contrary to this Agreement, the System and the Manuals and/or the Standards as to constitute an imminent danger to the public health; and

14.3.10 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Store Manager fails to complete all phases of the Initial Training Program to Company's satisfaction prior to the opening of the Store and Mobile Unit(s).

14.4 Termination With Notice and Opportunity To Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have ten (10) days (five (5) days in the case of any default in the timely payment of sums due to Company or its Affiliates) after Company's written notice of default within which to remedy any default under this Agreement or any agreement related to a National Account in which Franchisee participates, and to provide evidence of such remedy to Company. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Company may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Company Costs. In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

14.6 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee's failure to meet the development schedule thereunder, any default by Franchisee under the terms and conditions of this Agreement, any Lease, or any other agreement between Company (or its Affiliate), and Franchisee (or any Affiliate of Franchisee), or any default by Franchisee (or any Affiliate of Franchisee) of its obligations to any Co-Op Advertising Region of which it is a member, shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Company may, at its option, terminate any or all said agreements.

14.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, in the event any Applicable Law shall limit Company's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such Applicable Law. Company shall not, however, be precluded from contesting the validity, enforceability or application of such Applicable Law in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14.8 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Company of its obligations hereunder, which default is not cured by Company within sixty (60) days after Company's receipt of prompt written notice by Franchisee to Company detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such sixty (60) day period, Company shall not be deemed in default for so long as it commences to cure such default within sixty (60) days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of ARTICLE 15 of this Agreement.

ARTICLE 15
RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Trade Secrets, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately cease using and if applicable, return any copies of the Manuals, all training materials, CD ROMs, DVDs, records, (in any form, including digital records)customer lists, files, advertising and promotional materials and all other written (including digital) materials incorporating Trade Secrets and all copies of the whole or any part thereof to Company. Franchisee shall at its own cost make cosmetic changes to the terminated Store and Mobile Unit(s) so that they no longer contain or resemble Company's proprietary designs, including: Franchisee shall remove all materials that would identify the Premises and Location as a Store operated under the Marks and System, and remove distinctive cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Premises and Location as Company may reasonably direct; Franchisee shall remove distinctive cosmetic features and finishes, wraps, decals, colors, and signage from each Mobile Unit; and shall, at Company's request, grant Company access to the Premises and Van(s) to make cosmetic changes to the terminated Store and Mobile Unit(s) so that they no longer resemble a Store or Mobile Unit.

15.1.2 If Company so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisee will sell to Company such equipment and furnishings, as Company may designate that are associated with the Store, at a price equal to its net book value, using a five (5)-year straight line amortization period, but in no event less than ten percent (10%) of Franchisee's actual, reasonable cost of such items. Company shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Store (which goodwill Franchisee acknowledges is owned exclusively by Company). Company may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Company or its Affiliates.

15.1.3 Company may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Company, its Affiliates, and/or designated or approved Suppliers.

15.1.4 Any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee of Company.

15.1.6 Franchisee shall transfer and assign to Company or its designee all telephone numbers, white and yellow page listings, on-line telephone listings and all other associated listings for the terminated Store and Mobile Unit(s), and Franchisee shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any classified or other telephone directory listings associated with the Store and Mobile Unit(s), and authorize and instruct their transfer to Company. Franchisee shall deliver all goods and materials containing the Marks to Company and Company shall have the sole and exclusive use of any items containing the Marks. Franchisee is not entitled to any compensation from Company if Company exercises this option.

15.1.7 If Company shall have authorized Franchisee to use the Marks, or any of them in connection with the Internet, any website, or e-mail address, Franchisee shall cancel or assign to Company or its designee, as Company determines, all of Franchisee's right, title and interest in any Internet websites or web pages, e-mail addresses, domain name listings and registrations which contain the Marks, or any of them, in whole or in part, and Franchisee shall notify the applicable domain name registrar and all listing agencies, upon the termination or expiration hereof, of the termination of Franchisee's right to use any domain name, web page and other Internet device associated with Company, the Store or Mobile Unit(s), and authorize and instruct their cancellation or transfer to Company, as directed by Company. Franchisee is not entitled to any compensation from Company if Company exercises its said rights or options. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior written consent of Company as provided in this Agreement.

15.1.8 If Company so elects, at its sole and absolute option, upon any termination or expiration of this Agreement, Franchisee will (a) in the case of Mobile Unit(s) which are leased, assign to Company or its nominee, who shall assume, the remaining term (and option terms) of the lease for each Mobile Unit selected by Company, provided that Company or its nominee shall only be obligated to assume the obligations accruing under the lease on and after the date of assumption and Franchisee shall remain liable and responsible for all vehicle lease payment and other obligations accruing up to the date of assignment (and Franchisee shall pay to Company an amount equal to all lease-related charges relating to periods on or before the assignment, including those for excess mileage, vehicle damage, excess wear and tear, overdue maintenance, lease assignment or early termination fees, and similar costs and similar charges as determined by the

leasing/finance company, or another third party vehicle appraiser designated by Company, based on the condition of the vehicle(s) as of the date of the lease assignment); and (b) in the case of Mobile Unit(s) owned by Franchisee, Franchisee shall sell to Company each of Franchisee's Mobile Units, and related equipment and furnishings, as Company may select, at a price equal to its net book value, using a 5-year straight line amortization period, but in no event less than 10% of Franchisee's actual, reasonable cost of such items. Company shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Mobile Unit(s) (which goodwill Franchisee acknowledges is owned exclusively by Company). Company may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Company.

15.2 Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover the benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Company's Marks and the use thereof shall be and remain the property of Company.

15.4 Government Filings. In the event Franchisee has registered any of Company's Marks or the name "UBREAKIFIX BY ASURION" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Company's Marks and any confusingly similar marks or names therefrom.

ARTICLE 16
INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles required by Applicable Law and as specified in the Manuals, with respect to the business of operating the Store and Mobile Unit(s), which shall in each instance designate "Asurion and its subsidiaries and affiliates" as additional named insureds, with an insurance company approved by Company, which approval shall not be unreasonably withheld. At a minimum, Franchisee shall maintain the following coverages: Commercial General Liability insurance with limits of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, including but not limited to premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions, and with respect to each Mobile Unit, Business Auto Liability, including coverage for "any auto," with limits of not less than one hundred thousand dollars ($100,000) per person, three-hundred thousand dollars ($300,000) per accident for bodily injury and fifty thousand dollars ($50,000) for property damage, with an insurance company approved by Company, which approval shall not be unreasonably withheld. In the event of any conflict between the terms pertaining to insurance in this Agreement, any Addendums or Amendments hereto, or the Standards, then the most stringent obligations shall control.

16.2 Use of Proceeds. In the event of damage to the Store or Mobile Unit(s), as applicable, covered by insurance, the proceeds of any such insurance shall be used to restore the Store or Mobile Unit(s), as applicable, to its original condition as soon as possible, unless such restoration is prohibited by the Location Lease, a lease for the Mobile Unit(s), as applicable, or Company has otherwise provided prior written consent.

Upon the obtaining of such insurance, Franchisee shall promptly provide to Company proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to opening the Store or beginning operation of a Mobile Unit, as applicable (and from time to time, within ten (10) days after a request therefor from Company, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Company, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring thirty (30) days prior written notice to Company of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Company may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Company's costs in taking such action.

ARTICLE 17
RELATIONSHIP OF PARTIES; INDEMNITY

17.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of Company and franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Company. All staff members hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees or agents of Company or subject to Company control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Company and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship.

17.2 Indemnity.

17.2.1 Franchisee shall protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property arising out of or in connection with Franchisee's development, construction (including any latent or patent defects), maintenance or operation (including sales practices) of the Premises, Store and Mobile Unit(s) or in connection with a sale, transfer or assignment of the Store, Mobile Unit(s) and this Agreement. The terms of this Section 17.2.1 shall survive the termination, expiration or cancellation of this Agreement. It is the intention of the parties to this Agreement that Company shall not be deemed a joint employer with Franchisee for any reason; however, if Company incurs any cost, liability, loss or damage as a result of any actions or omissions Franchisee, its employees or agents, including any that relate to any party making a finding of any joint employer status, Franchisee shall fully indemnify Company for any such cost, liability, loss or damage.

17.2.2 Company shall give Franchisee written notice of any claim for which Company demands indemnity (provided that such obligation shall not constitute a condition to Franchisee's indemnification obligation unless and then only to the extent Franchisee has been materially harmed by any delay in giving notice). Company shall retain the full right and power to direct, manage, control and settle the

litigation of any claim. Company shall submit all indemnifiable claims to its insurers in a timely manner. Any payments made to an indemnified party shall be net of benefits received by any indemnified party on account of insurance in respect of such claims.

ARTICLE 18
PURCHASE OPTION

18.1 Option to Purchase Store and Mobile Unit(s).

18.1.1 Company or its designated Affiliate shall have the right and option exercisable at any time following the Trigger Date upon written notice to Franchisee (the "**Option Notice**") to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities (the "**Purchase Option**"). If Company receives a written request for its consent to an Assignment, then Company must exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee's request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company's refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the Assignment has not been concluded; or (d) if there has been any change in the terms of the proposed offer which results in the reinstatement of the ROFR.

18.1.2 At Company's request, the terms and conditions of the Purchase Option may be recorded in the real property records under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company's rights under this ARTICLE 18 shall be in addition to, and not in lieu of, Company's ROFR and such rights may be exercised separately, concurrently or in the alternative.

18.2 Purchase Price; Sales and Transfer Taxes.

18.2.1 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price for the Assets (the "**Purchase Price**"): (i) the Fair Market Value of the Assets; or (ii) either of (1) two (2) times Unit Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee's receipt of the Option Notice if the Store and Mobile Unit(s) have been open and operating for at least twelve (12) months; or (2) if the Store and Mobile Unit(s) have been open and operating for less than 12 months, an amount equal to Franchisee's necessary and reasonably documented out-of-pocket costs paid to third parties to construct, equip, and furnish the Store and the Mobile Unit(s), excluding the Wages of Franchisee's employees, plus the Initial Franchise Fee paid to Company (or its Affiliate).

18.2.2 Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine the Purchase Price will be determined by Company.

(a) Unit Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions of this Agreement and the Standards. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Unit Level EBITDA during the applicable twelve (12) month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) "Fair Market Value" shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be determined to be: (a) if one appraiser is appointed, the value established by that appraiser; or (b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred and twenty five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average of (1) the value determined by the third (3rd) appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed, and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Store and Mobile Unit(s), and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the Marks other than the right to utilize the System and Marks in the operation of the Store and Mobile Unit(s) in accordance with, and for no more than the remaining Term or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any Affiliate) operates or has the right to operate more than one Store or Mobile Unit. An appraiser may use a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank, and shall have experience in valuing franchised or licensed stores, or mobile service and repair businesses. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by Company if the parties have been able to mutually agree to the selection of a single appraiser. If,

however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by Franchisee.

(c) Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets that are not necessary or appropriate (in function or quality) to the Store's operation and Mobile Units' operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Unit Level EBITDA and/or Fair Market Value.

(e) If the Assets include a fee simple interest in real property, then all revenue derived from such real property shall be excluded from Unit Level EBITDA and the real property shall not be part of the Assets for purposes of this Section.

18.2.3 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole and absolute discretion to cure Franchisee's defaults with third parties.

18.2.4 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

18.3 Terms of Purchase and Sale.

18.3.1 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets and execute a purchase agreement customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of this Agreement (including Sections 12.1 and 12.2) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

18.3.2 Pending the closing of any Purchase Option transaction: (i) Franchisee shall operate the Store and Mobile Unit(s), in accordance with this Agreement; and (ii) Company will have the right to (a) appoint a manager to maintain and/or supervise such Store and Mobile Unit(s), and (b) communicate with Franchisee's employees regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with the Store and Mobile Unit(s) prior to the closing of Purchase Option transaction.

18.3.3 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred and eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the Term, the parties shall be deemed to have mutually agreed to terminate this Agreement.

18.4 Revocation of Option Notice. Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

ARTICLE 19
MEDIATION REFERENCE AND ARBITRATION

19.1 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 19.3 (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice. Such mediation shall be conducted in Orlando, Florida and shall be conducted and completed within forty-five (45) days following the date either party first gives notice of mediation. If the parties fail to complete the dispute in mediation within such forty-five (45) day period, either party may initiate arbitration. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida and other Applicable Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

19.2 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 20.7 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Company and/or to protect the Marks of Company; or any claim or dispute involving or contesting the validity of any of the Marks. However, the parties shall contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

19.3 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("**AAA**"). Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 20.7 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et

seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

19.3.1 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 20.13 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

19.3.2 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

19.3.3 Survival. The provisions of this Section 19.3 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by facsimile or other electronic system expressly approved in the Manuals as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company:

UBIF Franchising Co
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835

With copy (which shall not constitute notice) to:

Warren Lewis
Akerman LLP
750 9th Street, NW, Suite 750
Washington, DC 20001

If to Franchisee: The Franchisee Notice Address and, if applicable, the following address:

_____

_____

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties.

20.2 Company's Right To Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Company may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Company thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Company hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Company.

20.3 Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Store or Mobile Units) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Store or Mobile Unit(s)) or the Manuals or the Standards, shall constitute a waiver of the provisions of this Agreement or the Manuals or the Standards with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's sole and absolute discretion, at any time and for any reason, effective upon ten (10) days prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

20.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

20.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

20.6 Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

20.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles, except that state law relating to (1) the offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

20.8 Entire Agreement. This Agreement and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement or in the Franchise Disclosure Document. No officer or employee or agent of Company has any authority to make any representation or promise not contained in this Agreement or in any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

20.9 Titles For Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

20.10 Gender And Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole and absolute discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

20.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Manuals and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement, the Standards or the Manuals thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement, the Standards or the Manuals shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite,

invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

20.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

20.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

20.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

_____ _____

FRANCHISEE INITIALS COMPANY INITIALS

ARTICLE 21
FINANCIAL COVENANT

21.1 Debt to Capital Employed. Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 22
SUBMISSION OF AGREEMENT

22.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

ARTICLE 23
ACKNOWLEDGMENT

23.1 General. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Except as set forth in the Franchise Disclosure Document, if any such representation was made, Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"Company"

UBIF FRANCHISING CO

_____ _____

Date of Execution

Name: _____

Its: _____

"Franchisee"

_____ _____,

Date of Execution

{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

Name: _____

Its: _____, and individually

Notice to Ohio Franchisee Only

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation (Exhibit L) for an explanation of this right.

Appendix A

Definitions

"**AAA**" shall have the meaning set forth in Section 19.3 of this Agreement.

"**Accounting Period**" means a calendar month, unless and until a different period is specified by Company.

"**Additional Training**" shall have the meaning set forth in Section 6.3.3 of this Agreement.

"**Advertising Fee(s)**" shall have the meaning set forth in Section 4.4 of this Agreement.

"**Advertising Fund**" shall have the meaning set forth in Section 4.4 of this Agreement.

"**Affiliate**" when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to Company or that Affiliate, and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Company, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Agreement**" means this Franchise Agreement.

"**Ancillary Products and Services**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including without limitation all labor, immigration, food and drug laws and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

"**Approved Products and Services**" means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including without, limitation, any applicable National Account Participation Agreements, for offer and sale by the Store or Mobile Unit, marketed, offered,

sold, and rendered at the Store or Mobile Unit to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, tablets, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering Company's Device Recommerce Program when established by Company; and (g) other sales, support and service that Company authorizes through remote, telephone, in-home or on-site sales and services.

"**Area Development Agreement**" means an agreement between Franchisee and Company under which Franchisee or its Affiliate has agreed to open multiple Stores and pursuant to which Franchisee has executed this Agreement.

"**Assets**" means all of the assets owned by Franchisee or in which Franchisee otherwise has any rights, used in connection with the Licensed Store and the Licensed Mobile Unit(s), if any: (a) all accounts, licenses, permits, and contract rights, including this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee, all guaranties and security therefor and all of Company's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all vehicles, furniture, fixtures, equipment, leasehold improvements, tools and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, Customer Lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee of any kind used in connection with the Licensed Store; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of the Licensed Store or Licensed Mobile Unit(s), if any, including the Lease; provided, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise, (ii) or any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one –tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "UBREAKIFIX BY ASURION" Store or Mobile Unit operated pursuant to a validly subsisting franchise agreement with Company, that: (i) specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment; or (ii) offers mobile or other electronic device trade-in services, recommerce programs or similar "cash for device" programs. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Continuing Royalty**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Co-op Advertising Regions**" shall have the meaning set forth in Section 8.4 of this Agreement.

"**Crisis Management Event**" means any event that occurs at or about the Licensed Store, Licensed Mobile Unit(s), Office or Premises that has or may cause harm or injury to customers or staff members, such as contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Stores or Company or its Affiliates.

"**Customer List**" shall have the meaning set forth in Section 10.5 of this Agreement.

"**Day**" means a calendar day unless expressly indicated to be a "business day," and "business day" refers to any day other than Saturday, Sunday or a U.S. federal holiday, on which non-essential federal government offices are closed.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Deposit**" shall have the meaning set forth in Section 6.3.2 of this Agreement.

"**Designated Products and Services**" shall have the meaning set forth in Section 9.1 of this Agreement.

"**Device Recommerce Program**" means Company's program, if and when established by Company and modified by Company from time to time, for accepting used mobile and other electronic devices in exchange for payment and for purposes of resale.

Dispatch System" means a system whereby service requests submitted by customers via Internet, email, telephone or other electronic means, are received and assigned to Franchisee, other franchisees or Company-operated Mobile Units operating or available near the customers' addresses, subject to the application of factors and criteria that Company deems appropriate from time to time. The Dispatch System may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company's Affiliate or Company's designee.

"**EFT**" shall have the meaning set forth in Section 4.6.1 of this Agreement.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

"**Experienced Manager**" means an individual or an Entity that is wholly-owned and controlled by an individual that has at least two (2) years of prior experience as a manager or assistant manager at a "UBREAKIFIX BY ASURION" Store, or has operated a Mobile Unit owned by Company or Company's Affiliate or a franchisee.

"**Expiration Date**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**First Successor Franchise Agreement**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**First Successor Term**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; *provided, however*, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Franchise Disclosure Document**" means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

"**Franchisee**" shall have the meaning set forth in the preamble of this Agreement.

"**Franchisee Notice Address**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Gift Card Program**" shall have the meaning set forth in Section 7.3.7 of this Agreement.

"**Gift Cards**" shall have the meaning set forth in Section 7.3.7 of this Agreement.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all revenues received or receivable by Franchisee as payment, whether in cash or for credit, or other means of exchange (and, if for credit, whether or not payment is received therefor), on account of any and all goods, merchandise, services or products sold in or from the Licensed Store or Mobile Unit(s), or which are promoted or sold under any of the Marks, during each Accounting Period of the Term, whether or not Company offers such services or products in its other locations, including; (a) revenues from sales of any nature or kind whatsoever, derived by Franchisee or by any other person or Entity (including Franchisee's Affiliate(s)) from the Licensed Store; (b) sales of all products and services, even if they are not Approved Products and Services; and (c) the imputed amount of Gross Sales used in calculating Franchisee's losses under any business interruption insurance, before the insurer's deduction for expenses not incurred during the loss period, but after the satisfaction of any applicable deductible. Notwithstanding the foregoing, "Gross Sales" shall exclude the following: (i) sums representing sales taxes collected directly from customers by Franchisee in the operation of the Licensed Store, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against Franchisee by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the

Licensed Store, provided that such taxes are actually transmitted to the appropriate Governmental Authority; (ii) revenues received on account of sales of pre-paid gift cards and certificates; *provided, however*, that revenues received on redemption of such pre-paid gift cards and certificates shall be included as part of "Gross Sales;" (iii) revenues received on account of sales of devices to Company or Company's Affiliates pursuant to the Device Recommerce Program; and (iv) revenues received by engaging in the sale of service contract programs and other monthly subscription services for National Accounts programs. For purposes of clarity, with respect to goods, merchandise, services or products sold pursuant to coupons or other discounts (which must be approved in advance by Company), Gross Sales shall not include the amount discounted from the purchase price of such goods, merchandise, services or products.

"**Heirs**" shall have the meaning set forth in Section 14.3.2 of this Agreement.

"**Information**" shall have the meaning set forth in Section 10.1 of this Agreement.

"**Information Systems**" means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, point of sale ("**P.O.S.**") and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, systems, security systems, digital media systems, video and still digital cameras, power systems, and required service and support systems and programs.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Training Fee**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Term**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Training Program**" shall have the meaning set forth in Section 6.1.1 of this Agreement.

"**Internet**" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP {Transmission Control Protocol/Internet Protocol}, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

"**Internet Referral Sources**" means operators of Internet websites (or similar referral sources) that offer to refer customers to Company and its franchises for a fee.

"**Lease**" shall mean any agreement, however denominated, that allows Franchisee to occupy a Location owned by a third party, including any lease, sublease, concession agreement, license, and similar arrangement between Franchisee and a third party.

"**Local Advertising Expenditure**" shall have the meaning set forth in Section 8.2. of this Agreement.

"**Location**" shall be the address(es) set forth on Attachment 1.

"**Manuals**" means Company's library of operations and training manuals, including start-up manuals and franchise unit operation manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

"**Marks**" shall mean the "**UBREAKIFIX BY ASURION**" name and service mark, and such other trademarks, service marks, logo types and commercial symbols as Company may from time to time authorize or direct Franchisee to use in connection with the operation of the Licensed Store.

"**Mobile Unit**" or "**UBREAKIFIX BY ASURION Mobile Unit**" means a "**UBREAKIFIX BY ASURION**" mobile unit being developed or operated, as the case may be, under the Marks and in acccordance with the System and Standards, and specializing in the sale of the Approved Products and Services.

"**Mobile Unit Level EBITDA**" means earnings of the Licensed Mobile Unit(s): (i) after reduction for: (a) amounts charged for full "Continuing Royalty" and "Advertising Fee" during such period, (b) amounts spent directly on Licensed Mobile Unit(s) marketing and advertising, and (c) amounts spent on all Licensed Mobile Unit(s) labor and management expenses, including reasonable salary, benefits and bonus of the Manager of the Licensed Mobile Unit(s), but not Franchisee's Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

"**National Account(s)**" means any (i) potential or existing businesses (or such businesses' customers) that have multiple offices, facilities, retail premises, or operations located (or which Company expects to be located) within and outside of the Territory; or (ii) department store, electronics or computer retailer, "membership based retailer," or other business(es) whose clientele include potential customers for Approved Products and Services.

"**National Account Participation Agreement**" means an agreement between Franchisee and Company where Franchisee is permitted to provide Approved Products and Services on behalf of a National Account pursuant to terms and conditions established and agreed by Company and a National Account in a separate agreement.

"**Non-Recommerce Revenue**" shall have the meaning set forth in Section 4.2.1 of this Agreement.

"**Notice of Election**" shall have the meaning set forth in Section 3.3.1 of this Agreement.

"**On-Site Training**" shall have the meaning set forth in Section 6.2 of this Agreement.

"**Operating Principal**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Option Notice**" shall have the meaning set forth in Section 18.1.1 of this Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term "Owner" shall not include or refer to Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Company, or said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership, or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Permits**" means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Premises**" means the premises owned, leased or subleased by Franchisee at which the Licensed Store is located including any ancillary common area, parking lot, campus, buildings and other structures associated with the Premises.

"**Provisional Territory**" shall have the meaning set forth in Section5.1.2.

"**Purchase Option**" shall have the meaning set forth in Section 18.1.1 of this Agreement.

"**Purchase Price**" shall have the meaning set forth in Section 18.2.1 of this Agreement.

"**Recommerce Revenue**" shall have the meaning set forth in Section 4.2.2 of this Agreement.

"**Referral Commission**" shall have the meaning set forth in Section 8.7.6 of this Agreement.

"**Referring Businesses**" shall have the meaning set forth in Section 8.7.6 of this Agreement.

"**Referred Customers**" shall have the meaning set forth in Section 8.7.6 of this Agreement.

"**Restricted Persons**" means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Store Manager(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**Residential and Small Business Customer**" means a residential customer or a business customer with three hundred (300) or fewer employees.

"**ROFR**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**Second Successor Franchise Agreement**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Second Successor Term**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 5.1.3 of this Agreement.

"**Store**" or "**UBREAKIFIX BY ASURION' Store**" means a "**UBREAKIFIX BY ASURION**" store being developed or operated, as the case may be, under the Marks and in accordance with the System and Standards, and specializing in the sale of Approved Products and Services.

"**Store Level EBITDA**" means earnings of the Licensed Store : (i) after reduction for:: (a) amounts charged for full "Continuing Royalty" and "Advertising Fee" during such period, (b) amounts spent directly on Store marketing and advertising, and (c) amounts spent on all Licensed Store labor and management expenses, including reasonable salary, benefits and bonus of the Store Manager of the Licensed Store but not Company's Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

"**Store Manager**" means an individual, acceptable to, and certified by Company, and responsible for overseeing the operation of the Licensed Store or a Licensed Mobile Unit.

"**Successor Franchise Agreements**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Successor Franchise Right**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Successor Terms**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Supplier**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**System**" means Company's operating methods and business practices related to its Stores and Mobile Units, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Store and Mobile Unit designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for repair and other services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; dispatch , inventory and replacement part supply and management systems, methods and requirements; Device Recommerce Program requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

"**Standards**" means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures Company requires for implementing the System and operation of a "UBREAKIFIX BY ASURION" Store and Mobile Unit, as supplemented and modified by Company from time to time in writing.

"**Technology and Customer Support Fee**" shall have the meaning set forth in Section 4.3 of this Agreement.

"**Term**" shall have the meaning set forth in Section 3.1 of this Agreement including any extensions thereof.

"**Territory**" shall have the meaning set forth in Section 2.3.1 of this Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including the U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Total Ticket Price**" shall have the meaning set forth in Section 8.7.6 of this Agreement.

"**Trade Secrets**" means proprietary and confidential information, including, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Licensed Store or a Licensed Mobile Unit and producing and performing Approved Products and Services, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Company.

"**Travel Expenses**" means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Company's employees', agents' and/or representatives' expenses, a per diem charge determined by Company in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

"**Trigger Date**" means the earliest to occur of: (a) twenty-four (24) months following the opening date of the Licensed Store; (b) twenty-four (24) months following the opening date of the first Store opened under an Area Development Agreement, if applicable; or (c) if applicable, the day on which such Area Development Agreement is terminated, if terminated due to Franchisee's failure to meet its Development Obligation thereunder.

"**Website(s)**" means any website or websites established on the Internet for the promotion of UBREAKIFIX BY ASURION Stores or Mobile Units, either exclusively or conjunction with the promotion of other ASURION or UBREAKIFIX BY ASURION products and services. The Website(s) may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company's Affiliate(s) or Company's designees(s).

Attachment 1
Location and Territory

The street address of the Location is as follows:

_____
_____
_____

Provisional Territory

_____
_____
_____

Territory

The Territory shall be as follows (**CHECK ONE**):

{ } A radius of one (1) mile surrounding the Location of the Licensed Store.

{ } A radius of three (3) miles surrounding the Location of the Licensed Store.

{ } The area outline on the attached map and described as follows:

_____
_____
_____
_____
_____

* If the Territory or Provisional Territory is defined by streets, highways, freeways, or other roadways, or rivers, streams, or tributaries, then the boundary of the Territory shall extend to the center of each such street, highway, freeway, or other roadway, or river, stream or tributary.

Company:	Franchisee:
UBIF Franchising Co	_____
By: _____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

Attachment 2
Electronic Funds Transfer
Authorization To Honor Charges Drawn By and Payable To

UBIF FRANCHISING CO

Bank Name	Account No.	ABA#	FEIN
_____	_____	_____	_____

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as it if were a check drawn and signed by the Depositor. It is further agreed that is any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization.

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository:_____

Name of Depositor:_____

Designated Bank Account:_____

(Please attach one voided check for the above account)

Store Location:_____

Store #:_____

For information call:_____

Address:_____

Phone #:_____

Fax #:_____

Name of Franchisee/Depositor (please print)

By:_____
Signature and Title of Authorized Representative

Date:_____

Attachment 3

Entity Information

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):
{ } corporation
{ } limited liability company
{ } general partnership
{ } limited partnership
{ } Other (specify): _____

(2) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("Entity Documents").

(3) Franchisee promptly shall provide such additional information as Company may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(4) The name and address of each of Franchisee's Owners, members, or general and limited partner:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Store:

Name & Title	Address

(6) The address where Franchisee's Financial Records, and Entity records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

_____
_____

Attachment 4
Franchisor Addendum

This Addendum to Lease ("Addendum"), dated _____, 20_____, is entered into between _____ ("Landlord"), and _____ ("Tenant").

RECITALS

A. The parties have entered into a Lease Agreement, dated _____, 20_____, (the "Lease") pertaining to the premises located at _____ (the "Premises").

B. Landlord acknowledges that Tenant has agreed to operate a retail store at the Premises pursuant to Tenant's Franchise Agreement (the "Franchise Agreement") with UBIF Franchising Co ("Franchisor") under the name "UBREAKIFIX BY ASURION" or other name designated by Franchisor (the "Store").

C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide Franchisor the opportunity to preserve the Premises as a Franchisor branded retail outlet as provided herein.

AGREEMENT

Landlord and Tenant agree to amend the Lease as follows:

1. Exclusivity. So long as Franchisee is not in default under the terms of the Lease past any applicable notice and cure period, Franchisee shall have the exclusive right to be the only facility operating as a retail business specializing in repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment within the Shopping Center;

2. Remodeling and I. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Store on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval.

3. Assignment by Tenant.

(a) Tenant does not have the right to sublease or assign the Lease to any third party without Franchisor's (and, to the extent required under the Lease and subject to the provisions of this Addendum, Landlord's) written approval.

(b) So long as Tenant is in not in default under the Lease beyond any applicable notice and cure periods (as they may be extended with respect to Franchisor pursuant to Section 3(a) below), Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor, its affiliates or its parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent and without transfer or assignment cost or expense to Tenant or Franchisor or its designated affiliate (the "Franchisor Entity"). No assignment will be effective, however, until the Franchisor Entity gives Landlord written notice of its acceptance of the assignment. The Franchisor Entity will be responsible only for the Lease obligations and liabilities incurred after the effective date of the assignment and only until such time as the Lease is further assigned pursuant to Section 2(c).

(c) If the Franchisor Entity elects to assume the Lease, under this Section 2 or unilaterally assumes the lease as provided for in Section 3(a) or 4, Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) the Franchisor Entity will have the right to assign or sublease the Premises to another franchisee with Landlord's prior reasonable approval (not to be unreasonably withheld, conditioned or delayed), provided the franchisee meets Franchisor's then current standards and requirements for franchisees and agrees to operate the Store as an UBREAKIFIX BY ASURION Store pursuant to a Franchise Agreement with Franchisor. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, the applicable Franchisor Entity shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgment of such release by Landlord.

4. Default and Notice.

(a) Landlord shall send Franchisor copies of all notices of default it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults Tenant failed to cure. Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. Franchisor shall have 15 days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or a Franchisor Entity to assume the Lease. Franchisor or the Franchisor Entity shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.

(b) All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to the following address:

UBIF Franchising Co
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835
Attention: Legal

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

5. Termination, Non-Renewal, Expiration.

(a) If the Franchise Agreement is terminated for any reason during the term of the Lease or any extension thereof, Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease.

(b) If the Lease contains term renewals or extension(s) and if Tenant allows the term to expire without exercising said right(s), Landlord shall give Franchisor written notice thereof, and Franchisor (directly or through any affiliate) shall have the option, for thirty (30) days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If a Franchisor Entity elects to exercise such

rights(s), it shall so notify Landlord in writing, whereupon Landlord and Franchisor Entity shall execute and deliver an agreement whereby the Franchisor Entity assumes the Lease effective at the commencement of the extension or renewal term.

6. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist the Franchisor Entity in gaining possession of the Premises and if a Franchisor Entity does not elect to enter into a new lease for the Premises with Landlord on terms reasonably acceptable to the Franchisor Entity, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs, awnings, and all other items identifying the Premises as an UBREAKIFIX BY ASURION Store and to make such other modifications (such as repainting) as are reasonably necessary to protect the UBREAKIFIX BY ASURION ™ marks and system. In the event Franchisor (directly or through any affiliate) exercises its option to purchase assets of Tenant, Landlord must permit Franchisor or its affiliate to remove all such assets being purchased.

7. Additional Provisions.

(a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.

(b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent company.

(c) The Franchisor Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld or delayed.

8. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by Landlord, Tenant and Franchisor.

9. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.

10. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum with independent enforcement rights.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

TENANT:	**LANDLORD:**
_____	_____
By:_____	By:_____
Its:_____	Its:_____

Exhibit A-1

Mobile Unit Lease Addendum to Franchise Agreement

MOBILE UNIT LEASE ADDENDUM TO FRANCHISE AGREEMENT(S)

This MOBILE UNIT LEASE ADDENDUM TO FRANCHISE AGREEMENT(S) (this "**Addendum**") is made this _____ day of _____, 20_____ (the "**Addendum Effective Date**") by and between **UBIF Franchising Co**, a Florida corporation ("**Company**"), and _____, a(n) _____ ("**Franchisee**") supplements and amends, as applicable, the Franchise Agreement (as defined below). Company and Franchisee may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Company and Franchisee are parties to the following franchise agreements (together with all addendum and amendments thereto the "**Franchise Agreements**" or "**Franchise Agreement(s)**"):

_____

_____

_____

_____

B. Franchisee is obtaining, or expects to obtain, one or more vehicle leases (collectively the "**Lease**") from Bancorp, its successors and assigns (collectively, "**Lessor**") in connection with the development and operation of Mobile Units.

C. The Lease will be (i) guaranteed by Franchisee's Owners, and (ii) subject to the terms of the Participation Agreement and other lease documents and instruments (collectively the "**Lease Documents**").

D. As a condition entering into the Lease, (i) Lessor has required Company to guarantee the repayment and performance of the Lease, and (ii) Company requires Franchisee to agree to the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Addendum, the Parties agree as follows:

Agreement

1. Acknowledgements and Agreements Regarding Lease and Application of this Addendum.

Franchisee acknowledges and agrees as follows: (1) Company and its designees shall have the right to unrestricted communications with Lessor regarding Franchisee, the Lease and the exercise and enforcement of rights under the Lease Documents, the Franchise Agreement(s), any Area Development Agreement, and each other agreement between Franchisee and Company; and (2) the vehicles leased pursuant to the Lease shall only be used for the business conducted pursuant to the Franchise Agreement(s).

This Addendum shall be attached to each such franchise agreement listed above (together with this Addendum each addendum and amendment to such franchise agreement, a "**Franchise Agreement**"). The Addendum shall amend each Franchise Agreement. Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the applicable Franchise Agreement to which it is attached or otherwise amends.

2. Cross Defaults.

Franchisee agrees that any default by Franchisee under the terms and conditions of the Franchise Agreement, any Area Development Agreement, any Lease, the Lease Documents, or any other agreement between Company (or its Affiliates) and Franchisee (or any Affiliate of Franchisee), or any default by Franchisee

(or any Affiliate of Franchisee) of its obligations to any Co-Op Advertising Region of which it is a member, shall be deemed to be a default of each and every said agreement.

Upon default of the Lease Documents, and thus a cross-default of the Franchise Agreement, Company may, at its option, require Franchisee to sell to Company or its designate, such equipment and furnishings as Company may designate in accordance with Section 15.1.2 of the Franchise Agreement. Company may offset against any obligations it may have any amounts owed by Franchisee to Company or its Affiliate.

3. Transfers.

Notwithstanding anything to the contrary contained in the Franchise Agreement or any Area Development Agreement, Company may condition any proposed Assignment of such agreement(s) upon the full repayment of the Lease and satisfaction of all of Franchises obligations under the Lease Documents, in addition to any other conditions permitted pursuant to the Franchise Agreement and any Area Development Agreement.

4. Effect of Addendum.

Except as expressly amended by this Addendum, the Franchise Agreement and each of the other Franchise Agreements shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Franchise Agreement, this Addendum shall control. In accordance with the Franchise Agreement, Franchisee shall protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged breach or default of the Lease. No other agreements concerning the subject matter of this Addendum, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. Franchisee has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Addendum or in any Franchise Disclosure Document delivered by Company in connection with this Addendum, if applicable. To the extent applicable, this Addendum shall amend the terms of the Area Development Agreement. Nothing in this Addendum or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Addendum, if applicable. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above.

"**Company**"

UBIF FRANCHISING CO

_____

Name:_____

Its:_____

"Franchisee"

_____

a(n) _____

_____

Name:_____

Its:_____

The undersigned guarantors of Franchisee's payment and performance of the Franchise Agreement, including this Addendum and any other addendum to the Franchise Agreement, hereby consent to Franchisee entering into this Addendum and each other addendum and that the payment and performance of the obligations of this Addendum and such other addendum shall be deemed one of the Obligations guaranteed pursuant to the Continuing Guaranty.

"**Guarantors**"

_____

_____

Exhibit A-2

Satellite Unit Addendum to Franchise Agreement

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR

A SATELLITE UNIT

THIS ADDENDUM (this "**Addendum**") is made and shall be effective as of the _____ day of _____, 20_____ by and between UBIF Franchising Co, a Florida corporation ("**Company**"), and _____, a_____ (the "**Franchisee**"), with reference to the following facts:

A. Company and Franchisee are a party to that certain Franchise Agreement dated as of _____, 20_____ , as may be amended from time to time (the "**Agreement**") for the operation of a Store located at _____.

B. Franchisee desires to operate an additional business unit which may also include one or more Mobile Unit(s) (collectively, the "**Satellite Unit**") as further described herein; and Company is willing to grant Franchisee the rights to operate such Satellite Unit pursuant to the terms of the Agreement and this Addendum.

C. Company and Franchisee desire to amend and otherwise reaffirm the terms of the Agreement as set forth in this Addendum, including the designation of a Satellite Unit described in this Addendum to be operated under the Agreement.

NOW, THEREFORE, Company and Franchisee agree as follows:

1. Grant. Pursuant to Section 2.1 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Addendum, Company licenses and grants the right to the Franchisee, and the Franchisee hereby accepts the license and grant and agrees to operate the Satellite Unit in the following location:

   _____

   _____

   _____

   _____

2. Term. The initial term of this Addendum shall commence on the date first written above and shall expire on _____, unless earlier terminated or extended pursuant hereto. If the Agreement is still in effect at the end of the initial term, and the Franchisee has performed all obligations due under the Agreement as amended by this Addendum, this Addendum shall automatically renew for additional one-year periods unless Company or Franchisee has given the other party 30 days' prior written notice of its desire not to renew this Addendum.

3. Termination. The Company may terminate this Addendum with or without Cause upon 90 days' prior written notice to Franchisee. For the avoidance of doubt, the Company may pursue all available options set forth in Article 15 of the Franchise Agreement upon termination or expiration of this Addendum.

4. Royalties and Fees. Pursuant to Article 4 of the Agreement, all royalties and fees applicable to Franchisee's Gross Sales in its Store and Mobile Unit(s) shall equally apply to Franchisee's Gross Sales attributable to

the Satellite Unit, including, but not limited to, the Continuing Royalty, the Technology and Customer Support Fee, the Advertising Fee, and the Dispatch Fee.

5. Commencement. Franchisee will make commercially reasonable best efforts to ensure that the Satellite Unit will be fully equipped, staffed and otherwise operational in accordance with the Company's Standards by _____, 20__.

6. Exclusivity. Notwithstanding Franchisee's rights under Section 2.3.1 of the Franchise Agreement, Franchisee acknowledges and agrees that all rights to operate the Satellite Unit pursuant to this Addendum are non-exclusive and that Company may own, operate and license others to own and operate other Store(s), Mobile Units and/or other methods of distribution of Approved Products and Services whether or not under the "UBREAKIFIX BY ASURION" name and Marks. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license others to open or operate, any Store under the "UBREAKIFIX BY ASURION" name and Marks, at any physical site within the Territory, does not apply to or bar the operation of Mobile Unit(s) by Franchisee, Company, Company's Affiliate or by any other franchisee. For clarity, the Territory, set forth in Section 2.3.1 in the Franchise Agreement refers only to traditional Stores with fixed physical sites within the described geographical area and does not apply to a Satellite Unit.

7. Miscellaneous. Franchisee hereby agrees that the Satellite Unit described above shall be governed by the terms of the Agreement, as amended by this Addendum. This Addendum shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Addendum, shall have the meaning ascribed to them in the Agreement. Franchisee acknowledges and agrees to all of its obligations under the Agreement as if entered into, undertaken and otherwise made again this day and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Addendum and shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Company and Franchisee, intending to be legally bound, have duly executed and delivered this Addendum as of the day and year first above written.

UBIF FRANCHISING CO

By: _____

Title: _____

Date: _____

FRANCHISEE

_____

By: _____

Title: _____

Date: _____

Exhibit A-3

2023 Growth Incentive Addendum to Franchise Agreement

2023 GROWTH INCENTIVE ADDENDUM TO FRANCHISE AGREEMENT

This 2023 Growth Incentive ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") is made this _____, by and between **UBIF Franchising Co,** a Florida corporation ("**Company**"), and [Franchisee Name] ("**Franchisee**"), with reference to the following facts. Company and Franchisee may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Concurrently with the execution of this Addendum, Company and Franchisee have entered into that certain Franchise Agreement of even date herewith (the "**Franchise Agreement**") regarding Franchisee's ownership and operation of the Store located at [Store Address/Provisional Territory] (the "**Franchised Store**"). Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the Franchise Agreement.

B. Franchisee or Franchisee's Affiliate currently has an Area Development Agreement ("**ADA**") in place with Company, and Company has agreed to incentivize Franchisee based on Franchisee's Development Obligations under the ADA as of _____ (the "**Start Date**"), as evidenced by the Development Schedule attached hereto as Exhibit A.

C. Franchisee has agreed to develop another Store (Store No. [#] referenced on Exhibit A) under the terms of the Franchise Agreement and accordingly, the Parties have agreed to amend the Franchise Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Amendment, the Parties agree as follows:

Agreement

2023 Growth Incentive Program

You will be eligible for a partial refund of your Initial Franchise Fee if your Store is open and operational before December 31, 2023. The amount of your refund shall depend on how timely your Store opens and is set forth as follows:

- If your Store opens more than 31 days prior to the commitment date set forth on Exhibit A hereto, you will receive a refund in the amount of $12,500.

- If your Store opens within 30 days of, or on, the commitment date set forth on Exhibit A hereto, you will receive a refund in the amount of $6,250.

- If your Store does not open by, or on, the commitment date set forth on Exhibit A hereto, but does open prior to, or on December 31, 2023, you will receive a refund in the amount of $4,000.

These refunds are not cumulative and only one may be applied. Refunds shall be paid via ACH deposit within thirty (30) days of the Store opening date.

Effect of Addendum. Except as expressly amended by this Addendum, the Franchise Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Franchise Agreement, this Addendum shall control. No other agreements concerning the subject matter of this Addendum, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above.

"**Company**"

UBIF FRANCHISING CO

_____

Name: Terry Madonia
Its: Vice President

"**Franchisee**"

INSERT NAME,
[ ] an individual;
[ ] a _____ general partnership;
[ ] a _____ limited partnership;
[ ] a _____ limited liability company;
[ ] a _____ corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit B

Area Development Agreement

UBIF FRANCHISING CO

AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

UBIF FRANCHISING CO

AND

_____

TABLE OF CONTENTS

ARTICLE 1 GRANT OF DEVELOPMENT RIGHTS 3
1.1 Certain Fundamental Definitions and Applicable Information 3
1.2 Grant of Development Rights. 3
1.3 Exclusivity. 4

ARTICLE 2 FRANCHISEE'S DEVELOPMENT OBLIGATION 5
2.1 Development Obligation. 5
2.2 Timing of Execution of Leases and Franchise Agreements 5
2.3 Force Majeure. 5
2.4 Franchisee May Not Exceed Development Obligation 6

ARTICLE 3 DEVELOPMENT AREA 6
3.1 Company's Right to Develop 6
3.2 Territory for Each Individual Store 6

ARTICLE 4 TERM OF AREA DEVELOPMENT AGREEMENT 7
4.1 Term 7
4.2 Limited Additional Development Right 7
4.3 Exercise of Right of Additional Development 7
4.4 Conditions to Exercise of Right of Additional Development 7
4.5 Effect of Expiration 8

ARTICLE 5 PAYMENTS BY FRANCHISEE 8
5.1 Initial Development Fee 8
5.2 Initial Franchise Fee 8
5.3 Royalty Fee 9
5.4 Technology and Customer Support Fee 9

ARTICLE 6 EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS 9
6.1 Site Review. 9
6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement 9
6.3 Condition Precedent to Company's Obligations 10

ARTICLE 7 ASSIGNMENT AND SUBFRANCHISING 11
7.1 Assignment by Company 11
7.2 No Subfranchising by Franchisee. 11
7.3 Assignment by Franchisee. 12

ARTICLE 8 NON-COMPETITION 13
8.1 In Term 13
8.2 Post-Term 14
8.3 Modification 14

ARTICLE 9 TERMINATION 14
9.1 Termination Pursuant to a Default of this Agreement. 14

ARTICLE 10 GENERAL CONDITIONS AND PROVISIONS 15
10.1 Relationship of Franchisee to Company 15

Table of Contents

Page

10.2 Indemnity by Franchisee 15
10.3 No Consequential Damages for Legal Incapacity 15
10.4 Waiver and Delay 16
10.5 Survival of Covenants 16
10.6 Successors and Assigns 16
10.7 Joint and Several Liability 16
10.8 Governing Law 16
10.9 Entire Agreement. 16
10.10 Titles for Convenience 16
10.11 Gender and Construction 17
10.12 Severability; Modification 17
10.13 Counterparts 17
10.14 Fees and Expenses 17
10.15 Waiver of Jury Trial; Venue. 18
10.16 Notices 18
10.17 Mediation 18
10.18 Injunctive Relief 19
10.19 Arbitration 19
10.20 Awards 19
10.21 Permissible Parties 19
10.22 Survival 19

ARTICLE 11 SUBMISSION OF AGREEMENT 20
11.1 General 20

ARTICLE 12 ADDITIONAL COVENANTS 20
12.1 Entity Franchisee Information 20
12.2 Operating Principal; Director of Operations. 20
12.3 Business Practices 21
12.4 Purchase Option. 22
12.5 Financial Covenant 25

ARTICLE 13 ACKNOWLEDGMENT 25
13.1 General. 25

Appendix A - DEFINITIONS

Attachment 1 – DEVELOPMENT AREA

Attachment 2 – DEVELOPMENT OBLIGATION

Attachment 3 – ENTITY INFORMATION

UBIF FRANCHISING CO

AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this ___ day of _____, 20____, (the "**Effective Date**") by and between **UBIF FRANCHISING CO**, a Florida corporation (the "**Company**") and _____, a(n) _____ ("**Franchisee**") with reference to the following facts:

A. Company has the right to license the "UBREAKIFIX BY ASURION" name and service mark, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of UBREAKIFIX BY ASURION Stores operated in accordance with Company's prescribed methods and business practices.

B. Company desires to expand and develop the Stores in the Development Area, and Franchisee wishes to develop Stores in the Development Area, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows: ***

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this Agreement, in addition to those terms defined in Appendix A and elsewhere in this Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires:

"Franchisee Notice Address" is: _____
_____
_____
Fax No._____

"**Initial Development Fee**" means $_____. (See Section 5.1)

1.2 Grant of Development Rights.

1.2.1 Upon the terms and subject to the conditions of this Agreement, Company hereby grants to Franchisee, and Franchisee hereby accepts, the right and obligation, during the Term (defined below), to develop Stores in the geographic area defined in Attachment 1, which is attached hereto and by this reference made a part hereof (the "**Development Area**").

1.2.2 No right or license is granted to Franchisee hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Company, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this Agreement shall permit Franchisee to own or operate a Store, except pursuant to duly executed and subsisting Franchise Agreement. Franchisee shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Company.

1.3 Exclusivity.

1.3.1 During the Term of this Agreement, Company and its Affiliates shall not operate or grant a license or franchise to any other person to operate a Store under the Company's Marks at any fixed physical site located within the Development Area. The foregoing shall not prohibit the operation of Mobile Units within the Development Area, by Company, Company's Affiliates, or by other franchisees, regardless of proximity to Stores developed by Franchisee pursuant to this Agreement.

1.3.2 Except to the limited extent expressly provided in Section 1.2.1 of this Agreement, the license granted to the Franchisee under this Agreement is nonexclusive and Company expressly reserves all other rights ("Reserved Rights") including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) To own or operate, and to license others (which may include its Affiliates) to own or operate Stores at any location outside the Development Area and regardless of proximity to the Stores developed pursuant hereto, (ii) to own or operate, and to license others (which may include Company's Affiliates) to own or operate other stores operating under names other than the Company's Marks at any location, and of any type whatsoever, within or outside the Development Area and regardless of their proximity to the Stores developed pursuant hereto; and (iii) to advertise and promote Approved Products and Services at any location and by any means, including the Internet;

(b) To provide repair work on products "mailed-in" by customers and/or provide customer support and assistance remotely, to customers wherever located, including to customers located within the Development Area, and to solicit such repair work, support and assistance by means of the Internet, the Website, direct mail advertising and other distribution methods, whether or not operating under the name "UBREAKIFIX BY ASURION";

(c) To accept mail-in electronic devices in exchange for payment or resale and/or provide electronic device recommerce-related support and assistance to customers wherever located, including to customers located within the Development Area and at any location (regardless of its proximity to the Stores developed pursuant hereto), and to solicit such electronic devices by means of the Internet, the Website(s), direct mail advertising and other distribution methods;

(d) To promote, market, offer, sell and re-sell merchandise and other products, via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within the Development Area and at any location (regardless of its proximity to the Stores opened pursuant hereto);

(e) To provide goods and services, to or for National Accounts at any location within and outside the Development Area and regardless of proximity to Stores developed pursuant to this Agreement; and

(f) To own, operate and license others to own and operate mobile units whether or not under the "UBREAKIFIX BY ASURION" name and Marks within or outside the Development Area. All rights to operate Mobile Units are non-exclusive. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Company's agreement not to open or operate, or license other to open or operate, any Store under the "**UBREAKIFIX BY ASURION**" name and Marks, at any physical site within the Development Area, does not bar the operation of mobile units by Franchisee, Company, Company's Affiliate or by any other franchisee; and

(g) To establish and operate, and to grant others the right to establish and operate, Stores that are located within non-traditional venues in or outside the Development Area, including, without limitation, convention centers, military bases, airports, hotels, sports facilities, theme parks, hospitals, college campuses, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations.

ARTICLE 2
FRANCHISEE'S DEVELOPMENT OBLIGATION

2.1 Development Obligation.

2.1.1 Within each Development Period specified in Attachment 2, Franchisee shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Stores required by the Development Obligation for that Development Period.

2.1.2 Notwithstanding Section 2.1.1, if Company determines, in its sole discretion, that Franchisee in good faith is using its best efforts to comply with the Development Obligation, then upon Franchisee's written request, and execution of Company's withdrawal authorization form, Company may permit Franchisee to extend, for a period of time determined by Company not to exceed twelve (12) months, the date by which one franchised Store is required to be opened under the Development Obligation. Franchisee shall execute the Franchise Agreement and pay the entire amount of the Initial Franchise Fee due under the Franchise Agreement. Only then will Franchisee be eligible for the extension program, which consists of monthly withdrawals by Company from Franchisee's bank account per the following schedule: one thousand dollars ($1,000) for each of the first six (6) months of extension, and fifteen hundred dollars ($1,500) per month for months seven through twelve (7-12). Franchisee must execute Company's standard withdrawal authorization form. Extension option fee amounts shall be drafted from the account specified in such withdrawal authorization form until the Store opens. Any such extension granted by Company shall apply to one (1) franchise Store only and shall not apply to any other franchise Store required by the Development Obligation. The extension option fee paid for any month shall not be refunded under any circumstances and shall not be credited against any franchise fee payable to Company. Notwithstanding the foregoing, if Company grants Franchisee an extension for a franchise Store and subsequently determines in its sole reasonable discretion that Franchisee is not using its best efforts to open and operate such Store within a reasonable period of time following the date of the grant of extension, Company may terminate the extension grant for such franchise.

2.1.3 Stores developed hereunder which are open and operating and which have been assigned to Affiliates of Franchisee in accordance with Section 7.2.2 with Company's consent, shall count in determining whether Franchisee has satisfied the Development Obligation for so long as the applicable Affiliate continues to operate the Store and to satisfy the conditions set forth in Section 7.2.2.

2.1.4 For avoidance of doubt, Mobile Units developed by Franchisee shall not count as a Store in determining whether Franchisee has satisfied the Development Obligation.

2.2 Timing of Execution of Leases and Franchise Agreements. Notwithstanding anything to the contrary contained herein, on or before the date which is one hundred twenty (120) days before the end of each Development Period, Franchisee shall have executed (in accordance with this Agreement) a lease (or purchase agreement) and Franchise Agreement and paid the required Initial Franchise Fee, for each Store which is required to be constructed, equipped, opened and thereafter operated by the end of such Development Period.

2.3 Force Majeure.

2.3.1 Subject to Franchisee's continuing compliance with Section 2.3.2, should Franchisee be unable to meet the Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Company to deliver a Franchise Disclosure Document pursuant to Section 6.2 of this Agreement, which results in the inability of Franchisee to construct or operate the Stores in all or substantially all of the Development Area pursuant to the terms of this Agreement, the particular Development Period during which the event of Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure or Company's legal disability to deliver a Franchise Disclosure Document, any delay in Company's issuance of acceptance of any site under Article 6, including, as a result of Franchisee's failure to satisfy the conditions set forth in Section 6.3 of this Agreement, shall not extend any Development Period.

2.3.2 In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Company in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Company with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Company immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Company. If Franchisee shall fail to notify Company of any alleged Force Majeure within said five (5) days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

2.4 Franchisee May Not Exceed Development Obligation. Unless Company shall otherwise consent in writing, Franchisee may not construct, equip, open and operate more than the total number of Stores comprising the Development Obligation.

ARTICLE 3
DEVELOPMENT AREA

3.1 Company's Right to Develop. Notwithstanding Section 2.1, above, if during the Term of this Agreement, Franchisee is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.3), to satisfy the Development Obligation (subject to any extension pursuant to Section 2.1.2), this Agreement shall automatically terminate upon notice by Company to Franchisee. Upon such termination, Company may, but has no obligation to, open and operate, or license others to (or grant others development rights to) open and operate, Stores at any site(s) within the Development Area, excluding sites in any Territory granted to Franchisee pursuant to the individual Franchise Agreement for each then existing Store located in the Development Area while such Franchise Agreement remains in effect.

3.2 Territory for Each Individual Store. Each Franchise Agreement executed pursuant hereto shall provide a Territory within which Company and its Affiliates may not open or operate, or franchise or license the operation of, any Store (subject to certain conditions, reserved rights and other limitations provided for in the Franchise Agreements). The geographic area comprising the Territory shall be prescribed by Company in the **Site Acceptance Letter** it issues for the Store (the "**Territory**"). In prescribing the Territory, Company may select a geographic area within a one (1) mile straight line radius from the front door of the applicable store if the store is in an urban area or a three (3) mile straight line radius from the front door of the store if the store is in a suburban area or a different geographical area containing a combined day-time store and residential population of about one hundred thousand (100,000) people, but may assign a larger or smaller area after taking into consideration other factors, such as density and other demographic characteristics of the

population surrounding the applicable store location, size and capacity, the proximity to other Stores, the proximity to destination sites, whether that store is in an area that may be subject to significant day-part population changes, and other factors. Company will use demographic data from sources that it deems reasonably reliable. Franchisee's rights in the Territory are subject to Company's Reserved Rights.

ARTICLE 4
TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date of execution of the Franchise Agreement granting Franchisee the right to open the last Store necessary for Franchisee to fully satisfy the Development Obligation (the "**Term**").

4.2 Limited Additional Development Right. If Franchisee shall determine that it desires to engage in further development of the Development Area in excess of the Development Obligation, Franchisee shall at the earlier of (i) one hundred eighty (180) days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last Store required to meet the Development Obligation is issued, notify Company in writing ("**Additional Development Notice**") of Franchisee's desire to develop additional Stores in the Development Area and a plan for such development over a new mutually agreed upon term, setting forth the number of proposed Stores and the deadlines for the development of each of them within such proposed term. This right of additional development by Franchisee shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development.

4.3.1 If Company determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Company and Franchisee shall (subject to Section 4.4) negotiate during the following sixty (60) days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Company, or if Company and Franchisee reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said sixty (60) day period, then Company shall deliver to Franchisee a copy of Company's then-current Franchise Disclosure Document, if required by Applicable Law, and two copies of the then-current area development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligation. Within thirty (30) days after Company's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Franchisee shall execute two copies of the area development agreement and return them to Company together with the applicable development fee, if any, for the Stores required by the Additional Development Obligation. If Franchisee has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Company will execute the copies and return one fully executed copy to Franchisee.

4.4 Conditions to Exercise of Right of Additional Development. Franchisee's right to additional development described in Section 4.2 shall be subject to Franchisee's fulfillment of the following conditions precedent:

4.4.1 Franchisee (and each of its Affiliates which have developed or operate Stores in the Development Area) shall have fully performed all of its obligations under this Agreement and all other agreements between Company and Franchisee (or the applicable Affiliate).

4.4.2 Franchisee shall have demonstrated to Company Franchisee's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Franchisee is financially capable, Company will apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Franchisee shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Stores then required by the Development Obligation.

4.4.4 Company and Franchisee shall have executed a new area development agreement pursuant to Section 4.3.

4.4.5 Franchisee and all Affiliates of Franchisee who then have a currently effective franchise agreement or area development with Company shall have executed and delivered to Company a general release, or a form prescribed by Company, of any and all known and unknown claims against Company or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the Term, or the sooner termination of this Agreement, (a) Franchisee shall have no further right to construct, equip, own, open or operate additional Stores which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Franchisee (or an Affiliate of Franchisee) and Company which is then in full force and effect, and (b) Company or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Stores at any location(s) (within or outside of the Development Area), without any restriction, subject only to any territorial rights granted for any then-existing Store pursuant to a validly subsisting Franchise Agreement executed for such Store

ARTICLE 5
PAYMENTS BY FRANCHISEE

5.1 Initial Development Fee. Concurrently with the execution of this Agreement, Franchisee shall pay to Company in cash or by certified check, (a) the non-refundable Initial Development Fee, representing twelve thousand five hundred dollars ($12,500) (or one-half of the Initial Franchise Fee) for each of the Stores (excluding the first Store) required to be opened during the Term pursuant to the Development Obligation, plus (b) the sum of forty thousand dollars ($40,000) representing the Initial Franchise Fee and twelve thousand five hundred dollars ($12,500) representing the Initial Training Fee, payable pursuant to the first Franchise Agreement required to be executed pursuant hereto.

5.2 Initial Franchise Fee. Notwithstanding the terms of the Franchise Agreement executed for each Store developed pursuant hereto, Franchisee shall pay to Company, in cash or by certified check, a non-refundable initial franchise fee ("**Initial Franchise Fee**") equal to forty thousand dollars ($40,000) for the first Store to be opened pursuant hereto, or twenty-five thousand dollars ($25,000) for the second and each subsequent Store to be opened pursuant hereto. Notwithstanding the foregoing, if Franchisee's Operating Principal is an Experienced Manager the Initial Franchisee Fee payable to Company for each Store opened pursuant hereto, including the first Store, shall equal twenty-five thousand dollars ($25,000). In either case, the Initial Franchise Fee shall be payable upon execution by Franchisee of each Franchise Agreement entered into

pursuant to this Agreement, provided, however, that Company shall credit such Initial Development Fee against the Initial Franchise Fees payable under the second and each subsequent Franchise Agreement (at the rate of twelve thousand five hundred dollars ($12,500) per Franchise Agreement).

5.3 Royalty Fee. The Franchise Agreement executed for each Store developed pursuant hereto, shall provide that the Continuing Royalty (as defined therein) shall be equal to: (i) seven percent (7%) of Non-Recommerce Revenue (as defined therein); and (ii) four percent (4%) of Recommerce Revenue (as defined therein).

5.4 Technology and Customer Support Fee. The Franchise Agreement executed for each Store developed pursuant hereto, shall provide that the Technology and Customer Support Fee (as defined therein) shall be equal to one percent (1%) of Gross Sales (as defined therein).

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review.

6.1.1 When Franchisee has located a proposed site for construction of a Store, Franchisee shall submit to Company such demographic and other information regarding the proposed site and neighboring areas as Company shall require, in the form prescribed by Company ("**Site Review Request**"). Company may seek such additional information as it deems necessary within fifteen (15) days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company shall not deliver written notice to Franchisee that Company accepts the proposed site, within thirty (30) days of receipt of Franchisee's Site Review Request, or within fifteen (15) days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If Company accepts the proposed site it shall notify Franchisee of its acceptance of the site and designate the Territory for that Store.

6.1.2 Although Company may voluntarily (without obligation) assist Franchisee in locating an acceptable site for a Store, neither Company's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Franchisee or by Company, shall be construed to ensure or guarantee the profitable or successful operation of the Store at that site by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Franchisee acknowledges its sole responsibility for finding each site for the Stores it develops pursuant to this Agreement.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement.

6.2.1 Promptly following Franchisee's receipt of acceptance, Franchisee shall proceed to negotiate a lease or purchase agreement for the Store site and shall submit to Company a copy of the proposed lease or purchase agreement, as applicable. Following Company's receipt of the proposed lease or purchase agreement, as applicable, which meets Company's requirements, Company shall notify Franchisee of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Company's review and acceptance of the lease is solely for Company's benefit and is solely an indication that the lease meets Company's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this Agreement). Company's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Franchisee, and Company hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Company's acceptance of each proposed site, Company shall deliver to Franchisee a copy of Company's Then-current Franchise Disclosure Document as may be required by Applicable Law and two copies of the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Franchisee shall return to Company a signed copy of the Acknowledgment of Receipt of the Franchise Disclosure Document. Franchisee acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Company is not legally able to deliver a Franchise Disclosure Document to Franchisee by reason of any lapse or expiration of its franchise registration, or because Company is in the process of amending any such registration, or for any reason beyond Company's reasonable control, Company may delay acceptance of the site for Franchisee's proposed Store, or delivery of a Franchise Agreement, until such time as Company is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within thirty (30) days after Franchisee's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Franchisee shall execute two copies of the Franchise Agreement described in the Franchise Disclosure Document and return them to Company together with the applicable Initial Franchise Fee. If Franchisee has so executed and returned the copies and Initial Franchise Fee and has satisfied the conditions set forth in Section 6.3, Company shall execute the copies and return one fully executed copy of such Franchise Agreement to Franchisee.

6.2.5 Franchisee shall not execute any lease or purchase agreement for any Store, until Company has accepted the proposed site and Company has delivered to Franchisee a fully executed Franchise Agreement counter-signed by Company pursuant to Sections 6.2.4. After Company's acceptance of the site and lease (or purchase agreement, if applicable), and its delivery to Franchisee of the fully executed Franchise Agreement, Franchisee shall then procure the site pursuant to the purchase agreement or lease which has been reviewed and accepted by Company, and shall forward to Company, within ten (10) days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Franchisee's right to occupy the site. Franchisee shall then commence construction and operation of the Store pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Company's Obligations. It shall be a condition precedent to Company's obligations pursuant to Sections 6.1 and 6.2, and to Franchisee's right to develop each and every Store, that Franchisee shall have satisfied all of the following conditions precedent prior to Company's acceptance of the proposed Store and the site and lease or purchase agreement therefor, and Company's execution of the Franchise Agreement therefor:

6.3.1 Franchisee (and each of its Affiliates which have developed or operate Stores in the Development Area) shall have fully performed all of its obligations under this Agreement and all Franchise Agreements and other written agreements between Company and Franchisee (or any such Affiliate of Franchisee), and must not at any time following Franchisee's submission of its Site Review Request, and until Company grants its acceptance of the proposed site, be in default of any of its contractual or other legal obligations to Company or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Franchisee shall have demonstrated to Company, in Company's discretion, Franchisee's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Franchisee's compliance with Section 12.5 of this Agreement and Franchisee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed Store. In determining if Franchisee is financially or otherwise capable, Company shall apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

6.3.3 Franchisee shall continue to operate, in the Development Area, not less than the cumulative number of Stores required by the Development Obligation set forth in Attachment 2 to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Franchisee, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Company, must sign a general release of any claims they may have against Company and its Affiliates, on a form prescribed by Company.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

7.2 No Subfranchising by Franchisee.

7.2.1 Franchisee shall not offer, sell, or negotiate the sale of UBREAKIFIX BY ASURION franchises to any third party, either in Franchisee's own name or in the name and/or on behalf of Company, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so. Franchisee shall not execute any Franchise Agreement with Company, or construct or equip any Store with a view to offering or assigning such Franchise Agreement or Store to any third party.

7.2.2 Notwithstanding Section 7.2.1, Franchisee may, with Company's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Franchisee (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Company's request, Franchisee has delivered to Company a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Company has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Stores;

(c) Franchisee, directly owns and controls not less than one hundred percent (100%) of the Equity and voting rights of the Subsidiary, or the Equity of Subsidiary are owned by the same Owners of Franchisee with the same ownership percentages;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its store or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Store;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as franchisee pursuant to written agreement, the form and substance of which shall be acceptable to Company;

(h) each person or Entity comprising Franchisee, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any franchisee under any and all Franchise Agreements executed pursuant to this Agreement shall execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Company and to Company's Affiliates under this Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the franchisee under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Company's request, Franchisee shall, and shall cause each of its Affiliates to execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Company for all direct and indirect costs and expense it may incur in connection with the transfer and assignment, including attorney's fees.

7.2.3 In the event that Franchisee exercises its rights under Section 7.2.2 then, Franchisee and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the term of such Franchise Agreement.

7.3 Assignment by Franchisee.

7.3.1 This Agreement is personal to Franchisee and has been entered into by Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee. Accordingly, neither Franchisee nor any Owner shall cause or permit any Assignment unless Franchisee shall have obtained Company's prior written consent, which consent may be withheld for any reason whatsoever in Company's judgment. Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured

party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

7.3.2 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Company a non-refundable fee of five thousand dollars ($5,000), which shall be in addition to any transfer fee under any Franchise Agreement or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.3 Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request. If Company accepts such offer, the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within sixty (60) days following the written notice provided by Franchisee (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 In Term. During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Company shall consent thereto in writing.

8.2 Post-Term. To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of twenty four (24) months thereafter, engage in any Competitive Activities within the Development Area, without Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees of Company.

8.3 Modification.

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Franchisee's right to compete only to the extent necessary to protect Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Company reserves the right to reduce the scope of either, or both, of said provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

8.3.2 In view of the importance of the "UBREAKIFIX BY ASURION" trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this Agreement.

9.1.1 Subject to Applicable Law to the contrary, this Agreement may be terminated by Company in the event of any Default by Franchisee of this Agreement, unless such Default is cured by Franchisee within five (5) days following written notice of the Default (in the case of a failure to pay money), or ten (10) days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Franchisee (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, and provided, further, however, that any Default described in Sections 9.1.2(a), (b) or (e) below shall be deemed incurable.

9.1.2 The term "default", as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.2 or 7.3 of this Agreement, or without the written consents required pursuant to this Agreement; provided, however, (i) upon prompt written request to Company following the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Company's consent to the Assignment his or her rights and interests in this Agreement to the Heirs or to another person acceptable to Company, in its sole discretion; or (ii) upon prompt written request to Company following the death or legal incapacity of an Owner of a Franchisee which is an Entity, directly or indirectly, owning more than twenty percent (20%) or more of the Equity or voting power of Franchisee, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or

her Heir(s) to seek and obtain Company's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Company. If, within allowed period, said Heir(s) fail to receive Company's consent as aforesaid or to effect such consented to Assignment, then this Agreement shall immediately terminate at Company's election.

(b) Subject to Section 2.3 of this Agreement, failure of Franchisee to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Franchisee (or any Affiliate of Franchisee) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this Agreement or any Franchise Agreement signed by Franchisee.

(d) Franchisee's opening of any Store in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this Agreement.

(e) Failure of Franchisee to fully comply with the requirements of Section 8.1 of this Agreement.

(f) Any Default of any other agreement between Franchisee (or any Affiliate of Franchisee) and Company (or any Affiliate of Company), including any Franchise Agreement executed pursuant hereto.

(g) Failure of Franchisee to fully comply with the requirements of Section 12.5 of this Agreement.

ARTICLE 10
GENERAL CONDITIONS AND PROVISIONS

10.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of franchisor and area developer franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Company. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.2 Indemnity by Franchisee. Franchisee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Franchisee's construction, development or operation of Stores pursuant hereto, except to the extent caused by intentional acts of Company in breach of this Agreement. The terms of this Section 10.2 shall survive the termination, expiration or cancellation of this Agreement.

10.3 No Consequential Damages for Legal Incapacity. Company shall not be liable to Franchisee for any consequential damages, including lost profits, interest expense, increased construction or occupancy

costs, or other costs and expenses incurred by Franchisee by reason of any delay in the delivery of Company's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Company.

10.4 Waiver and Delay. No waiver by Company of any Default or Defaults, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores), or to insist upon strict compliance with or performance of Franchisee's (or its Affiliates) obligations under this Agreement or any Franchise Agreement or other agreement between Company and Franchisee (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Stores), shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

10.5 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.7 Joint and Several Liability. If Franchisee consists of more than one Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Company are joint and several, and such person(s) or Entities shall be deemed to be general partnership

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to any conflict of laws), except that any state law relating to (1) the offer and sale of franchises, (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently with reference to this paragraph.

10.9 Entire Agreement.. This Agreement and the Attachments incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or employee or agent of Company has any authority to make any representation or promise not included in this Agreement or any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

10.10 Titles for Convenience. Article and paragraph titles used this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

10.11 Gender and Construction. The terms of all Attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Company's Standards or satisfaction, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.12 Severability; Modification. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.14 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

10.15 Waiver of Jury Trial; Venue.

10.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT; AND (2) THEY AGREE THAT, ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

_____ _____

FRANCHISEE INITIALS COMPANY INITIALS

10.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company: UBIF FRANCHISING CO
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835

With copy (which shall not constitute notice) to:

Warren Lewis
Akerman LLP
750 9th Street, NW, Suite 750
Washington, DC 20001

If to Franchisee: See Section 1.1

or to such other address as such party may designate by ten (10) days' advance written notice to the other party.

10.17 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 10.19 (other than suits or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice of mediation. Such mediation shall be conducted in Orlando, Florida and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to complete the mediation within such forty-five (45) day period, either party may initiate litigation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

10.18 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 10.8 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Company and/or to protect the marks of Company; or any claim or dispute involving or contesting the validity of any of the marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

10.19 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("**AAA**"). Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 10.8 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

10.20 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 10.14 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.21 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

10.22 Survival. The terms of Section 10 shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 11
SUBMISSION OF AGREEMENT

11.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee.

ARTICLE 12
ADDITIONAL COVENANTS

12.1 Entity Franchisee Information. Franchisee represents and warrants that the information set forth in Attachment 3 which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Attachment 3, and shall submit to Company a revised Attachment 3, which shall be certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Attachment 3. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee, including providing copies of all amendments to Franchisee's "**Entity Documents**" as defined in Attachment 3. Franchisee shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Company and Franchisee. The Entity Documents of Franchisee shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the Agreement and any Franchise Agreement executed pursuant thereto.

12.2 Operating Principal; Director of Operations.

12.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the Stores developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement and all Franchise Agreements executed pursuant hereto. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal, who shall have been accepted by Company.

12.2.2 Commencing on the date which Franchisee, directly or indirectly through one (1) or more Affiliate(s), opens its second Store within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Franchisee shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.2 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operation of all Stores owned or operated, directly or indirectly, by Franchisee within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of the all Stores owned or operated, directly or indirectly, by Franchisee in the Development Area and to no other business activities; (b) meet Company's educational, experience, financial and such other reasonable criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Company; and (c) be an individual acceptable to Company. The Director of Operations, may (but need not) be an Owner, and with the prior written consent of Company, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Stores owned or operated, directly or indirectly, by Franchisee in the Development Area are operated in compliance with this Agreement, all Franchise Agreements therefor and the Manuals. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of

such person), Franchisee shall promptly notify Company and designate a replacement within thirty (30) days after the Director of Operations ceases to serve, such replacement being subject to Company's approval.

12.2.3 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Director of Operations setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal and Director of Operations, shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

12.3 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.3.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Owners, as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenue or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.3.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.3.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.3.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation

pursuant to Section 12.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.3.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's marks, System, trade secrets, or any other proprietary aspects of Company's business.

12.4 Purchase Option. Company or its designated Affiliate shall have the right and option (the "**Purchase Option**") exercisable at any time following the Trigger Date, upon written notice to Franchisee (the "**Option Notice**") to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities. If Company receives a written request for its consent to an Assignment, then Company must exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee's request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company's refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the Assignment has not been concluded; or (d) if there has been any material change in the terms of the proposed offer which results in the reinstatement of the ROFR.

(a) At Company's request, the terms and conditions of the Purchase Option may be recorded in the real property records under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company's rights under this Section 12.4 shall be in addition to, and not in lieu of, Company's ROFR and such rights may be exercised separately, concurrently or in the alternative.

12.4.2 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price of the Assets (the "**Purchase Price**"): (i) the Fair Market Value of the Assets; or (ii) the sum of (1) two (2) times Unit Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee's receipt of the Option Notice, for all Stores and Mobile Units in the Development Area that have been open and operating for at least such twelve (12)-month period, plus (2) for all Stores and Mobile Units in the Development Area that have not been open and operating for that twelve (12)-month period, Franchisee's necessary and reasonable documented out-of-pocket costs paid to third parties to construct, equip, and furnish such Stores and Mobile Units, including any uncredited Initial Development Fee(s) paid to Company (or its Affiliates), and excluding the Wages of Franchisee's employees. Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine Purchase Price will be chosen by Company. For avoidance of doubt, the methodology for calculating the Purchase Price set forth in this Agreement, shall supersede the calculation methodology set forth in the individual Franchise Agreements executed pursuant to this Agreement, and

Franchisee shall not be entitled to any additional purchase price or other remuneration pursuant to said individual Franchise Agreements relating to Company's exercise of the Purchase Option.

(a) Unit Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions Franchisee's franchise agreements with Company and the Manuals. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Unit Level EBITDA during the applicable twelve (12)-month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) "**Fair Market Value**" shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be: (a) if one appraiser is appointed, the value established by that appraiser; or (b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred twenty-five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average of (1) the value determined by the 3rd appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Franchisee's or its Subsidiary's Stores in the Development Area, and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the "UBREAKIFIX BY ASURION" trademarks other than the right to utilize the System and the trademarks in the operation of Stores in accordance with, and for no more than the remaining term of, the applicable franchise agreements; or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any affiliated or related party) operates or has the right to operate more than one Store; or (c) any rights granted under this Agreement, including the right to open additional Stores pursuant to this Agreement, provided however, that the appraiser shall include in calculating "Fair Market Value" an amount equal to the Initial Development Fee paid pursuant to Section 5.1 of this Agreement, minus any amounts that shall have been credited against the Initial Franchise Fees pursuant to Section 5.2. An appraiser may consider

a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank and shall have experience in valuing franchised or licensed businesses and stores. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by Company if the parties have been able to mutually agree to the selection of a single appraiser. If, however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by the Franchisee.

(c) Although in exercising the Purchase Option Company must purchase all and not less than all Franchisee's Stores in the Development Area, Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets of one or more Stores that are not necessary or appropriate (in function or quality) to a Store's operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Unit Level EBITDA and/or Fair Market Value.

(e) If the Assets include a fee simple interest in real property, then all revenue derived from such real property shall be excluded from Unit Level EBITDA and the value of such real property shall be the Fair Market Value of the real property

12.4.3 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole discretion to cure Franchisee's defaults with third parties.

12.4.4 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

12.4.5 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of the Agreement (including Article 8) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

12.4.6 Pending the closing of any Purchase Option transaction: (i) Franchisee shall cause Subsidiaries to operate Stores in the Development Area in accordance with this Agreement and all applicable franchise agreements; and (ii) Company will have the right to (a) appoint a manager to maintain and/or

supervise the Stores, and (b) communicate with Franchisee's employees regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with its Stores prior to the closing of Purchase Option transaction.

12.4.7 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the term of this Agreement, the parties shall be deemed to have mutually agreed to terminate this Agreement and all Franchise Agreements executed pursuant to this Agreement.

12.4.8 Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

12.5 Financial Covenant Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 13
ACKNOWLEDGMENT

13.1 General.

13.1.1 Franchisee acknowledges that it has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply herewith and be bound hereby.

13.1.2 Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____ 20____.

UBIF FRANCHISING CO, a Florida corporation

By:_____

Name:_____

Title:_____

"Franchisee"

_____

a _____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

Notice to Ohio Franchisee Only

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation (Exhibit L) for an explanation of this right.

Appendix A

Definitions

"**AAA**" shall have the meaning set forth in Section 10.19 of this Agreement.

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this Agreement.

"**Affiliate**" when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Company or that Affiliate (the "**Company Affiliate**"), and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Company, or said Company Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including, without limitation, all labor, immigration, food and drug laws and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

"**Approved Products and Services**" means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including, without limitation, any applicable National Account Participation Agreements, for offer and sale by a Store or a Mobile Unit, marketed, offered, sold, and rendered at the Store or by a Mobile Unit for and at homes or to Residential and Small Business Customers, in strict accordance with the Standards, and which may include (a) repair services relating to computers, smart phones, hand held iOS devices, gaming consoles and other electronic equipment; installation and set-up of computers and electronic equipment; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, smart phones, hand held iOS devices, gaming consoles and other electronic equipment, (e) remote data backup and monitoring; (f) offering the Device

Recommerce Program; and (g) other sales, support and service that Company authorizes through remote, telephone, in-home or on-site sales and services.

"**Assets**" means all of the personal property and assets owned by Franchisee and each Subsidiary or in which Franchisee and each Subsidiary otherwise has any rights, and located at, or used in connection with Stores and Mobile Units developed or in development pursuant to this Agreement, including: (a) all accounts, licenses, permits, and contract rights, including this Agreement and the Franchise Agreements executed pursuant to this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee and each Subsidiary, all guaranties and security therefor and all of Franchisee's and each Subsidiary's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee and/or each Subsidiary of any kind used in connection with the said Stores and Mobile Units; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of a Store or Mobile Unit(s), if any, including any vehicle lease; provided, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise; or (ii) any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (v) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (vi) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "UBREAKIFIX BY ASURION" Store or Mobile Unit operated pursuant to a validly subsisting franchise agreement with Company, that: (i) specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment; or (ii) offers mobile or other electronic device trade-in services, recommerce programs or similar "cash for device" programs. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Section 1.2.1 and Attachment 1 of this Agreement.

"**Development Obligation**" shall mean the Franchisee's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Stores set forth in Attachment 2 hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Development Period**" means each of the time periods indicated on Attachment 2 during which Franchisee shall have the right and obligation to construct, equip, open and thereafter continue to operate Stores in accordance with the Development Obligation.

"**Device Recommerce Program**" means Company's program, if and when established by Company and as modified from time to time, for accepting used mobile and other electronic devices in exchange for payment and for purposes of resale.

"**Director of Operations**" shall have the meaning set forth in Section 12.2.2 of this Agreement.

"**Dispute**" shall have the meaning set forth in Section 10.15.1 of this Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other equity ownership interests of an Entity.

"**Franchise Agreement**" means the form of agreement prescribed by Company and used to grant to Franchisee the right to own and operate a single Store in the Development Area, including all addenda, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Franchise Disclosure Document**" means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Governmental Authority**" means and include all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 5.2 of this Agreement.

"**Manuals**" means Company's operations and training manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

"**Marks**" shall mean the "**UBREAKIFIX BY ASURION**" name and service mark, and such other trademarks, service marks, logo types and commercial symbols as Company may from time to time authorize or direct Franchisee to use in connection with the operation of the Licensed Store.

"**Mobile Unit**" means any vehicle or mobile business operated under the Marks and in accordance with the system and Standards featuring the sale or provision of Approved Products and Services.

"**National Account(s)**" means any (i) potential or existing businesses (or such businesses' customers) that has multiple offices, facilities, retail premises, or operations located (or which Company expects to be located) within and outside of the Development Area; or (ii) department store, electronics or computer retailer, "membership based retailer," or other business(es) whose clientele include potential customers for Approved Products and Services.

"**Operating Principal**" means _____, or such other individual hereafter designated by Franchisee, and accepted by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee's representative, and who shall have the authority to act on behalf of Franchisee during the Term.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term "Owner" shall not include or refer to the Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Company, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Purchase Option**" shall have the meaning set forth in Section 12.4.1 of this Agreement.

"**Purchase Price**" shall have the meaning set forth in Section 12.4.2 of this Agreement.

"**Reserved Rights**" shall have the meaning set forth in Section 1.3.2 of this Agreement.

"**Residential and Small Business Customer**" means a residential customer or a business customer with three hundred (300) or fewer employees.

"**Restricted Persons**" means the Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 7.3.2 of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 7.3.4 of this Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 6.1 of this Agreement.

"**Standards**" means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures Company requires for implementing the System and operation of a "UBREAKIFIX BY ASURION" Store and Mobile Unit, as supplemented and modified by Company from time to time in writing.

"**Store"** or "**UBREAKIFIX BY ASURION Store**" shall mean a "UBREAKIFIX BY ASURION" store at a fixed physical site engaged in the marketing, offering and sale of Approved Products and Services pursuant to and in accordance with a validly subsisting Franchise Agreement.

"**System**" means Company's operating methods and business practices related to its Stores and Mobile Units, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Store and Mobile Unit designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for repair and other services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; dispatch systems, inventory and replacement part supply and management systems, methods and requirements; Device Recommerce Program requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Territory**" means the geographic area designated by Company in the manner described in Section 3.2 and described in each Franchise Agreement entered into pursuant to this Agreement, within which Company agrees to not open or operate or license or franchise others to open or operate a Store (subject to the conditions, reserved rights and other limitations described in the Franchise Agreement).

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Company to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Company in its discretion which previously has been delivered to and executed by a licensee or franchisee of Company.

"**Trigger Date**" means the earliest to occur of: (a) twenty-four (24) months following the opening date of the first Store developed under this Agreement; or (b) the day on which this Agreement is terminated, if terminated due to Franchisee's failure to satisfy its Development Obligation hereunder.

"**Unit Level EBITDA**" means earnings of Franchisee's Stores that are a part of the Assets: (i) after reduction for: (a) amounts charged for full "Continuing Royalty" and "Advertising Fee" during such period, (b) amounts spent directly on Store marketing and advertising, and (c) amounts spent on all Wages to operate such Stores, including reasonable salary, benefits and bonus of the general manager of Franchisee's Store but not the Operating Principal, and not general overhead relating to the Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization. "System" means the Company's operating methods and business practices related to its Store,

and the relationship between Company and its franchisees, including defined product and services offerings, and preparation methods; distinctive interior and exterior Store designs, including architectural designs, layout plans; other items of trade dress; specifications for repair services relating to computers, smart phones, hand held iOS devices, gaming consoles and other electronic equipment, equipment, fixtures, and uniforms; signs; Trade Secrets and other confidential information; restrictions on ownership; inventory and replacement part techniques; standards and procedures for the Device Recommerce Program; standard operating and administrative procedures; management and technical training programs; and marketing and public relations programs; all as Company may modify the same from time to time.

"**Wages**" means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

Website(s)" means any website or websites established on the Internet for the promotion of UBREAKIFIX BY ASURION Stores or Mobile Units, either exclusively or conjunction with the promotion of other UBreakIFix, Ausrion, or UBREAKIFIX BY ASURION products and services. The Website(s) may be owned, established, maintained, modified, disabled or terminated from time to time by Company, Company's Affiliate(s) or Company's designees(s).

Attachment 1

DEVELOPMENT AREA

The Development Area* is defined as the territory within the boundaries described below:

_____
_____
_____
_____
_____
_____
_____
_____
_____

* If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary. If the Development Area is defined above by referring to one or more cities, counties, geographical areas or political subdivisions, any increase or decrease after the Effective Date in the boundaries or size thereof shall have no effect on the Development Area, which shall continue to be defined in this Attachment 1 as the size and boundaries existed on the Effective Date.

Attachment 2

DEVELOPMENT OBLIGATION

	DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. OF STORES TO BE IN OPERATION
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

Attachment 3

ENTITY INFORMATION

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(i) Franchisee is a (check as applicable):

{ } corporation

{ } limited liability company

{ } general partnership

{ } limited partnership

{ } Other (specify): _____

(ii) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(iii) Franchisee promptly shall provide such additional information as Company may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(iv) The name and address of each of Franchisee's owners, members, or general and limited partner:

NUMBER OF SHARES OR PERCENTAGE

NAME	ADDRESS	INTEREST

(v) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Store:

NAME	ADDRESS	TITLE

(vi) The address where Franchisee's Financial Records, and Entity Documents are maintained is: _____

_____

_____

(vii) The "Operating Principal" is:_____

Exhibit B-1

Addendum to Area Development Agreement for Existing Franchisees

ADDENDUM TO AREA DEVELOPMENT AGREEMENT

{FOR EXISTING FRANCHISEES}

This ADDENDUM TO AREA DEVELOPMENT AGREEMENT (this "**Addendum**") is made this _____ day of _____, 20_____, by and between **UBIF Franchising Co,** a Florida corporation ("**Company**"), and _____ a(n) _____ _____("**Franchisee**"), with reference to the following facts. Company and Franchisee may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Franchisee is an existing UBREAKIFIX BY ASURION franchisee operating an UBREAKIFIX BY ASURION Store located at _____, (the "**Existing Store**") pursuant to that certain UBREAKIFIX BY ASURION Franchise Agreement, dated _____, 20_____.

B. Concurrently with the execution of this Addendum, the Parties have entered into that certain UBREAKIFIX BY ASURION Area Development Agreement (the "**Development Agreement**") regarding Franchisee's development of additional franchised UBREAKIFIX BY ASURION Store in a designated geographic area encompassing the Existing Store. Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the Development Agreement.

C. The Parties desire to amend the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Addendum, the Parties agree as follows:

Agreement

1. **Existing Store**. Company acknowledges and agrees that the Existing Store shall count in determining whether Franchisee has satisfied the Development Obligation for so long as Franchisee continues to operate the Store pursuant to a validly existing Franchise Agreement by and between Company and Franchisee.

2. **Initial Development Fee**. Section 5.1 of the Development Agreement is hereby deleted and replaced with the following:

"5.1 Initial Development Fee. Concurrently with the execution of this Agreement, Franchisee shall pay to Company in cash or by certified check, the Initial Development Fee, representing twelve thousand five hundred dollars ($12,500) (or one-half of the Initial Franchise Fee) for each of the Stores (excluding the Existing Store) required to be opened during the Term pursuant to the Development Obligation."

3. **Initial Franchise Fees**. Section 5.2 of the Development Agreement is hereby deleted and replaced with the following:

"5.2 Initial Franchise Fee. Notwithstanding the terms of any Franchise Agreement executed for a Store developed pursuant to this Agreement, Franchisee shall pay to Company, in cash or by certified check, an Initial Franchise Fee equal to twenty five thousand dollars ($25,000) for each Store to be opened pursuant hereto (not including the Existing Store, for which Franchisee has already paid the Initial Franchise Fee), which Initial Franchise Fee shall be payable upon execution by Franchisee of each such Franchise Agreement, provided, however, that Company shall credit the Initial Development Fee paid by

Franchisee pursuant to Section 5.1 above, against the Initial Franchise Fee payable under each such Franchise Agreement at the rate of twelve thousand five hundred dollars ($12,500) per Franchise Agreement."

4. **Trigger Date**. For purposes of clarification, and notwithstanding anything to the contrary in the Development Agreement or any subsequently executed Franchise Agreement, the term "Trigger Date" shall mean "the earliest to occur of: (a) _____, 20__ (i.e., twenty four (24) months following the opening date of the Existing Store); or (b) the day on which this Agreement is terminated, if terminated due to Franchisee's failure to satisfy its Development Obligation hereunder." Further, the Existing Store will be deemed to have been opened "pursuant to" the Development Agreement.

5. **Effect of Addendum**. Except as expressly amended by this Addendum, the Development Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Development Agreement, this Addendum shall control. No other agreements concerning the subject matter of this Addendum, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above.

"**Company**"

UBIF FRANCHISING CO

_____

Name: _____
Its: _____

"Franchisee"

_____,
(Entity Name)

a_____(State of Incorp.)
_____(Type of Entity)

Name: _____
Its: _____, and individually

Name: _____

Its: _____, and individually
Name: _____

Its: _____, and individually

Name: _____
Its: _____, and individually

Exhibit C

General Release

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the ____ day of _____, 20_____ ("**Effective Date**") by and among UBIF FRANCHISING CO, a Florida corporation ("**Franchisor**"), _____ ("**Franchisee**"), _____ ("**Affiliate{s}**") and _____ ("**Owner**" and together with Franchisee and Affiliate**{s}**, jointly and severally, "**Releasor**").

RECITALS

{Alt. 1} A. Franchisor and Franchisee are parties to **{that}{those}** certain Franchise Agreement**{s}**, dated _____ (the "**Transaction Document{s}**");

{Alt. 2} A. Franchisor and Franchisee are parties to **{that}{those}** certain Area Development Agreement**{s}**, dated _____ (the "**Transaction Document{s}**");

{Alt. 3} A. Franchisor and Franchisee are parties to that certain Area Development Agreement**{s}**, dated _____, and those certain Franchise Agreement**{s}**, dated _____ (collectively, the "**Transaction Document{s}**");

B. Franchisee desires to **{assign the Transaction Document{s}} {enter into a Franchise agreement with Franchisor}**; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Transaction Documents.

1.2 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.3 **Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the

respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

1.4 "**Excluded Matters**" means **{(i)}** Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Transaction Document**{s}** on and after the date of this Release Agreement**{; and (ii) if this Release Agreement is entered into in connection with the grant of a franchise or license, this Release Agreement is not intended to release or waive the provisions of any applicable franchise registration or disclosure law in connection with the grant of that franchise or license.}**

1.5 "**Losses**" means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys' fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration

2. General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

3. Waiver of California Civil Code Section 1542.

3.1 Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

3.3 Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not

assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

7.1 This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2 This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

7.3 This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.4 This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5 All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6 Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8 This Release Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth above.

"**Franchisor**":

UBIF FRANCHISING CO

By:_____

Name:_____

Title:_____

"**Releasor**":

"Franchisee"

_____

By:_____

Name:_____

Title:_____

"**Affiliate**":

_____

By:_____

Name:_____

Title:_____

"**Owner**":

_____

_____, an individual

{Others:}

_____

_____, an individual

Exhibit D

Guaranty

CONTINUING GUARANTY

FOR VALUE RECEIVED, and in consideration of UBIF FRANCHISING CO, a Florida corporation ("**Franchisor**"), **{granting a franchise}{or}{_____}** to _____, a _____ ("**Franchisee**"), the undersigned, _____ and _____ (**{jointly and severally,}** "**Guarantor**"), agree as follows:

1. Guaranty of Obligations.

1.1 Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due, of all obligations of Franchisee to Franchisor and its affiliates, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or in the future existing or due or to become due, including, without limitation, under or in connection with that certain Franchise Agreement dated _____, 20___ (the "**FA**") and each of the documents, instruments and agreements executed and delivered in connection with the FA or this continuing guaranty, as each may be modified, amended, supplemented or replaced from time to time (all such obligations are referred to collectively as the "**Obligations**"), and all documents evidencing or securing any of the Obligations. This continuing guaranty (this "**Continuing Guaranty**") is a guaranty of payment and performance when due and not of collection.

1.2 In the event of any default by Franchisee in making payment of, or default by Franchisee in performance of, any of the Obligations, Guarantor agrees on demand by Franchisor to pay and perform all of the Obligations as are then or thereafter become due and owing or are to be performed under the terms of the Obligations. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and expenses) paid or incurred by Franchisor in endeavoring to collect the Obligations, or any part thereof, and in enforcing this Continuing Guaranty

2. Continuing Nature Of Guaranty And Obligations. This Continuing Guaranty shall be continuing and shall not be discharged, impaired or affected by: (1) the insolvency of Franchisee or the payment in full of all of the Obligations at any time or from time to time; (2) the power or authority or lack thereof of Franchisee to incur the Obligations; (3) the validity or invalidity of any of the Obligations; (4) the existence or non-existence of Franchisee as a legal entity; (5) any statute of limitations affecting the liability of Guarantor or the ability of Franchisor to enforce this Continuing Guaranty, the Obligations or any provision of the Obligations; or (6) any right of offset, counterclaim or defense of Guarantor, including, without limitation, those which have been waived by Guarantor pursuant to Paragraph 4 of this Continuing Guaranty.

3. Permitted Actions Of Franchisor. Franchisor may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions: (1) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations; (2) extend or renew for one or more periods (whether or not longer than the original period), alter, amend or exchange any of the Obligations; (3) waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by Franchisee under the Obligations; (4) release, waive or compromise any obligation of Guarantor under this Continuing Guaranty or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations; (5) demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not Franchisor shall have exercised any of its rights or remedies with respect to any property securing any of the Obligations or any obligation under this Continuing Guaranty; or (6) proceed against any other obligor primarily or secondarily liable for payment or performance of any of the Obligations.

4. Specific Waivers.

4.1 Without limiting the generality of any other provision of this Continuing Guaranty, Guarantor expressly waives: (i) notice of the acceptance by Franchisor of this Continuing Guaranty; (ii) notice of the

existence, creation, payment, nonpayment, performance or nonperformance of all or any of the Obligations; (iii) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor under this Continuing Guaranty; (iv) all diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation under this Continuing Guaranty or any security for or guaranty of any of the foregoing; (v) any right to direct or affect the manner or timing of Franchisor's enforcement of its rights or remedies; (vi) any and all defenses which would otherwise arise upon the occurrence of any event or contingency described in Paragraph 1 hereof or upon the taking of any action by Franchisor permitted under this Continuing Guaranty; (vii) any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter, including, without limitation, under any suretyship statute of the State of Florida; and (viii) all other principles or provisions of law, if any, that conflict with the terms of this Continuing Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

4.2 Guarantor waives all rights and defenses arising out of an election of remedies by Franchisor.

4.3 Guarantor further waives all rights to revoke this Continuing Guaranty at any time, and all rights to revoke any agreement executed by Guarantor at any time to secure the payment and performance of Guarantor's obligations under this Continuing Guaranty.

5. Subordination; Subrogation. Guarantor subordinates any and all indebtedness of Franchisee to Guarantor to the full and prompt payment and performance of all of the Obligations. Franchisor shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Franchisee to Guarantor. Guarantor will not exercise any rights which it may acquire by way of subrogation under this Continuing Guaranty, by any payment hereunder or otherwise, until all of the Obligations have been paid in full, in cash, and Franchisor shall have no further obligations to Franchisee under the Obligations or otherwise.

6. Non-Competition, Trade Secrets, etc.. Sections 12.1 (Non-Competition), 12.2 (Trade Secrets), and 12.5 (Effect of Applicable Law) of the FA, are incorporated into this Continuing Guaranty by reference, and Guarantor agrees to comply with and perform each of such covenants as though fully set forth in this Continuing Guaranty as a direct and primary obligation of Guarantor.

7. Assignment Of Franchisor's Rights. Franchisor may, from time to time, without notice to Guarantor, assign or transfer any or all of the Obligations or any interest therein and, notwithstanding any assignment(s) or transfer(s), the Obligations shall be and remain Obligations for the purpose of this Continuing Guaranty. Each and every immediate and successive assignee or transferee of any of the Obligations or of any interest therein shall, to the extent of such party's interest in the Obligations, be entitled to the benefits of this Continuing Guaranty to the same extent as if such assignee or transferee were Franchisor.

8. Indulgences Not Waivers. No delay in the exercise of any right or remedy shall operate as a waiver of the such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Continuing Guaranty be binding upon Franchisor, except as expressly set forth in a writing signed by Franchisor. No action of Franchisor permitted under this Continuing Guaranty shall in any way affect or impair the rights of Franchisor or the obligations of Guarantor under this Continuing Guaranty.

9. Financial Condition Of Franchisee. Guarantor represents and warrants that it is fully aware of the financial condition of Franchisee, and Guarantor delivers this Continuing Guaranty based solely upon its own independent investigation of Franchisee's financial condition. Guarantor waives any duty on the part of

Franchisor to disclose to Guarantor any facts it may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor. Guarantor knowingly accepts the full range of risk encompassed within a contract of "Continuing Guaranty" which includes, without limitation, the possibility that Franchisee will contract for additional obligations and indebtedness for which Guarantor may be liable hereunder.

10. Representation and Warranty. Guarantor represents and warrants to Franchisor that this Continuing Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

11. Binding Upon Successors; Death Of Guarantor; Joint And Several.

11.1 This Continuing Guaranty shall inure to the benefit of Franchisor and its successors and assigns.

11.2 All references herein to Franchisee shall be deemed to include its successors and permitted assigns, and all references herein to Guarantor shall be deemed to include Guarantor and Guarantor's successors and permitted assigns and, upon the death of a Guarantor, the duly appointed representative, executor or administrator of the Guarantor's estate. This Continuing Guaranty shall not terminate or be revoked upon the death of a Guarantor, notwithstanding any knowledge by Franchisor of a Guarantor's death.

11.3 If there shall be more than one Guarantor (or more than one person or entity comprises Guarantor) under this Continuing Guaranty, all of the Guarantor's obligations and the other obligations, representations, warranties, covenants and other agreements of any Guarantor under this Continuing Guaranty shall be joint and several obligations and liabilities of each Guarantor.

11.4 In addition and notwithstanding anything to the contrary contained in this Continuing Guaranty or in any other document, instrument or agreement between or among any of Franchisor, Franchisee, Guarantor or any third party, the obligations of Guarantor with respect to the Obligations shall be joint and several with each and every other person or entity that now or hereafter executes a guaranty of any of the Obligations separate from this Continuing Guaranty.

12. Governing Law. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. Wherever possible each provision of this Continuing Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Continuing Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Continuing Guaranty.

13. ADVICE OF COUNSEL. GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS EITHER OBTAINED THE ADVICE OF COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS CONTINUING GUARANTY.

14. Entire Agreement. This Continuing Guaranty contains the complete understanding of the parties hereto with respect to the subject matter herein. Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Franchisor not contained in this Continuing Guaranty and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guaranty. This Continuing Guaranty may only be modified by a writing executed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty this ____ day of _____, 20__.

"Guarantor"

_____

_____

Exhibit E

Confidentiality Agreement

UBIF FRANCHISING CO
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for "Restricted Persons")

In consideration of his or her position as _____ of _____ ("**Franchisee**"), and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned ("**Receiver**") hereby acknowledges and agrees that:

1. General. UBIF FRANCHISING CO ("**Franchisor**"), has developed a distinctive system relating to the operation of stores and mobile units that principally offer and sell repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related service and ancillary products, which are established and operated by others under Franchise Agreements with Franchisor.

2. Confidential Information.

(a) General Definition. Receiver will receive valuable proprietary and confidential information, disclosure of which would be detrimental to Franchisor and Franchisee, which may include, without limitation, recipes, preparation techniques, financial data, product plans, price lists, prices, names, business or marketing plans, manufacturing processes, technical data, computer programs, machinery and equipment, systems, products, projects, research and development data, customer identities and technical and business materials (collectively, the "**Confidential Information**"). Confidential Information may include information in written, oral or machine readable form, and shall be deemed confidential hereunder regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information. This list of Confidential Information is illustrative only, and does not include all matters considered confidential by Franchisor and Franchisee.

(b) Exclusions. Confidential Information does not include information that:

(i) is in, or becomes in, the public domain without violation of any agreement by the Receiver or any other person, or

(ii) was known to Receiver prior to disclosure thereof to Receiver as evidenced by written records; provided Receiver gives Franchisor written notice and evidence of such prior knowledge within thirty (30) days after receiving otherwise Confidential Information, or

(iii) is disclosed to the Receiver by a third party under no obligation of confidentiality to Franchisor or Franchisee and without violation of any agreement by Receiver or any other person, including the third party.

3. Term. This Agreement shall remain in full force and effect and shall survive the termination of Receiver's employment (or other position or capacity) with Franchisee.

4. Disclosure; Copies. Receiver shall not: (a) disclose such Confidential Information to any person, company or entity, other than as required by Receiver's duties in his or her position with Franchisee; or (b) copy, photograph or make other facsimiles or drawings of the Confidential Information.

5. Use. Receiver will not sell, utilize, implement, appropriate or otherwise use the Confidential Information for any purpose whatsoever, or permit the use of the Confidential Information by others for any purpose whatsoever, without the express written permission of Franchisor.

6. Forced Disclosure. Notwithstanding any other provisions in this Agreement, Receiver may disclose Confidential Information to the extent required by any applicable law, regulation, or court or governmental order; provided that Receiver gives Franchisor and Franchisee reasonable advance written notice of any request or demand for such disclosure and the opportunity to contest such law, regulation or order.

7. Return of Information. Receiver acknowledges and agrees that all Confidential Information furnished hereunder shall be and remain the property of Franchisor. Upon demand, any and all Confidential Information and copies thereof must be returned to Franchisor, or to Franchisee at Franchisor's direction.

8. Non-Competition. While in his or her position with Franchisee, and for a period of twenty four (24) months after Receiver ceases to be in that position, Receiver will not in any capacity, either directly or indirectly, through one or more affiliated entities:

(a) do anything which may injure Franchisee or Franchisor, such as: divert or attempt to divert actual or prospective customers to a competitor business selling competitive services or do or perform, any other act injurious or prejudicial to the goodwill associated with the Marks;

(b) own, operate, lend to, advise, be employed by, or have any financial interest in any business that specializes in repair services relating to computers, smart phones, tablets, gaming consoles or other electronic equipment, other than a store or mobile unit operated pursuant to a validly subsisting franchise agreement with Franchisor (i) within the Territory, or (ii) within an area within twenty (20) miles from any then-existing Store, without Franchisor's prior written consent. In applying for such consent, Receiver will have the burden of establishing that any such activity by them will not involve the use of the Confidential Information or constitute unfair competition with Franchisor or other franchisees or area developers of Franchisor. Notwithstanding the foregoing, this restriction does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such entity.

9. Enforcement. Receiver acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Franchisor and/or Franchisee irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Franchisor and/or Franchisee shall be entitled to injunction and/or specific performance in addition to all other remedies otherwise available at law or equity. If it becomes necessary to enforce the terms of this Agreement, Receiver shall be obligated to pay any and all costs reasonably incurred by Franchisor and/or Franchisee in pursuing such enforcement, including attorneys' fees and court costs.

10. Waiver. The failure of Franchisor or Franchisee in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

11. Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

12. Choice of Law. This Agreement shall be construed under the laws of the State in which Franchisee's store is located. The only way this Agreement can be changed is in a writing signed by both Franchisee and Receiver.

13. Successors. This Agreement shall be binding upon and inure to the benefit of Franchisor, Franchisee, Receiver, and their respective successors and assigns.

14. Entire Agreement. This Agreement constitutes the entire agreement by Receiver in regard to the confidentiality of matters disclosed pursuant to this Agreement, and supersedes any prior oral or written representations in regard to said matters.

"RECEIVER"

By:_____

Name:_____

Position:_____

Address:_____

_____

_____

_____

ACKNOWLEDGED BY FRANCHISEE:

By:_____

Name:_____

Title:_____

Exhibit F

System Information

SYSTEM INFORMATION AS OF DECEMBER 31, 2022

FRANCHISED LOCATIONS - USA AS OF DECEMBER 31, 2022

State	Store Name	Store Phone	Store Address	Owner/Contact Person
AL	Auburn	(334) 780-1700	1550 Opelika Road, Space 26, Auburn, AL 36830 USA	*and **Royal Medic LLC, Jihad Hassan
AL	East Montgomery	(334) 593-5789	6607 Atlanta Highway, Montgomery, AL 36117 USA	*Royal Medic LLC, Jihad Hassan
AL	Huntsville	(256) 885-3535	2317 Memorial Parkway, Suite 125, Huntsville, AL 35801 USA	*and **Royal Medic LLC, Jihad Hassan
AL	West Huntsville	(256) 325-0455	7616 US 72, Suite 102, Huntsville, AL 35758 USA	*Royal Medic LLC, Jihad Hassan
AR	Conway	(501) 358-5950	1040 S Amity Road, Suite F, Conway, AR72032 USA	*HFF Arkansas Holdings, Inc., JoyceHarb
AR	Little Rock	(501) 225-4349	11525 Cantrell Road, Suite 915, Little Rock, AR 72212 USA	*and**HFF Arkansas Holdings, Inc.,Joyce Harb
AR	North Little Rock	(501) 771-4349	4909 J.F.K. Blvd., Little Rock, AR 72116 USA	*and**HFF Arkansas Holdings, Inc., Joyce Harb
AR	Bryant	(501) 778-4348	7361 Alcoa Road, Bryant, AR 72022 USA	*HFF Arkansas Holdings, Inc., JoyceHarb
AR	Jonesboro	(870) 336-0083	1605 Red Wolf Blvd., Suite C, Jonesboro, AR 72401 USA	*Roadside UBIF LLC, JamesMcDaniel
AZ	Central Scottsdale	(480) 656-9111	8776 E Shea Boulevard, Suite 105, Scottsdale, AZ 85260 USA	**UBIFRKELLYCO, LLC., Ryan Siegel
AZ	Gilbert	(480) 821-1987	3871 S Gilbert Road, Gilbert, AZ 85297 USA	**UBIF Pruitt, Co., Gregory Pruitt, Jr.
AZ	Goodyear	(623) 536-4880	1550 N Dysart Road, Goodyear, AZ 85395 USA	C&S Cairns Company, Scott Cairns
AZ	Lake Pleasant	(623) 213-8546	25101 N. Lake Pleasant Parkway, Suite A-130, Peoria, AZ 85383 USA	CP Holdings Group, LLC, Steve Curtindale
AZ	Main Gate Square	(520) 327-3771	800 E. University Blvd., Suite 106, Tucson, AZ 85719 USA	*and**UBIFTUC1, LLC., Saqib "Q" Qureshi
AZ	Park Place Mall	(520) 327-3771	5870 E. Broadway Blvd., Suite 147, Tucson, AZ 85711 USA	*UBIFTUC4, LLC, Saqib "Q" Qureshi
AZ	Prescott Valley	(928) 717-6000	5672 East State Route 69 #140, Prescott Valley, AZ 86314 USA	CP Holdings Group, LLC
AZ	Scottsdale	(480) 588-6769	16459 N Scottsdale Rd. Suite C-103, Scottsdale, AZ 85254 USA	UBIFRKELLYCO, LLC, Ryan Siegel
AZ	Sierra Vista	(520) 327-3771	55 S Highway 92, Suite F, Sierra Vista, AZ 85635 USA	Sierra Vista Electronics Repair LLC, Scott Krueger
AZ	Tempe	(480) 967-2168	699 South Mill Avenue, Suite 112, Tempe, AZ 85281 USA	**UBIF Pruitt, Co., Gregory Pruitt, Jr.
AZ	Tucson Mall	(520) 327-3771	4500 N Oracle Road, Suite 125, Tucson, AZ 85705 USA	*and**UBIFTUC2, LLC, Saqib "Q" Qureshi
AZ	Yuma	(928) 920-9023	1418 S. Yuma Palms Pkwy Unit #79, Yuma, AZ 85365 USA	*and**PWR PLAY LLC, JamesMaragh

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	Antioch	(925) 470-4819	5005 Lone Tree Way, Suite K, Antioch, CA 94531 USA	*UBIF Partners Antioch LLC, Mark Gonzales
CA	Apple Valley	(760) 961-9300	18975 Bear Valley Road, Unit 3, Apple Valley, CA 92308 USA	**E & E Elite, Inc., Eric Young Sung
CA	Arden	(279) 345-0617	1537 Howe Avenue, Suite 120, Sacramento, CA 95825 USA	*and**Allstar Tech Solutions LLC, Peter Madsen
CA	Bakersfield	(661) 215-4924	3700 California Avenue, Suite 200, Bakersfield, CA 93309 USA	*and**Three Feathers Operating I, LLC, Ryan McDaniel
CA	Carlsbad	(760) 994-0604	1880 Marron Road #102, Carlsbad, CA 92008 USA	iDevice Electronic Repairs, Inc., Eyal Reich
CA	Carmel Mountain Ranch	(858) 649-6071	11885 Carmel Mountain Road, Suite 905, San Diego, CA 92128 USA	*Gadget Saviors, LLC, JasonCastellanos
CA	Chino Hills	(909) 315-6440	4012 Grand Avenue, Suite H, Chino, CA 91710 USA	Dark Knight Technologies, LLC, Mark Verbal
CA	Chula Vista	(619) 349-3193	481 Broadway, Suite D, Chula Vista, CA 91910 USA	*and**Meysam Investment Group,Inc., Ahmad Bashir
CA	Citrus Heights	(916) 966-7400	5500 Sunrise Blvd., Suite 300, Citrus Heights, CA 95610 USA	*and**Allstar Tech Solutions LLC, Peter Madsen
CA	Clovis	(559) 326-7598	1955 Peach Avenue, Clovis, CA 93612 USA	*Three Feathers Operating I, LLC,Ryan McDaniel
CA	Costa Mesa	(949) 287-6161	1927 Harbor Blvd., Suite B, Costa Mesa, CA 92627 USA	*J&B Tech Investments, Inc., Khalil Ahmad Bakhtari
CA	Del Mar	(858) 369-0024	2668-A Del Mar Heights Road, Del Mar, CA 92014 USA	*and**Bashir Investment Inc, Khalil Ahmad Bakhtari
CA	Downey	(562) 401-0800	12140 Lakewood Blvd., Downey, CA 90242 USA	*and**E & E Elite, Inc., Eric YoungSung
CA	Duarte	(626) 408-5757	1187 Huntington Drive, Duarte, CA 91010 USA	*and**E & E Elite, Inc., Eric YoungSung
CA	Elk Grove	(279) 333-7100	9141 E. Stockton Blvd., Suite 250, Elk Grove, CA 95624 USA	*Allstar Tech Solutions LLC, Peter Madsen
CA	Encinitas	(760) 642-3058	191 N El Camino Real, Suite 109, Encinitas, CA 92024 USA	Allied Repair Services LLC, Nazir Fedahi
CA	Fresno	(559) 930-8243	7029 North Ingram Avenue, Suite 101, Fresno, CA 93711 USA	*and**Three Feathers Operating I,LLC, Ryan McDaniel
CA	Grass Valley	(530) 977-2003	2108 Nevada City Highway, Grass Valley, CA 95945 USA	*Kenani Enterprises, LLC, Anita B. Gardella
CA	Hawthorne	(310) 616-3170	5261 W Rosecrans Ave., Hawthorne, CA 90250 USA	UBIF 93, LLC, Aviel Gilboa
CA	Hesperia	(760) 956-7400	12715 Main Street, Suite 700, Hesperia, CA 92345 USA	*E & E Elite, Inc., Eric Young Sung
CA	Huntington Beach	(714) 375-1375	16422 Beach Blvd., Westminster, CA 92683 USA	*and**PWR PLAY LLC, James Maragh
CA	Koreatown	(213) 302-2648	555 S. Western Avenue #206, Los Angeles, CA 90020 USA	**D & A Operations, LLC, David Kang
CA	La Jolla	(858) 412-4657	7605 Girard Avenue, La Jolla, CA 92037 USA	*San Diego UBIF CA, LLC, KarenRinker
CA	Mission Valley	(619) 432-1758	5658 Mission Center Road, Suite 304, San Diego, CA 92108 USA	*ASA Technologies, Inc., Terra Arzo
CA	Montclair	(909) 680-4010	9407 Central Avenue, Montclair, CA 91763 USA	*and**E & E Elite, Inc., Eric YoungSung
CA	Napa	(707) 661-5389	1348 Trancas Street, Napa, CA 94458 USA	*UBIF Partners, LLC, Mark Gonzales

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	North Hollywood	(818) 358-3129	10930 Magnolia Blvd., Suite B116B, North Hollywood, CA 91601 USA	*UBREAK 87, Co., Neil Behnke
CA	Orange	(714) 835-5716	655 South Main Street, Suite 210, Orange,CA 92868 USA	*and**PWR PLAY LLC, JamesMaragh
CA	Otay Ranch	(619) 349-0817	1392 East Palomar Street, Suite 403, Chula Vista, CA 91913 USA	Meysam Investment Group, Inc., Ahmad Bashir
CA	Petaluma	(707) 702-5555	123 N. McDowell Road, Petaluma, CA 94954 USA	*and**Worldwide Cellphone LLC, Mark Gonzales
CA	Rialto	(909) 320-8886	1315 Renaissance Parkway, Suite 860, Rialto, CA 92376 USA	*and** E & E Elite, Inc., Eric Young Sung
CA	Rosedale	(661) 541-4617	2665 Calloway Drive, Suite 214, Bakersfield, CA 93312 USA	*Three Feathers Operating I, LLC, Ryan McDaniel
CA	San Diego	(619) 501-1431	3619 Midway Drive, San Diego, CA 92110 USA	*and**San Diego UBIF CA, LLC,Karen Rinker
CA	San Diego (Downtown)	(619) 542-9567	1501 India Street, Suite 101, San Diego, CA 92101 USA	*and**Bashir Investment Inc, Khalil Ahmad Bakhtari
CA	San Marcos	(442) 999-5553	740 Nordahl Road, Suite 122, San Marcos,CA 92069 USA	**UBIFHARTSCO, LLC, StephanieAyers
CA	San Rafael	(415) 785-1472	777 Grand Avenue, Suite 104, San Rafael, CA 94901 USA	*UBIF Partners San Rafael LLC, Mark Gonzales
CA	Santa Barbara	(805) 664-8888	3987 State Street, Suite C, Santa Barbara, CA 93105 USA	*and**UBIF Partners, LLC, Mark Gonzales
CA	Santa Clarita	(661) 476-5934	23360 Valencia Blvd., Suite A, Valencia, CA 91355 USA	**UBREAK 87, Co., Neil Behnke
CA	Santa Maria	(805) 664-8888	417 E Betteravia Road, Santa Maria, CA 93454 USA	*UBIF Partners, LLC, Mark Gonzales
CA	Santee	(619) 334-0963	30 Town Center Parkway, Suite C, Santee, CA 92071 USA	*and**Gadget Saviors, LLC, Jason Castellanos
CA	Seal Beach	(562) 362-6262	347 Main Street, Suite D, Seal Beach, CA 90740 USA	*Ariana Tech Investment Inc., Khalil Ahmad Bakhtari
CA	Stockton	(209) 307-6610	832 W Benjamin Holt Drive, Stockton, CA 95207 USA	*and**Allstar Tech Solutions LLC,Peter Madsen
CA	Temecula	(951) 587-0950	27540 Ynez Road Suite J-9, Temecula, CA 92591 USA	*and**Lemar Capital Group, Inc.,Khalil Ahmad Bakhtari
CA	Van Nuys	(818) 616-9436	14503 Sherman Way, Van Nuys, CA 91405 USA	Bekalink, Inc., Yaroslav Svitlynets
CA	Visalia	(559) 429-4994	2950 South Mooney Blvd, Suite 2936, Visalia, CA 93277 USA	*and**Three Feathers Operating I,LLC, Ryan McDaniel
CA	Vista	(760) 990-1525	2020 Hacienda Drive, #H, Vista, CA 92081 USA	**iDevice Electronic Repairs, Inc.,Eyal Reich
CA	Woodland Hills	(818) 564-4769	21842 Ventura Boulevard, Woodland Hills, CA 91364 USA	Bekalink, Inc., Yaroslav Svitlynets
CA	Yuba City	(530) 977-2002	1050 Tharp Road, Suite 200, Yuba City, CA 95932 USA	*Kenani Enterprises, LLC, Anita B Gardella
CO	Aurora	(303) 690-6327	16710 E Quincy Avenue, Suite B, Aurora, CO 80015 USA	**Best Holdings, LLC, Brandon Best
CO	Boulder	(303) 443-1235	1136 Spruce Street, Boulder, CO 80302 USA	*UBIFINCALLC, Alex Casanova
CO	Castle Rock	(720) 643-5942	312 Metzler Drive, Unit C, Castle Rock, CO 80104 USA	*and**Infinity Satellite Corp, Matthew Aaron Troyer
CO	Colorado Springs East	(719) 638-5925	3634 New Center Point, Colorado Springs,CO 80922 USA	Amazing Graces, LLC, Matt Grace

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CO	Grand Junction	(970) 549-1284	2454 Highway 6 & 50, Unit 115, Grand Junction, CO 81505 USA	Koch Resources LLC, Christopher R Koch
CO	Green Valley Ranch	(720) 536-5172	18613 Green Valley Ranch Blvd., Suite 106, Denver, CO 80249 USA	D&C LLP, Alison Demzon
CO	Littleton	(720) 502-3912	8246 West Bowles Avenue, Unit Q, Littleton, CO 80123 USA	**UBIF MV, Co., Robert Viator
CO	Parker	(303) 805-5598	11211 Dransfeldt Rd. #161, Parker, CO 80134 USA	CELL CENTER LLC, Navid Khademi
CO	Stapleton	(303) 393-4191	7305 E 35th Avenue, Suite 130, Denver, CO 80238 USA	*UBIFINCALLC, Alex Casanova
CT	Brookfield	(203) 546-8213	143 Federal Road, Suite 020, Brookfield, CT 06804 USA	*and**I-84 Holdings, LLC, DavidRuhs
CT	Glastonbury	(914) 346-0540	2840A Main Street, Glastonbury, CT 06033 USA	*Patriot Glastonbury LLC, Steven Donald Gardner
CT	Hamden	(203) 557-5448	2100 Dixwell Avenue, Hamden, CT 06514 USA	*and**UBIF Patriot, Inc, StevenDonald Gardner
CT	Manchester	(860) 512-2065	172 Deming Street, Suite C, Manchester, CT 06042 USA	*Patriot Manchester LLC, Steven Donald Gardner
CT	Newington	(860) 785-8428	3275 Berlin Turnpike, Newington, CT 06111 USA	*ROKESIA, LLC, Jeevan Kale
CT	Norwalk	(203) 523-0990	501 Westport Avenue, Norwalk, CT 06851 USA	*and**UBIF Patriot, Inc, StevenDonald Gardner
CT	Norwich	(860) 383-1397	30 Salem Turnpike, Norwich, CT 06360 USA	Patriot Norwich LLC, Steven Donald Gardner
CT	Shelton	(203) 309-4343	901 Bridgeport Avenue, Suite 109, Shelton, CT 06484 USA	*and**UBIF Patriot, Inc, StevenDonald Gardner
CT	Stamford	(203) 614-1110	123 High Ridge Rd, Stamford, CT 06905 USA	*and**UBIF Patriot, Inc, Steven Donald Gardner
CT	Westfarms Farmington	(860) 606-7850	585 Hartford Road, New Britain, CT 06053 USA	*ROKESIA, LLC, Jeevan Kale
DC	DC (Cleveland Park)	(202) 249-7570	3510 Connecticut Avenue Northwest, Washington, DC 20008 USA	Rantech Systems, LLC, RandallMcKnight
DC	Eastern Market	(202) 621-2491	409 8th Street Southeast #200, Washington, DC 20003 USA	*and**UBIF Eastern Market, LLC,David B. Ostler
FL	Altamonte	(321) 972-2984	696 East Altamonte Drive #1050, Altamonte Springs, FL 32701 USA	**UBIFINCALLC, Charles Ancona,Jr.
FL	Apopka	(407) 703-8536	2289 E Semoran Blvd., Apopka, FL 32703USA	**UBIFINCALLC, Charles Ancona,Jr.
FL	Boca Raton	(561) 391-8123	481 North Federal Highway, Boca Raton, FL 33432 USA	UBIF 4 CO, Rolando Bencomo
FL	Boca Raton West	(561) 923-9684	9146 Glades Road, Boca Raton, FL 33434USA	UBIF 81, Co., Rolando Bencomo
FL	Boynton Beach	(561) 200-0701	398 Congress Ave., Boynton Beach, FL 33426 USA	ACJM, LLC, Carlos Acevedo
FL	Bradenton	(941) 794-3747	4424 Cortez Road W, Bradenton, FL34210 USA	Papa Frump, LLC, Kenneth Scott
FL	Brandon	(813) 324-8342	2492 W. Brandon Blvd., Brandon, FL 33511 USA	**S.F. Tech Services, Inc., Bryant Sells
FL	Cape Coral	(239) 500-8243	2221 Santa Barbara Blvd #103, CapeCoral, FL 33991 USA	UBIF CC, Co., Justin Murphy
FL	Clearwater	(727) 270-7676	2251 Gulf to Bay Blvd., Clearwater, FL 33765 USA	Frump VII, LLC, Joel Scott

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Clermont	(352) 432-3270	2335 S Highway 27, Clermont, FL 34711USA	**UBIFINCALLC, Charles Ancona,Jr.
FL	Coconut Point	(239) 495-8243	23106 Fashion Dr Unit 103, Estero, FL 33928 USA	UBIF Estero, Co., Justin Murphy
FL	Coral Gables	(786) 360-5214	2101 Ponce De Leon Blvd., Coral Gables, FL 33134 USA	**M&R 1 Holdings, LLC, Hector Montalban
FL	Coral Springs	(954) 346-4888	2918 North University Drive, Coral Springs, FL 33065 USA	UBIF 24, LLC, Alexander Rivero
FL	Davie	(954) 533-7741	6021 Stirling Road, Davie, FL 33314 USA	**UBIFINCALLC, Alex Casanova
FL	Delray Beach	(561) 562-5075	851 SE 6th Avenue, Delray Beach, FL 33483 USA	Galapagos 26, LLC, Jaime Garzon
FL	Fort Myers	(239) 332-8243	3398 Forum Boulevard #108, Fort Myers, FL 33905 USA	UBIF 17 CO, Justin Murphy
FL	Fort Walton Beach	(936) 703-1095	98 Eglin Parkway Northeast, Fort Walton Beach, FL 32548 USA	*Third Cousin Ventures LLC, Candice Smith
FL	Fruit Cove	(904) 679-3887	119 Bartram Oaks Walk, Suite 105, Fruit Cove, FL 32259 USA	*and**UBIF 3 Stooges, LLC, Adam Siegel
FL	Hodges	(904) 379-8029	13529 Beach Blvd., Unit 204B, Jacksonville, FL 32246 USA	UBIF JADAM, LLC, Adam Siegel
FL	Jacksonville	(904) 642-2980	9823 Tapestry Park Circle #3, Jacksonville, FL 32246 USA	*and**UBIF 3 Stooges, LLC, Adam Siegel
FL	Jensen Beach	(772) 261-8234	2533 NW Federal Highway, Jensen Beach, FL 34994 USA	*N&L UBIF, LLC, NicholasWilliams
FL	Lake Worth	(561) 425-5576	706 Lake Avenue, Lake Worth, FL 33460 USA	Island Gold, LLC., Mark Epstein
FL	Lakeland	(863) 225-5940	1539 Town Center Drive, Lakeland, FL 33803 USA	**UBIF 86, Co., Kory Gellinger
FL	Largo	(727) 495-9012	12955 Seminole Blvd., Largo, FL 33778 USA	Frump VI, LLC, Joel Scott
FL	Merritt Island	(321) 305-4033	262 East Merritt Island Causeway, Suite 4, Merritt Island, FL 32952 USA	Mum & Son, LLC., Janice McGrath
FL	Naples	(239) 649-8243	36 9th Street South, Naples, FL 34102 USA	*UBIF Naples, LLC, Clark Morton
FL	North Jacksonville	(904) 738-7818	13249 City Square Drive, Suite 113, Jacksonville, TN 32218 USA	*UBIF 3 Stooges, LLC, Adam Siegel
FL	North Naples	(239) 734-3817	1201 Piper Blvd. Unit 23, Naples, FL 34110 USA	*and**UBIF North Naples, LLC,Clark Morton
FL	North Sarasota	(941) 260-9166	3315 University Parkway, Suite 101, Sarasota, FL 34243 USA	**Frump III, LLC, Joel Scott
FL	Orange Park	(904) 257-6303	16 Blanding Blvd., Orange Park, FL32073 USA	UBIF JADAM, LLC, Adam Siegel
FL	Palm Beach Gardens	(561) 557-1127	9910 ALT A1A #710, Palm Beach Gardens, FL 33410 USA	*and**SR Tech Group, LLC, Sapna Karamchandani
FL	Panama City Beach	(850) 588-6848	15500 Panama City Beach Parkway, Suite D-1, Panama City Beach, FL 32413 USA	CY Group Properties LLC, Carlos Fernandez
FL	Pensacola	(448) 400-4050	1620 Airport Blvd. #104, Pensacola, FL 32504 USA	*Seventh Cousin Ventures, LLC, Candice Smith
FL	Pinellas Park	(727) 390-4949	4020 Park Blvd. N, Pinellas Park, FL 33781 USA	Frump V, LLC, Joel Scott
FL	Pompano Beach	(954) 657-8265	1650 N Federal Hwy, Suite 107, PompanoBeach, FL 33062 USA	Bootcamp Investments, Inc., MarlonBailey

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Port Charlotte	(941) 766-8243	1100 El Jobean Rd. #120, Port Charlotte, FL 33948 USA	**UBIF PC, Co., Jason Weimar
FL	Port Orange	(386) 872-7886	5521 S Williamson Blvd., Port Orange, FL 32128 USA	**UBIF1621 LLC, James Ortwein
FL	Port St. Lucie	(772) 249-4254	131 SW Cashmere Blvd., Port St. Lucie, FL 34986 USA	N&L UBIF, LLC, Nicholas Williams
FL	Sarasota	(941) 953-1534	4170 S Tamiami Tr., Sarasota, FL 3423 USA	**Frump, LLC, Joel Scott
FL	South Fort Myers	(239) 489-4349	7001 Cypress Terrace, Suite 3, Fort Myers, FL 33907 USA	**UBIF FM3, Co., Justin Murphy
FL	South Naples	(239) 544-3344	9960 Business Circle Building 4B, Unit 7, Naples, FL 34117 USA	UBIF North Naples, LLC, Clark Morton
FL	St. Petersburg	(727) 220-0200	1700 4th Street N, St. Petersburg, FL 33704 USA	Frump IV, LLC, Joel Scott
FL	St. Augustine	(904) 217-8209	370 CBL Drive, Suite 102, St. Augustine, FL 32086 USA	*UBIF 3 Stooges, LLC, Adam Siegel
FL	Stuart	(772) 291-2155	245 SW Monterey Road, Stuart, FL 34994 USA	*and**N&L UBIF, LLC, NicholasWilliams
FL	Sunrise	(954) 846-9595	123 Northwest 136th Avenue, Sunrise, FL 33325 USA	**Citie Productions, Inc., Jose Pareja,Jr.
FL	Tallahassee	(850) 692-3400	1660 W Tennessee Street, Tallahassee, FL 32304 USA	**Despro United, LLC, JarrettDesmond
FL	Tamarac	(954) 747-8475	9440 West Commercial Blvd., Suite 104, Parkland, FL 33321 USA	**UBIF Tamarac, LLC, AlexanderRivero
FL	The Villages	(352) 775-3777	3463 Wedgewood Lane, The Villages, FL 32162 USA	**Maranatha Concepts, LLC, Jose RSuarez
FL	Titusville	(954) 465-4686	2430 S Washington Avenue, Suite 129, Titusville, FL 32780 USA	*JCLB 1619 LLC, James Ortwein
FL	University	(321) 203-4154	7414 University Blvd., Winter Park, FL 32792 USA	UBIFINCALLC, Charles Ancona, Jr.
FL	Valrico	(813) 653-2152	3430 Lithia Pinecrest Road, Valrico, FL 33596 USA	B Sells Enterprises, Inc., Bryant Sells
FL	Venice	(941) 244-2877	4183 S Tamiami Trail, Suite 40, Venice, FL 34293 USA	Davis and Davis Consulting Services LLC, James Kerry Davis
FL	Wesley Chapel	(813) 501-4815	6431 E County Line Road, Suite 107, Tampa, FL 33647 USA	*IFIX INVESTMENT GROUP LLC, Anh Tuan Hoang
FL	West Brooksville	(352) 606-3381	7032 Coastal Way Blvd., Brooksville, FL 34613 USA	*and**IFIX INVESTMENT GROUP LLC, Anh Tuan Hoang
FL	West Jacksonville	(904) 634-7739	4495 Roosevelt Boulevard #308, Jacksonville, FL 32210 USA	**UBIF 3 Stooges, LLC, Adam Siegel
GA	Alpharetta	(770) 552-0206	1605 Mansell Road, Alpharetta, GA 30009 USA	*UBIF 1,000,000 LLC, Jonathan Tyler Harper
GA	Athens	(706) 850-7444	1850 Epps Bridge Parkway, Suite 104, Athens, GA 30606 USA	**Second Cousin Ventures, LLC,Candice Smith
GA	Atlanta	(404) 812-0655	2770 Lenox Road Northeast, Atlanta, GA 30324 USA	**First Cousin Ventures, LLC,Candice Smith
GA	Canton	(770) 224-8086	1353 Riverstone Parkway, #150, Canton, GA 30114 USA	**North Georgia New Opportunities, LLC., Robert P. Sullivan
GA	Chamblee	(470) 857-4400	5485 Peachtree Blvd., Suite 100, Atlanta, GA 30341 USA	*Fourth Cousin Ventures LLC, Candice Smith
GA	Duluth	(770) 580-3491	3455 Peachtree Industrial Blvd., Suite 210, Duluth, GA 30096 USA	*and**UBIF Duluth, Co., JonathanTyler Harper

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
GA	East Cobb	(678) 214-3641	3605 Sandy Plains Road, Suite 125, Marietta, GA 30066 USA	**SEIG, Inc., Jeff Lennox
GA	Emory Point	(404) 549-8159	1568 Avenue Place D1-110, Atlanta, GA 30329 USA	*UBIF 1,000,000 LLC, Jonathan Tyler Harper
GA	Fayetteville	(770) 703-5791	104 Pavilion Parkway, Fayetteville, GA 30214 USA	*and**PMH Tech Services, LLC,Gerald White
GA	Gainesville, GA	(470) 290-5401	333 Shallowford Road NW, Suite C, Gainesville, GA 30504 USA	Tech Giant ATL Repair LLC, Shenyu Zheng
GA	Kennesaw	(678) 214-3642	1550 Crater Lake Drive NW, Suite 100, Kennesaw, GA 30152 USA	**SEIG, Inc., Jeff Lennox
GA	Lawrenceville	(770) 261-8569	900 Duluth Highway, Suite 900, Lawrenceville, GA 30043 USA	*UBIF Lawrenceville LLC, Johnathan Tyler Harper
GA	McDonough	(770) 626-3799	1772 Jonesboro Road, McDonough, GA 30253 USA	*and**PMH Tech Services, LLC,Gerald White
GA	Newnan	(678) 552-9638	591 Bullsboro Drive, Newnan, GA 30265 USA	*and**PMH Tech Services, LLC,Gerald White
GA	Sandy Springs	(470) 826-6900	5560 Roswell Road, Sandy Springs, GA 30342 USA	*Fifth Cousin Ventures, LLC, Candice Smith
GA	Snellville	(668) 990-0888	2007 Scenic Hwy. N, Suite 107, Snellville, GA 30078 USA	*UBIF Snellville, LLC, Johnathan Tyler Harper
GA	West Cobb	(678) 214-3640	3600 Dallas Hwy Suite 300, Marietta, GA 30064 USA	**SEIG, Inc., Jeff Lennox
GA	Woodstock	(770) 635-7553	2360 Towne Lake Parkway #108, Woodstock, GA 30189 USA	**North Georgia New Opportunities,LLC, Robert P. Sullivan
HI	Kailua	(808) 762-4349	26 Hoolai Street, Suite 400, Kailua, HI 96734 USA	*and**UBIF Hawaii LLC, Jose A Galeano Jr.
HI	Kapolei	(808) 892-1155	590 Farrington Hwy., Suite 22, Kapolei, HI 96707 USA	*and**UBIF Hawaii LLC, Jose A Galeano Jr.
ID	Idaho Falls	(208) 529-0065	2003 S 25th E, Suite D-2, Idaho Falls, ID 83406 USA	**Cannon Gardner, LLC, AndrewGardner
ID	Pocatello	(208) 529-1968	231 W. Quinn Road, Suite C, Pocatello, ID 83201 USA	Cannon Gardner, LLC, AndrewGardner
ID	Twin Falls	(208) 497-9390	1246 Blue Lakes Blvd. N, Suite 400, Twin Falls, ID 83301 USA	DreaMT LLC, Brandon Cunningham
IL	Algonquin	(224) 333-0020	1720 S Randall Road, Unit 11, Algonquin, IL 60102 USA	Khayam Repairs, Inc., Virasat AliSajanlal
IL	Arlington Heights	(847) 749-0230	45 S Evergreen Avenue, Arlington Heights, IL 60005 USA	*and**UBIF66, LLC, Kyle Burg
IL	Carbondale	(618) 351-0130	859 E. Grand Avenue, Carbondale, IL 62901 USA	**uBreakiFix - Southern Illinois, Inc.,Pryor Jordan
IL	Champaign	(217) 888-2550	1712 W Springfield Avenue, Suite G, Champaign, IL 61821 USA	**HFF Michigan Holdings, Inc., Joyce Harb
IL	Darien IL	(630) 324-6076	7531 Lemont Road, Suite B, Darien, IL 60561 USA	AGIV Repairs LLC, Anthony Guida
IL	Dekalb	(815) 517-1193	2587 Sycamore Road, Dekalb, IL 60115 USA	UBIFINCALLC, Alex Casanvoa
IL	Elmhurst	(630) 501-0193	177 S State Route 83, Elmhurst, IL 60126 USA	Repair 99 LLC, Kyle Burg
IL	Geneva	(630) 402-0171	1096 Commons Drive, Geneva, IL 60134 USA	**For The Right Reasons, Inc., Jeff Schwartz
IL	Lake Zurich	(847) 847-1157	484 South Rand Road, Lake Zurich, IL 60047 USA	UBIFINCALLC, Alex Casanova

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
IL	Lakeview	(773) 880-2181	3176 N Clark Street, Chicago, IL 60657 USA	**Maple Avenue Partners - Lakeview,LLC, Lynn Fraaza
IL	Logan Square	(773) 661-9958	2500 N Milwaukee Avenue, Unit S4-B, Chicago, IL 60647 USA	AGIV Repairs LLC, Anthony Guida
IL	Machesney	(779) 774-9103	1219 West Lane Road, Machesney Park, IL 61115 USA	Stellar Innovations LLC, ScottWasemiller
IL	Marion	(618) 944-4505	2801-4 Civic Circle Blvd., Marion, IL 62959 USA	uBreakiFix - Southern Illinois, Inc.,Pryor Jordan
IL	Naperville	(331) 472-4292	118 South Webster Street, Naperville, IL 60540 USA	**AGIV Repairs LLC, Anthony Guida
IL	Niles	(847) 470-0460	8530 W Golf Road, Niles, IL 60714 USA	**UBIF 30 LLC, Daniel Schultz
IL	Norridge	(773) 499-3224	7235 W Forest Preserve Drive, Norridge, IL 60706 USA	UBIFINCALLC, Alex Casanova
IL	Northbrook	(331) 336-3698	239 Skokie Blvd., Northbrook, IL 60062 USA	UBIFINCALLC, Alex Casanova
IL	Oak Lawn	(708) 907-5438	5138 West 95th Street, Oak Lawn, IL 60453 USA	OAK LAWN UBREAKIFIX LLC, Mohammad Salamah
IL	Rockford	(815) 708-7130	735 S. Perryville Road, Rockford, IL 61108 USA	**Stellar Innovations LLC, Scott Wasemiller
IL	South Loop	(312) 226-9007	1240 S Canal Street, Chicago, IL 60607 USA	**The Baldman, Inc., Thomas Brame
IL	Vernon Hills	(847) 918-0209	700 N Milwaukee Avenue, Suite 143, Vernon Hills, IL 60061 USA	**Maple Avenue Partners – VernonHills, LLC., Lynn Fraaza
IL	Wheaton	(630) 765-7721	18 Danada Square W, Wheaton, IL 60189 USA	Yet Another Phone Repair, Inc., Jeff Schwartz
IN	Avon	(317) 564-0696	10421 E US Highway 36, Avon, IN 46123 USA	*Origin IV Enterprises, LLC, Thomas Lessaris
IN	Bloomington IN	(812) 822-1722	879 South College Mall Road, Bloomington, IN 47401 USA	*and**Hoosier Daddies, LLC, Michael York
IN	Columbus IN	(812) 657-7523	1663 N National Road, Columbus, IN 47201 USA	*Hoosier Daddies, LLC, Michael York
IN	Elkhart	(574) 891-4044	4568 Elkhart Road, Suite 300, Goshen, IN 46526 USA	*and**JJB23 Holdings, Inc., John Bailey Jr.
IN	Evansville	(812) 773-5018	850 N Green River Road, Evansville, IN 47715 USA	618 TECH INC, John B Beal
IN	Greenwood	(317) 215-4008	789 U.S. Highway 31, Greenwood, IN 46142 USA	*and**Origin IV Enterprises, LLC, Thomas Lessaris
IN	Keystone	(317) 588-6105	3869 E 82nd Street, Indianapolis, IN 46240 USA	*and**Origin IV Enterprises, LLC, Thomas Lessaris
IN	Noblesville	(317) 678-8259	17235 Mercantile Boulevard, Noblesville, IN 46060 USA	*Origin IV Enterprises, LLC,Thomas Lessaris
IN	Seymour	(812) 405-2661	310 Burkart Boulevard, Suite E, Seymour, IN 47274 USA	*and**Hoosier Daddies, LLC, BrettBevers
IN	South Bend	(574) 931-2839	5520 Grape Road, Mishawaka, IN 46545 USA	*and**JJB23 Holdings, Inc., John J.Bailey, Jr.
IN	West Carmel	(317) 471-8223	10460 N Michigan Rd, Suite 120, Carmel, IN 46032 USA	*Origin IV Enterprises, LLC,Thomas Lessaris
KY	Bowling Green	(270) 904-4552	760 Campbell Lane, Suite 101, Bowling Green, KY 42104 USA	**65 Properties, LLC, DanielWatterson
KY	Elizabethtown	(270) 506-2638	2101 N Dixie Highway, Suite 108, Elizabethtown, KY 42701 USA	UBREAKIFIX 610, LLC, Christopher Burch

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
LA	Baton Rouge	(225) 900-7717	640 Arlington Creek Blvd., Building 2, Suite B, Baton Rouge, LA 70820 USA	*and**Trevor T, LLC, Jennifer MeSha Prejean
LA	Bossier City	(318) 550-5459	2300 Airline Drive, Suite #500, Bossier City, LA 71111 USA	*Infinity Satellite Corp., Matthew Aaron Troyer
LA	Denham Springs	(225) 998-3088	240 Range 12 Blvd., Suite 103, Denham Springs, LA 70726	*PNP Enterprise, LLC, Jennifer MeSha Prejean
LA	Lafayette	(337) 706-7871	5520 Johnston Street, Lafayette, LA 70503 USA	*and**PNP Enterprise, LLC, Jennifer MeSha Prejean
LA	Lake Charles	(337) 263-6639	2645 Derek Drive, Lake Charles, LA 70607 USA	YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
LA	Metairie	(504) 875-4206	3200 Severn Avenue, Metairie, LA 70002 USA	*and**uBreakiFix of Louisiana, LLC, Michael C. Melito
LA	New Orleans	(504) 826-9192	2115 Magazine Street, New Orleans, LA 70130 USA	*uBreakiFix of Louisiana, LLC,Michael C. Melito
MA	Beverly	(978) 969-9300	142 Brimbal Avenue, Unit 7, Beverly, MA 01915 USA	Patriot Beverly LLC, Steven Donald Gardner
MA	Boston	(715) 227-9887	70 Franklin Street, Suite 1, Boston, MA 02110 USA	**Patriot Boston LLC, Steven Donald Gardner
MA	Brockton	(508) 857-4594	1285 Belmont Street, Suite 13, Brockton, MA 02301 USA	Patriot Brockton LLC, Steven Donald Gardner
MA	Dedham	(781) 686-9629	320 Washington Street, Dedham, MA 02026 USA	*Scrymp Enterprises, Inc., Patrick G. Hurley
MA	Raynham	(508) 844-2018	325 New State Highway, Raynham, MA 02767 USA	Patriot Raynham LLC, Steven Donald Gardner
MA	Seaport	(617) 217-0455	268 Summer Street, Boston, MA 02210 USA	Patriot Seaport LLC, Steven Donald Gardner
MD	Baltimore	(443) 371-2060	2400 Boston Street, Suite 126, Baltimore, MD 21224 USA	41 Empire, LLC, Saqib Qureshi
MD	Bel Air	(240) 237-8292	626 Market Place Drive, Bel Air, MD 21014 USA	41 Empire, LLC, Saqib Qureshi
MD	Bethesda	(240) 762-6555	8019 Wisconsin Avenue, Bethesda, MD 20814 USA	**Rantech Systems, LLC, Randall McKnight
MD	Bowie	(301) 967-1653	15511 Annapolis Road, Suite 520, Bowie, MD 20715 USA	Kimfix LLC, Francis Dong Sik Kim
MD	California	(240) 405-1221	1046 W Patrick Street, Unit E, Frederick, MD 21702 USA	*QUART Consulting Services, LLC, Marcus Thomas
MD	College Park	(240) 965-7454	10260 Baltimore Avenue, Unit J, College Park, MD 20740 USA	KIMFIXMD LLC, Francis Dong Sik Kim
MD	Frederick	(240) 405-1221	1046 W Patrick St. Unit E, Frederick, MD 21702 USA	*Gladwell Consulting, LLC,Evelyn Baylin
MD	Glen Burnie	(410) 689-4953	6632 Ritchie Highway, Glen Burnie, MD 21061 USA	41 Empire, LLC, Saqib Qureshi
MD	Hagerstown	(240) 203-8532	17612 Garland Groh Blvd., Hagerstown, MD 21740 USA	*QUART Consulting Services, LLC, Marcus Thomas
MD	Hampden	(410) 649-2232	1030 W 41st Street, Suite A, Baltimore, MD 21211 USA	41 Empire, LLC, Saqib Qureshi
MD	Largo MD	(301) 541-1148	10430 Campus Way S, Largo, MD 20774 USA	UBIF Largo LLC, David Ostler
MD	Owings Mills	(443) 590-0049	9920 Reisterstown Road, Owings Mills, MD 21117 USA	*Gladwell Consulting, LLC, Evelyn Baylin
MD	Towson	(410) 769-3759	720 Dulaney Valley Road, Towson, MD 21204 USA	41 Empire, LLC, Saqib Qureshi

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MD	Westminster	(410) 756-8594	625F Baltimore Blvd., Westminster, MD 21157 USA	*Gladwell Consulting, LLC, Evelyn Baylin
MI	Battle Creek	(269) 224-6830	2545 Capital Avenue SW, Battle Creek, MI 49015 USA	*JJB23 Holdings, Inc., John J. Bailey, Jr.
MI	Brighton	(810) 775-0900	9964 East Grand River Avenue, Brighton, MI 48116 USA	*and**HFF Michigan Holdings, Inc., Joyce Harb
MI	Canton MI	(734) 821-2727	43723 Ford Road, Canton, MI 48187 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	Dearborn	(313) 650-3300	22370 Michigan Avenue, Unit C, Dearborn, MI 48124 USA	*HFF Michigan Holdings, Inc., Joyce Harb
MI	Flint Township	(810) 875-9251	4297 Miller Road, Suite B, Flint, MI 48507 USA	*and**JJB23 Holdings, Inc., John J.Bailey, Jr.
MI	Kalamazoo	(269) 775-1910	4510 W Main Street, Kalamazoo, MI 49006 USA	*and**JJB23 Holdings, Inc., John J.Bailey, Jr.
MI	Kentwood	(616) 450-0506	3567 28th Street SE, Grand Rapids, MI 49512 USA	*and**Divergence, Inc., John J. Bailey, Jr.
MI	North Grand Rapids	(616) 952-2952	4064 Alpine Avenue, Suite C, Grand Rapids, MI 49534 USA	*and**Divergence, Inc., John J. Bailey, Jr.
MI	Roseville	(586) 334-4004	31200 Gratiot Avenue, Roseville, MI 48066 USA	*HFF Michigan Holdings, Inc.,Joyce Harb
MI	Royal Oak	(248) 607-3427	30274 Woodward Avenue, Royal Oak, MI 48073 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	Shelby	(586) 788-0004	14876 Hall Road, Sterling Heights, MI 48313 USA	*HFF Michigan Holdings, Inc., Joyce Harb
MI	Southfield	(248) 281-4958	24508 Twelve Mile Road, Southfield, MI 48034 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	Sterling Heights	(586) 272-2105	36657 Van Dyke Road, Sterling Heights, MI 48312 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	Taylor	(734) 423-7100	23630 Eureka Road, Taylor, MI 48180 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	Troy	(248) 712-6622	3137 Crooks Road, Troy, MI 48084 USA	*and**HFF Michigan Holdings, Inc.,Joyce Harb
MI	West Bloomfield	(248) 847-0100	7415 Orchard Lake Road, West Bloomfield Township, MI 48322 USA	*HFF Michigan Holdings, Inc., JoyceHarb
MI	West Lansing	(517) 580-3128	4324 West Saginaw Highway, Suite B, Lansing, MI 48917 USA	*and**JJB23 Holdings, Inc., John J.Bailey, Jr.
MI	Wyoming MI	(616) 450-5650	5751 Byron Center Ave SW, Suite U, Wyoming, MI 49519 USA	*and**Divergence, Inc., John J. Bailey, Jr.
MN	Duluth MN	(218) 464-4430	1405 Miller Trunk Highway, Suite 200, Duluth, MN 55811 USA	*iRepair Smartphones LLC, Hyle Erwin
MN	Eagan	(651) 330-4525	1992 Rahncliff Road, Eagan, MN 55122 USA	*and**Fresh Start, LLC, Hyle Erwin
MN	Mankato	(507) 722-2102	2986 41st Street NW, Rochester, MN 55901 USA	*Fast Phone Repair LLC, James Gorecki
MN	Maple Grove	(763) 754-9916	7888 Main Street N, Maple Grove, MN 55369 USA	*and**UBIF Maple Grove, LLC,Hyle Erwin
MN	Minnetonka	(952) 378-1263	4713 County Road 101, Minnetonka, MN 55345 USA	*and**Fresh Start, LLC, Hyle Erwin
MN	North Rochester	(507) 722-2102	2986 41st Street NW, Rochester, MN 55901 USA	*Fast Phone Repair LLC, James Gorecki
MN	Uptown Minneapolis	(612) 655-2890	917 W Lake Street, Minneapolis, MN 55408 USA	*and**Fresh Start, LLC., Hyle Erwin

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MN	Woodbury	(651) 493-8906	779 Bielenberg Drive, Suite 107, Woodbury, MN 55125 USA	*and**Fresh Start, LLC., Hyle Erwin
MO	Chesterfield	(636) 778-2934	142 Chesterfield Valley Drive, Chesterfield, MO 63005 USA	*JK Solutions of Chesterfield, LLC.,Jason Troester
MO	Manchester	(636) 686-5296	14175 Manchester Road, Ballwin, MO 63011 USA	*and**JK Solutions, LLC., JasonTroester
MS	Gulfport	(228) 382-4399	12373 US 49 #6, Gulfport, MS 39503USA	*and**The Broken Apple RepairShoppe, Steven L. Curtindale
MS	Ocean Springs	(228) 235-5014	1610 Bienville Blvd., Unit 6, Ocean Springs, MS 39564 USA	Alpha Group, LLC, Steven L. Curtindale
MS	Olive Branch	(662) 890-1346	8110 Camp Creek Blvd., Suite 121, Olive Branch, MS 38654 USA	*Roadside UBIF LLC, James McDaniel
MS	Tupelo	(662) 269-3275	894 Barnes Crossing Road, Tupelo, MS 38804 USA	UBIF Tupelo LLC, Joseph Kyle McGrevey
MT	Billings	(406) 694-1709	611 Hilltop Road, Suite 2, Billings, MT 59105 USA	*Device Doctor LLC, Adam Kimmet
MT	Bozeman	(406) 219-3322	867 S 29th Avenue, Suite 108, Bozeman, MT 59718 USA	DreaMT LLC, Brandon Cunningham
NC	Burlington	(336) 280-4480	2771 South Church Street, Burlington, NC 27215 USA	*and**Bourbon Dog, Inc., Charles D. Braxton
NC	Cary	(919) 948-4841	952 High House Rd, Cary, NC 27513 USA	*and**SULLIVAN STREET, LLC, Timothy Moorehead
NC	Concord	(704) 793-1299	522 Kannapolis Parkway, Concord, NC 28027 USA	*C&B LLC, Casey Higgins
NC	Crossroads	(919) 650-3954	323 Crossroads Boulevard, Cary, NC 27518 USA	*and**SULLIVAN STREET, LLC, Timothy Moorehead
NC	East Charlotte	(704) 844-0706	1605 Galleria Blvd # 120, Charlotte, NC 28270 USA	**Midas Touch Ventures, Inc.,Stephen Christopher Olliver
NC	Fayetteville NC	(910) 900-9309	4225 A Ramsey Street, Fayetteville, NC 28311 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
NC	Gastonia	(980) 888-0839	2516 E Franklin Blvd., Unit 10, Gastonia, NC 28056 USA	Midas Touch, Stephen Olliver
NC	Goldsboro	(984) 277-6772	505 N Berkeley Blvd., Goldsboro, NC 27534 USA	*RMG Technology Solutions, LLC, Ann-Drea Small
NC	Greensboro	(336) 763-1429	1603B Westover Terrace, Greensboro, NC 27408 USA	*and**Bourbon Dog, Inc., Charles D. Braxton
NC	Greenville	(252) 215-8889	1901 Charles Blvd., Suite 900, Greenville, NC 27858 USA	**GOGOGADGETFIX LLC, Alan Marc Stone
NC	Huntersville	(980) 689-5490	16615 W Catawba Avenue, Suite E, Huntersville, NC 28078 USA	*and**Strong Life, LLC, CaseyHiggins
NC	Jacksonville NC	(910) 787-1500	1127 Western Blvd., Jacksonville, NC 28546 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
NC	Kernersville	(336) 967-0349	1030 South Main Street, Suite G, Kernersville, NC 27284 USA	*Bourbon Dog, Inc., Charles D. Braxton
NC	Mooresville NC	(704) 360-2608	124 Argus Lane, Suite C, Mooresville, NC 28117 USA	*LARC Ventures LLC, Larkin M Hawkins
NC	Raleigh	(919) 948-4441	1028 Oberlin Road #246, Raleigh, NC 27608 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
NC	Rocky Mount	(252) 888-4600	1233 Cobb Corners Drive, Unit F-07, Rocky Mount, NC 27804 USA	*RMG Technology Solutions, LLC, Ann-Drea Small
NC	South Asheville	(828) 676-0744	200 Julian Shoals Drive, Unit 60, Arden, NC 28704 USA	**UBIF JMK, Inc., Jimmy Ray SmithJr.

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NC	Wake Forest	(919) 263-3500	1009 Stadium Drive, Suite 108, Wake Forest, NC 27587 USA	*and**K.S.R.L., LLC, Ivy K Lassiter
NC	Wilmington	(910) 800-2855	5111 Market Street, Unit 2, Wilmington, NC 28405 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
NC	Winston-Salem	(336) 245-4535	546 South Stratford Road, Winston-Salem, NC 27103 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
ND	Fargo	(701) 380-7499	1650 45th Street S, Suite 106, Fargo, ND 58103 USA	*Fast Phone Repair LLC, James Gorecki
ND	Grand Forks	(701) 343-9888	2712 S Columbia Road, Grand Forks, ND 58201 USA	*and**Fast Phone Repair LLC, James Gorecki
NE	Grand Island	(308) 675-2342	622 N Webb Road, Grand Island, NE 68803 USA	*and**Birdseye Repair LLC, HyleErwin
NE	Lincoln	(402) 327-8541	5505 E O Street, Lincoln, NE 68510 USA	*and**iRepair Smartphones LLC,Hyle Erwin
NH	Salem	(603) 328-3111	12 S Village Drive, Suite 470, Salem, NH 03079 USA	Patriot Salem LLC, Steven Donald Gardner
NJ	Glassboro	(856) 270-5956	1050 Delsea Drive, Suite B, Glassboro, NJ 08028 USA	**U Break I Fix Of Glassboro LLC, Ravinder Singh
NJ	Millburn	(973) 315-1751	304 Millburn Avenue, Millburn, NJ 07041 USA	**Arrington Management Corporation, Stuart Leon ArringtonJr.
NJ	Woodbridge	(732) 218-8825	760 US Highway 1, Woodbridge, NJ 08830 USA	*UBIF HUNTINGTON LLC, Bilal Arif
NV	Centennial NV	(725) 220-6300	6436 N Decatur Blvd., Suite 120, North Las Vegas, NV 89084 USA	*McWest LLC, Daniel J. McDonald
NV	Las Vegas	(702) 485-2889	695 N Stephanie Street, Henderson, NV 89014 USA	*and**UBIF Nevada, LLC, DanielAlnajjar
NV	North Las Vegas	(702) 899-3998	2520 E Craig Road, North Las Vegas, NV 89030 USA	*UBIF Paradise, LLC, DanielAlnajjar
NV	Reno	(775) 384-2398	6795 S. Virginia Street, Suite 4, Reno, NV 89511 USA	*and**Worldwide Cellphone LLC, Mark Gonzales
NV	Southwest Las Vegas	(725) 269-3100	7645 S Rainbow Blvd., Suite 101, Las Vegas, NV 89113 USA	*McWest LLC, Daniel J. McDonald
NV	Sparks	(775) 499-7777	671 N McCarran Blvd., Sparks, NV 89431USA	*Worldwide Cellphone LLC, Mark Gonzales
NV	Summerlin	(702) 899-8099	7175 W Lake Mead Blvd, Suite 170, LasVegas, NV 89128 USA	*and**UBIF Nevada, LLC., DanielAlnajjar
NY	Babylon	(631) 482-1750	706 Montauk Highway, West Babylon, NY 11704 USA	*Remotech, Inc., Roger Remondino
NY	Bay Ridge	(929) 998-0200	8612 5th Avenue, Brooklyn, NY 11209 USA	UBREAKIFIX SHEEPSHEAD BAY, INC., Hernan Esteban Ortega
NY	Bayside	(718) 819-8194	42-28 Bell Blvd., Bayside, NY 11361 USA	*and**The Wireless Circle, Inc., BilalArif
NY	Chelsea	(212) 989-4878	251 West 23rd Street, New York, NY 10011 USA	*and**The Wireless Circle, Inc., BilalArif
NY	College Point	(718) 662-8414	13207 14th Avenue, Queens, NY 11356 USA	*YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
NY	Deer Park	(631) 522-1316	1936A Deer Park Avenue, Deer Park, NY 11729 USA	Remotech, Inc., Roger Remondino
NY	Dewitt	(315) 288-4345	3409 Erie Blvd. E, Suite 190, Syracuse, NY 13214 USA	*Stout Management Group LLC, William Stout
NY	Downtown Brooklyn	(929) 324-0277	392 Court Street, Brooklyn, NY 11231 USA	**UBREAKIFIX DOWNTOWN BROOKLYN INC., Hernán Esteban Ortega

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NY	Forest Hills	(718) 480-6446	70-09 Austin Street, Forest Hills, NY 11375 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Garden City	(516) 388-3553	575 Stewart Avenue, Garden City, NY 11530 USA	*YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
NY	Huntington	(631) 470-7341	229 Walt Whitman Road, Huntington Station, NY 11746 USA	*UBIF HUNTINGTON LLC, Bilal Arif
NY	Ithaca	(607) 319-0405	742 S Meadow Street, Ithaca, NY 14850 USA	*Stout Management Group LLC, William Stout
NY	Lower East Side	(212) 207-9292	162 Delancey Street, New York, NY 10002 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Mt. Kisco	(914) 729-0970	14 A South Moger Avenue, Mount Kisco, NY 10549 USA	Patriot Mt Kisco LLC, Steven Donald Gardner
NY	New Hyde Park	(516) 233-2974	1003 Jericho Turnpike, New Hyde Park, NY 11040 USA	UBIF NHP LLC, William Siegfried
NY	Port Jefferson	(631) 509-0710	4930 Nesconset Highway, Port Jefferson Station, NY 11776 USA	**Genao Tech, LLC, Jose Genao
NY	Poughkeepsie	(845) 224-0494	2629 South Road, Poughkeepsie, NY 12601 USA	Patriot Poughkeepsie LLC, Steven Donald Gardner
NY	Riverhead	(631) 338-0444	1826 Old Country Road, Riverhead, NY 11901 USA	*and**YOUR WIRELESS REPAIRS LLC, Manuel Castineiras
NY	Smithtown	(631) 652-0100	53 Route 111, Smithtown, NY 11787 USA	UBIF SMT LLC, William Siegfried
NY	StuyTown NYC	(212) 810-6746	342 East 21st Street, New York, NY 10010 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Syosset	(516) 921-5100	106 Jackson Avenue, Syosset, NY 11791 USA	*and**UBIF CML, INC., CarlosLameirao
NY	Times Square	(917) 967-9548	200 West 39th Street, Manhattan, NY 10018 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Upper East Side	(212) 810-7691	1324 Lexington Avenue, New York, NY 10128 USA	*The Wireless Circle, Inc., Bilal Arif
NY	Upper West Side	(212) 903-4349	202 W 96th Street, New York, NY 10025 USA	*The Wireless Circle, Inc., Bilal Arif
NY	West Village	(212) 495-9288	96 Greenwich Avenue, New York, NY 10011 USA	*AMPM Operations, Inc., PeterMarino
OH	Avon	(440) 695-8686	36050 S. Detroit Road, Suite S, Avon, OH 44011 USA	*Trinity Enterprises 2017 LLC, John Ebenezer Gnanasekhar
OH	Beavercreek	(937) 912-3273	2781 Centre Drive, Suite E, Beavercreek, OH 45431 USA	HFF Michigan Holdings, Inc., Joyce Harb
OH	Cleveland Heights	(216) 417-5400	1906 Warrensville Center Road, Unit F-2, South Euclid, OH 44121 USA	*Trinity Enterprises 2017 LLC, John Ebenezer Gnanasekhar
OH	Findlay	(567) 333-8338	1784 Tiffin Avenue, Findlay, OH 45840 USA	*MorganUBIF, LLC., Craig ShawnParsons
OH	Holland	(567) 777-0220	6819 Spring Valley Drive, Holland, OH 43528 USA	*MorganUBIF, LLC., Craig ShawnParsons
OH	Huber Heights	(937) 637-6519	8292 Old Troy Pike, Huber Heights, OH 45424 USA	HFF Michigan Holdings, Inc., Joyce Harb
OH	Hyde Park	(513) 407-7410	3760 Paxton Avenue, Suite F, Cincinnati, OH 45209 USA	Ohio Fix Inc., Bruce R. Seidel III
OH	Miamisburg	(937) 813-3034	9608 N Springboro Pike, Miamisburg, OH 45342 USA	HFF Michigan Holdings, Inc., Joyce Harb
OH	Perrysburg	(567) 368-7100	10089 Fremont Pike, Perrysburg, OH 43551 USA	*and**MorganUBIF, LLC., Craig Shawn Parsons

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
OH	Polaris	(614) 505-0056	2017 Polaris Parkway, Columbus, OH 43240 USA	*HFF Michigan Holdings, Inc., Joyce Harb
OH	Springfield OH	(937) 717-9563	1972 N Bechtle Avenue, Springfield, OH 45504 USA	POLEY LLC, Natalya Poley
OH	Strongsville	(440) 879-1727	18058 Royalton Road, Strongsville, OH 44136 USA	*Trinity Enterprises 2017 LLC, John Gnanasekhar
OH	Toledo	(567) 777-0440	4701 Talmadge Road, Suite 103, Toledo, OH 43623 USA	*MorganUBIF, LLC., Craig ShawnParsons
OH	University District	(614) 947-7566	1586 N High Street, Suite C05, Columbus, OH 43201 USA	*HFWG Corporation, Thomas J Davidson
OK	Uptown Oklahoma City	(405) 407-7450	6308 N May Avenue, Oklahoma City, OK 73116 USA	*and**On Demand Services LLC, Asif Noorani
OR	Jantzen Beach	(503) 894-8522	1337 N. Hayden Island Drive, Portland, OR 97217 USA	WGHICKS Group Inc., WilliamGregory Hicks
OR	Sherwood	(503) 610-1341	21260 SW Langer Farms Parkway #140, Sherwood, OR 97140 USA	*Smart Retail Techs - Sherwood LLC, George Kalomiris
OR	Washington Square	(971) 217-9400	9120 SW Hall Boulevard, Suite B, Portland, OR 97223 USA	*and**Smart Retail Techs - Washington Square LLC, GeorgeKalomiris
PA	Bryn Mawr	(484) 380-2567	761 Lancaster Avenue, Bryn Mawr, PA 19010 USA	*UBIF Corporation, Patricia Buckley
PA	Cheltenham	(267) 360-2254	2401 Cheltenham Avenue, Philadelphia, PA 19150 USA	*UBIF Corporation, Patricia Buckley
PA	East Lancaster	(717) 945-7677	2530 Lincoln Highway E, Suite 810, Lancaster, PA 17602 USA	HD Repair, LLC, Kevin Hutchinson
PA	Glen Mills	(484) 800-8696	1800 Wilmington Pike, Glen Mills, PA 19342 USA	*UBIF Corporation, Patricia Buckley
PA	Harrisburg	(717) 695-9646	6013 Allentown Blvd., Harrisburg, PA 17112	*JAR 55, LLC, James McNeil
PA	Lancaster	(717) 824-4494	1939 Fruitville Pike, Lancaster, PA 17601 USA	*and**JAR 55, LLC, James McNeil
PA	Mechanicsburg	(717) 635-9754	4957 Carlisle Pike, Mechanicsburg, PA 17050 USA	*and**JAR 55, LLC, James McNeil
PA	Montage	(570) 800-7603	1141 Shoppes Blvd., Moosic, PA 18507 USA	*and**UBIF of NEPA, Inc., William C. Swoyer
PA	Wilkes-Barre	(570) 852-5907	31 Bear Creek Blvd., Wilkes-Barre, PA 18702 USA	UBIF of NEPA, Inc., William C. Swoyer
PA	Wyomissing	(610) 370-7957	1171 Berkshire Blvd., Reading, PA 19610 USA	*UBIF READING I LLC, William E. Hess
PR	San Juan	(787) 333-6044	205 Calle Federico Acosta, San Juan, PR 00918 USA	*ESCA GROUP LLC, EdgardoGarcia
SC	Anderson	(864) 844-9233	3501 Clemson Boulevard #9, Anderson, SC 29621 USA	*and**Cellular Buybax and Repairs, LLC, Dong Chen
SC	Haywood	(864) 568-5511	475 Haywood Road, Greenville, SC 29607 USA	**AnDara, LLC, Stephen Christopher Olliver
SC	Lexington	(803) 520-8285	5594 Sunset Boulevard, Unit C, Lexington, SC 29072 USA	*and**UBIF Irmo, LLC, Bret Bauer
SC	Mount Pleasant	(843) 936-2095	644 Long Point Road, Suite E, Mount Pleasant, SC 29464 USA	*and**Earp & Siegfried, LLC,William Siegfried
SC	Myrtle Beach	(854) 600-8008	3673 Renee Drive, Myrtle Beach, SC 29579 USA	*SULLIVAN STREET, LLC, Timothy Moorehead
SC	Spartanburg	(864) 586-1188	8147 Warren H Abernathy Hwy, Spartanburg, SC 29301 USA	**Mason Unlimited, LLC, JoshMason

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
SD	Rapid City	(605) 791-0152	1612 Elgin Street, Suite 800, Rapid City, SD 57701 USA	LAJAC Partners, LLC, John Adam Crockett
TN	Bearden	(865) 394-6146	6477 Kingston Pike, Knoxville, TN 37919 USA	*and**Rareagle, LLC., KevinO'Beirne
TN	Belle Meade	(615) 266-4349	7043 Us-70S, Unit C, Nashville, TN 37221 USA	UBIFINCALLC, Alex Casanova
TN	Brentwood	(615) 928-8108	101 Creekside Crossing, Suite 1750, Brentwood, TN 37027 USA	*and**P&C Investment Group, LLC, Jonathan Scott Phillips
TN	Clarksville	(931) 378-7879	1825 Madison Street, Suite B, Clarksville, TN 37043 USA	**UBREAKIFIX 610 LLC, Christopher J. Burch
TN	Cleveland	(423) 464-5242	694 Paul Huff Parkway, Cleveland, TN 37312 USA	*Rareagle, LLC, KevinO'Beirne
TN	Cool Springs	(615) 614-3766	1735 Galleria Blvd. #1080, Franklin, TN 37067 USA	*and**P&C Investment Group, LLC, Jonathan Scott Phillips
TN	Germantown	(901) 482-9911	7464 Winchester Road, #104, Memphis, TN 38125 USA	*Lawson III, LLC, Marc L. LawsonJr.
TN	Hermitage	(615) 915-1698	5225 Old Hickory Blvd., Hermitage, TN 37076 USA	*Rareagle, LLC, Kevin O'Beirne
TN	Hixson	(423) 206-9196	5211 Highway 153, Suite 109, Hixson, TN 37343 USA	*and**Rareagle, LLC, Kevin O'Beirne
TN	Jackson TN	(731) 664-8852	1081 Vann Drive, Suite 115, Jackson, TN 38305 USA	UBREAKIFIX 610 LLC, Christopher J. Burch
TN	Johnson City	(423) 431-8077	1150 West Side of Franklin Road, Johnson City, TN 37604 USA	*and**Lawson III, LLC, Marc L.Lawson Jr.
TN	Memphis	(901) 482-9911	3462 Plaza Avenue, Unit K-9, Memphis, TN 38111 USA	*Lawson III, LLC, Marc L. Lawson Jr.
TN	Mt Juliet	(615) 800-8252	650 South Mt. Juliet Road, Suite 110, Mt. Juliet, TN 37122 USA	*and**UBIF Mt Juliet, LLC., Kevin O'Beirne
TN	Murfreesboro	(615) 203-5713	2222 Medical Center Pkwy, Murfreesboro, TN 37129 USA	*and**P&C Investment Group, LLC., Jonathan Scott Phillips
TN	Powell	(865) 859-0518	2411 Callahan Drive, Knoxville, TN 37912 USA	*UBIF Powell, LLC, Kevin O'Beirne
TN	Smyrna TN	(615) 984-4313	432 Sam Ridley Parkway, Suite 432, Smyrna, TN 37167 USA	*UBIF Mt Juliet, LLC., KevinO'Beirne
TN	Spring Hill	(931) 451-7981	1008 Crossings Blvd., Spring Hill, TN 37174 USA	**P&C Investment Group, Inc., Jonathan Scott Phillips
TN	Turkey Creek	(865) 288-4091	11133 Parkside Drive, Knoxville, TN 37934 USA	*UBIF Turkey Creek, LLC, Kevin O'Beirne
TN	Wolfchase	(901) 482-9911	8075 Giacosa Place, Suite 102, Memphis, TN 38133 USA	*and**Lawson III, LLC, Marc L.Lawson Jr.
TX	281Bitters	(210) 474-0054	226 W Bitters Road, Suite #105, San Antonio, TX 78216 USA	*Hotchkiss Ventures, LLC, JasonPatrick Hotchkiss
TX	Bandera	(210) 396-7113	11860 E Bandera Road, Suite 860, San Antonio, TX 78023 USA	*Hotchkiss Ventures, LLC, JasonPatrick Hotchkiss
TX	Bouldin	(512) 487-5545	2210 S 1st Street, Unit M, Austin, TX 78704 USA	*and**UBIF City Base, Co., Brandon McNew
TX	Cedar Park	(512) 456-7156	1335 E. Whitestone Boulevard 5B, Cedar Park, TX 78613 USA	*and**Bluewater Northstar L.L.C., Gustavo Viegas Reichardt
TX	Cinco Ranch	(281) 868-3600	6825 S Fry Road, Suite 300, Katy, TX 77494 USA	*Verdas Enterprises LLC, Mark Wallis
TX	Coppell	(972) 777-4727	171 N Denton Tap Road, Suite 400, Coppell, TX 75019 USA	On Demand Services LLC, Asif Noorani

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Cypress	(281) 758-1317	17515 Spring Cypress Road, Suite H, Cypress, TX 77429 USA	*and**Avila Tech Investments, Inc., Antonio D. Avila
TX	Downtown Austin	(512) 770-1060	501 W 15th Street, Austin, TX 78701 USA	*UBIF DT SATX Co., BrandonMcNew
TX	Edinburg	(956) 329-1080	1616 W University Avenue, Edinburg, TX 78539 USA	*On Demand Services LLC, Asif Noorani
TX	Frisco	(214) 407-8550	3333 Preston Road #106, Frisco, TX 75034 USA	*and**Sairam Electronics LLC, Sameet Patel
TX	Garland	(469) 808-7599	5129 N Garland Avenue, Suite 250, Garland, TX 75040 USA	**On Demand Services LLC, Asif Noorani
TX	Hobby Area	(832) 667-8691	11550 Gulf Freeway, Suite C, Houston, TX 77034 USA	**MEGA2ZETTA, LLC, Rogelio Marroquin
TX	Huebner Oaks	(210) 626-8762	11075 Interstate 10 Frontage Road, San Antonio, TX 78230 USA	**e-Renew Solutions, Corp., Eric JFlores
TX	Katy	(281) 206-7750	19859 Katy Freeway, Suite C, Houston, TX 77094 USA	*and**Verdas Enterprises LLC, Mark Wallis
TX	Lake Jackson	(979) 266-9599	201 Highway 332 W, Suite 1200, Lake Jackson, TX 77566 USA	SalaxyCell LLC, Makki Makki
TX	League City	(281) 967-7671	2950 Gulf Freeway S, League City, TX 77573 USA	MEGA2ZETTA, LLC, Rogelio Marroquin
TX	Leon Springs	(210) 562-3734	24200 W IH 10 West, Suite 116, San Antonio, TX 78257 USA	*and**UBIF Leon Springs, Co.,Brandon McNew
TX	Lower Greenville	(469) 872-0094	6121 Greenville Avenue, Dallas, TX 75206 USA	On Demand Services LLC, Asif Noorani
TX	Memorial	(832) 649-8157	9323 Katy Freeway #C, Houston, TX 77024 USA	*and**Verdas Enterprises LLC, Mark Wallis
TX	Meyerland	(832) 433-7865	4664 Beechnut Street, Houston, TX 77096 USA	**SalaxyCell LLC, Makki Makki
TX	Midwest Houston	(713) 808-9974	8350 Westheimer Road, Houston, TX 77063 USA	**SalaxyCell LLC, Makki Makki
TX	New Braunfels	(830) 627-4207	156 State Highway 46, Suite 150, NewBraunfels, TX 78130 USA	**UBIF NBTX Co., Eric J Flores
TX	New Forest	(281) 609-8243	5805 E Sam Houston Parkway, Suite E, Houston, TX 77049 USA	**On Demand Services LLC, Asif Noorani
TX	Rosenberg	(346) 545-4100	6726 Reading Road, Suite 120, Rosenberg, TX 77471 USA	Verdas Enterprises LLC, Mark Wallis
TX	Round Rock	(737) 738-5750	2711 La Frontera Blvd., Suite 230, Round Rock, TX 78681 USA	Bluewater Swiftsmen L.L.C., Gustavo Viegas Reichardt
TX	San Marcos TX	(512) 667-7297	200 Springtown Way, Suite 112, San Marcos, TX 78666 USA	UBIF SMTX Co., Eric J. Flores
TX	Selma (The Forum)	(210) 566-3090	8251 Agora Parkway, Suite 103, Selma, TX 78154 USA	**UBIF 38 Co., Eric J. Flores
TX	South El Paso	(915) 304-0739	1331 George Dieter Drive, Unit #F, El Paso, TX 79936 USA	*On Demand Services LLC, Asif Noorani
TX	South McAllen	(956) 800-4057	1400 E Expressway 83, Suite 120, McAllen, TX 78503 USA	*South Texas Techie Repair LLC, Rene Jackson Jr.
TX	Stone Oak	(210) 402-0705	18822 Stone Oak Parkway, Suite 102, San Antonio, TX 78258 USA	Saenz UBIF, LTD., Ray Saenz
TX	Sugarland	(281) 201-2176	1930 Highway 6, Suite A, Sugarland, TX 77479 USA	On Demand Services LLC, Asif Noorani
TX	Tomball	(281) 547-8095	14215 FM 2920 Road, Suite 101, Tomball, TX 77377 USA	*and**Avila Tech Venture, Inc., Antonio D. Avila

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Tyler	(903) 787-5052	6721 S Broadway, Suite 100, Tyler, TX 75703 USA	*Infinity Satellite Corp., Matthew Aaron Troyer
TX	West Chase	(346) 355-1155	13421 Westheimer Road, Suite C, Houston, TX 77082 USA	On Demand Services LLC, Asif Noorani
TX	West Plano	(972) 519-9990	6205 Coit Road, Suite 336, Plano, TX 75024 USA	On Demand Services LLC, Asif Noorani
TX	Willowbrook	(346) 355-1155	7610-A Cypress Creek Parkway, Houston, TX 77070 USA	Verdas Enterprises LLC, MarkWallis
UT	Lehi	(801) 331-8561	101 North 1200 East, Suite A-4, Lehi, UT 84043 USA	iRepair Smartphones LLC,Hyle Erwin
UT	Provo	(801) 691-1653	2255 N University Parkway, Suite 50, Provo, UT 84604 USA	iRepair Smartphones LLC,Hyle Erwin
UT	Sandy	(801) 413-2863	9281 Village Shop Drive, Sandy, UT 84094 USA	iRepair Smartphones LLC, Hyle Erwin
UT	South Jordan	(801) 727-9800	11426 S Parkway Plaza Drive, Suite 200, South Jordan, UT 84095 USA	iRepair Smartphones LLC, Hyle Erwin
UT	St. George	(435) 879-3350	245 Red Cliff Drive, Unit 20, St. George, UT 84790 USA	**H&G Enterprises, LLC, HemanSmith
VA	Brandermill	(804) 293-4143	4672 Commonwealth Center Parkway, Midlothian, VA 23112 USA	*CMAV-Brandermill, LLC, Charles M. Allen
VA	Christiansburg	(540) 617-6200	2611 Market Street NE, Unit C1, Christiansburg, VA 24073 USA	Mountain Repair LLC, Gregory Robert Lee
VA	Colonial Heights	(804) 805-8646	1052 Temple Avenue, Colonial Heights, VA 23834 USA	*and **CMAV-Colonial Heights, LLC, Charles M. Allen
VA	Fair Lakes	(703) 828-6442	4471 Market Commons Drive, Fairfax,VA 22033 USA	*and**VillaSix, Inc., Brenda Johnston Villacres
VA	Gainesville VA	(571) 248-0462	7443 Linton Hall Road, Gainesville, VA 20155 USA	*VillaSix, Inc., Brenda JohnstonVillacres
VA	Glen Allen	(804) 709-1960	1090 Virginia Center Parkway, Suite 107, Glen Allen, VA 23059 USA	*and **CMAV-Virginia Center, LLC, Charles M. Allen
VA	Herndon	(703) 817-2276	2465 Centreville Road, Herndon, VA 20171 USA	*VillaSix, Inc., Brenda Johnston Villacres
VA	Leesburg	(703) 737-9460	1604 Village Market Blvd SE,Suite P-115, Leesburg, VA 20175 USA	*UBIF DMV, LLC, Konah Terry
VA	Midlothian	(804) 805-5909	11545 Busy Street, Richmond, VA 23236 USA	*and **CMAV-Midlothian, LLC, Charles M. Allen
VA	Roanoake	(540) 900-5510	4750 Valley View Blvd. NW, Suite 70, Roanoake, VA 24012 USA	Mountain Repair LLC, Gregory Robert Lee
VA	Short Pump	(804) 562-2648	11571 US-250, Henrico, VA 23233 USA	*and**CMAV-Short Pump, LLC,Charles M. Allen
VA	Stafford	(540) 628-0499	364 Garrisonville Road #123, Stafford, VA 22556 USA	Summerlin Four Group, LLC,Thomas J. Summerlin IV
VA	Winchester	(540) 313-4544	151 Market Street, Winchester, VA 22603 USA	QUART Consulting Services, LLC, Marcus Thomas
WA	Everett	(425) 292-7100	505 SE Everett Mall Way, Suite 7, Everett,WA 98208 USA	*and**iDoctor Cell Phone and Tablet Repair LLC, Glenn McLoughlin
WA	Lake Stevens	(425) 418-6050	7315 10th Street SE #101, Lake Stevens, WA 98258 USA	*iDoctor Cell Phone and TabletRepair LLC, Glenn McLoughlin
WA	Lynnwood	(425) 549-3131	3105 Alderwood Mall Blvd, Suite 116, Lynnwood, WA 98036 USA	*iDoctor Cell Phone and TabletRepair LLC, Glenn McLoughlin
WA	Millplain	(360) 295-1444	16320 SE Mill Plain Blvd. #103, Vancouver, WA 98683 USA	*and**Smart Mobile Techs, LLC, George Kalmomiris

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
WA	Smokey Point	(425) 818-8887	3411 169th Place NE, Arlington, WA 98223 USA	*iDoctor Cell Phone and TabletRepair LLC, Glenn McLoughlin
WI	Beloit	(608) 312-2134	2600 Branigan Road, Suite D, Beloit, WI 53511 USA	**Stellar Innovations LLC, Scott Wasemiller
WI	Eau Claire	(715) 227-9887	5314 Prill Road, Eau Claire, WI 54701 USA	*Fast Phone Repair LLC, James Gorecki
WI	Janesville	(608) 743-9550	2811 Milton Avenue, Suite 160, Janesville, WI 53545 USA	**Stellar Innovations LLC, Scott Wasemiller
WI	Waukesha	(262) 349-9069	1170 W Sunset Drive, Suite E-110, Waukesha, WI 53189 USA	UBIF 88, LLC, Alexander Mitchell-Wright
WV	Martinsburg	(304) 901-5862	171 Retail Common Parkway, Suite D003, Martinsburg, WV 25403	*QUART Consulting Services, LLC, Marcus Thomas

** Indicates franchisee is an Area Developer*
*** Indicates franchisee with Store and Mobile Unit(s)*

COMPANY AND AFFILIATE-OWNED LOCATIONS - USA AS OF DECEMBER 31, 2022

State	Store Name	Store Phone	Store Address	Owner/Contact Person
AL	Birmingham	(205) 408-1333	5492 US-280, Birmingham, AL 35242 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AL	Daphne	(251) 625-8556	6935 US Highway 90, Suite 104, Daphne, AL 36526 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AL	Gardendale	(205) 608-8115	439 Fieldstown Road, Suite 109, Gardendale, AL 35071 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AL	Homewood	(205) 870-8858	1919 28th Avenue S #141, Homewood, AL 35209 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
AL	Mobile	(251) 300-8340	5701 Old Shell Road, Suite 200, Mobile, AL 36608 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
AL	South Birmingham	(205) 402-9592	3728 Lorna Road, Birmingham, AL 35216 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
AL	Trussville	(205) 661-0299	1423 Gadsden Highway #117, Birmingham, AL 35235 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AL	Tuscaloosa	(205) 247-9933	505-D 15th Street E, Tuscaloosa, AL 35401 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AR	Fayetteville AR	(479) 332-3062	3931 N Shiloh Drive, Fayetteville, AR 72703 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Ahwatukee	(480) 656-0446	4802 E Ray Road, Suite F, Phoenix, AZ 85044 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Chandler	(480) 857-1499	3401 W Frye Road #8, Chandler, AZ 85226 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Happy Valley	(623) 444-4469	2501 West Happy Valley Rd., #32-1100, Phoenix, AZ 85027 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	North Valley	(602) 843-7002	16838 N 7th Street #1, Phoenix, AZ 85022 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Peoria	(623) 334-4349	7369 W Bell Road, Suite 5, Peoria, AZ 85382 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Phoenix	(602) 274-1212	1645 East Camelback Road, Suite 104, Phoenix, AZ 85016 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	South Peoria	(623) 877-0145	9340 W Northern Avenue, Glendale, AZ 85305 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	South Scottsdale	(480) 626-9268	7919 East Thomas Road, Suite 105, Scottsdale, AZ 85257 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Superstition Springs	(480) 405-5847	1545 S Power Road, Suite 109, Mesa, AZ 85206 USA	Asurion UBIF Franchise, LLC, Ebony Harris
AZ	Surprise	(623) 225-7347	14155 W Bell Road #111, Surprise, AZ 85374 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Anaheim Hills	(657) 439-5500	5675 E La Palma Avenue, Suite 198, Anaheim, CA 92807 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Brea	(562) 282-8982	403 W Imperial Highway, Suite J, Brea, CA 92821 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Camden	(408) 796-7760	2025 Camden Avenue, San Jose, CA 95124 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CA	Corona	(951) 393-6700	434 N Main Street, Suite 101, Corona, CA 93880 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Culver City	(310) 842-3997	9000 Venice Blvd., Culver City, CA 90232 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Cupertino	(408) 255-5522	10095 A Saich Way, Cupertino, CA 95014 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Dublin	(925) 999-4550	4460 Tassajara Road, Suite C, Dublin, CA 94568 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Encino	(818) 616-4842	17139 Ventura Boulevard, Encino, CA 91316 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Fremont	(510) 573-1777	43506 Christy Street, Fremont, CA 94538 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Fullerton	(714) 681-7256	136 W Orangethorpe Avenue, Fullerton, CA 92832 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Glendale	(747) 240-6262	331 N Brand Blvd., Glendale, CA 91203 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Lake Forest	(949) 203-1700	23600 El Toro Road, Suite P1-D, Lake Forest, CA 92630 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Marina Del Rey	(310) 306-0183	4288 Lincoln Boulevard, Marina del Rey, CA 90292 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Moreno Valley	(951) 842-6400	12980 Day Street, Suite 103, Moreno Valley, CA 92553 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Oxnard	(805) 988-5808	2381 Oxnard Blvd. Suite B, Oxnard, CA 93036 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Rancho Mirage	(760) 878-4478	34151 Monterey Avenue, Suite 101, Rancho Mirage, CA 92270 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Redlands	(909) 801-3008	9980 Alabama Street, Suite C, Redlands, CA 92374 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Santa Clara	(408) 246-1743	2014 El Camino Real, Santa Clara, CA 95050 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Simi Valley	(805) 210-5555	2874 Cochran Street, Simi Valley, CA 93065 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	South Coast	(714) 662-2022	3611 Bristol Street, Suite A, Santa Ana, CA 92704 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	The Plant	(408) 899-4060	1 Curtner Avenue, San Jose, CA 95125 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Thousand Oaks	(805) 379-5004	654 E Thousand Oaks Blvd., Thousand Oaks, CA 91360 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CA	Torrance	(310) 212-0050	2455 Sepulveda Blvd., Unit E, Torrence, CA 90501 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Union City	(510) 694-6550	1748 Decoto Road, Union City, CA 94587 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CA	Ventura	(805) 642-1808	6048 Telegraph Road, Ventura, CA 93003 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CO	Arvada	(720) 398-9770	7955 Wadsworth Blvd., Arvada, CO 80003 USA	**Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
CO	Centennial	(303) 799-3814	8375 South Willow Street, Suite 210, Lone Tree, CO 80124 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Colorado Springs	(719) 528-7054	6912 N Academy Blvd., Colorado Springs, CO 80918 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
CO	Colorado Springs South	(719) 358-8590	1587 E Cheyenne Mountain Blvd., Colorado Springs, CO 80906 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Denver	(720) 941-0444	2424 East 3rd Avenue, Denver, CO 80206 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Fort Carson	(719) 960-5560	6110 Martinez Street, Fort Carson, CO 80913 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Fort Collins	(970) 226-8652	3531 South College Avenue, Fort Collins, CO 80525 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Highlands Ranch	(303) 471-5718	9315 Dorchester Street, Highlands Ranch, CO 80129 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Longmont	(303) 776-6693	316 Main Street, Longmont, CO 80501 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CO	Southglenn	(303) 484-1842	5910 S University Blvd, Suite A-5, Greenwood Village, CO 80121 USA	Asurion UBIF Franchise, LLC, Ebony Harris
CT	Groton	(860) 326-3097	220 Route 12, Suite 8A, Groton, CT 06340 USA	Asurion UBIF Franchise, LLC, Ebony Harris
DE	Dover	(302) 747-2141	1001 N Dupont Highway, Suite 1005, Dover, DE 19901 USA	Asurion UBIF Franchise, LLC, Ebony Harris
DE	Newark DE	(302) 444-9290	144 E Main Street, Newark, DE 19711 USA	Asurion UBIF Franchise, LLC, Ebony Harris
DE	Wilmington DE	(302) 252-9065	3208 Kirkwood Highway, Wilmington, DE 19808 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Carrollwood	(813) 968-8900	12819 N Dale Mabry Highway, Tampa, FL 33618 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Cutler Bay	(786) 429-1536	18962 S Dixie Highway, Miami, FL 33157 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	DeLand	(386) 279-0559	1702 N Woodland Blvd., Suite 112, DeLand, FL 32720 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Deltona	(386) 561-9288	3140 Howland Blvd., Deltona, FL 32725 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Dr. Phillips	(407) 757-0740	7600 Dr. Phillip's Blvd. #96, Orlando, FL 32819 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	East Orlando	(407) 243-9994	11779 East Colonial Drive, Orlando, FL 32817 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	Fort Lauderdale	(954) 916-7525	1011 North Federal Highway, Fort Lauderdale, FL 33304 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Gainesville	(352) 505-6834	2950 Southwest Archer Road, Gainesville, FL 32608 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Hallandale	(954) 589-2455	730 W Hallandale Beach Blvd. #111, Hallandale, FL 33009 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Kendall	(305) 270-0990	8719 Southwest 124th Avenue, Miami, FL 33183 USA	**Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
FL	Kissimmee	(407) 483-7809	684 Centerview Blvd., Kissimmee, FL 34741 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Lake Mary	(407) 430-4000	3887 West Lake Mary Blvd. #1001, Lake Mary, FL 32746 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Melbourne	(321) 802-5787	225 Palm Bay Road NE, Suite 191, Melbourne, FL 32904	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Miami Lakes	(786) 558-9354	6853 Main Street, Miami Lakes, FL 33014 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	New Port Richey	(727) 777-4050	9686 US Highway 19, New Port Richey, FL 34668 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	North Fort Lauderdale	(954) 765-6790	979 E Commercial Blvd., Oakland Park, FL 33334 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	North Miami	(305) 627-3043	13720 Biscayne Blvd., North Miami Beach, FL 33181 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Ocoee	(321) 270-0600	10159B W Colonial Drive, Ocoee, FL 34761 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	Orlando	(407) 545-4141	5833 S Goldenrod Road, Orlando, FL 32822 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	Ormond Beach	(386) 944-9744	1185 W Granada Blvd. #8, Ormond Beach, FL 32174 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Palm Coast	(386) 264-6398	298 Palm Coast Parkway NE, Suite 703, Palm Coast, FL 32137 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Palm Harbor	(727) 223-9258	32522 US Highway 19 N, Palm Harbor, FL 34683 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Pembroke Pines	(954) 435-1540	1800 Northwest 122nd Terrace, Pembroke Pines, FL 33026 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Plantation	(954) 533-5842	1463 South University Drive, Plantation, FL 33324 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Poinciana	(407) 483-7809	4634 Pleasant Hill Road, Kissimmee, FL 34759 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Royal Palm	(561) 422-2200	300 S State Road 7, Royal Palm Beach, FL 33411	Asurion UBIF Franchise, LLC, Ebony Harris
FL	SODO	(407) 704-6914	2653 South Orange Avenue, Suite 1001, Orlando, FL 32806 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	South Miami	(305) 665-6936	7204 SW 59th Avenue, South Miami, FL 33143 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
FL	Tampa	(813) 513-5663	4023 W Kennedy Blvd., Suite 1-A, Tampa, FL 33609 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Weston	(954) 909-4367	4507 Weston Road, Weston, FL 3331 USA	Asurion UBIF Franchise, LLC, Ebony Harris
FL	Windermere	(407) 777-4410	6536 Old Brick Road, Suite 100, Windermere, FL 34786 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	Winter Park	(407) 960-7978	1150 South Orlando Avenue, Winter Park, FL 32789 USA	UBIF CORPORATE STORES CO, Ebony Harris
FL	Winter Springs	(321) 765-3600	5946 Red Bug Lake Road, Winter Springs, FL 32708 USA	**UBIF CORPORATE STORES CO, Ebony Harris
GA	Buford	(678) 765-7674	3264 Buford Drive, Suite 90, Buford, GA 30519 USA	**Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
GA	Cumming	(678) 341-9965	515 Peachtree Pkwy #602, Cumming, GA 30041 USA	Asurion UBIF Franchise, LLC, Ebony Harris
GA	Douglasville	(770) 693-0426	2963 GA-5, Douglasville, GA 30135 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
GA	Fort Stewart	(912) 255-6033	345 Lindquist Road, Building 71, Fort Stewart, GA 31314 USA	Asurion UBIF Franchise, LLC, Ebony Harris
GA	Hiram	(770) 672-7719	5739 Wendy Bagwell, Unit 105, Hiram, GA 30141 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
GA	Midtown Atlanta	(470) 579-2673	860 Peachtree Street NE, Suite C, Atlanta, GA 30308 USA	Asurion UBIF Franchise, LLC, Ebony Harris
GA	Tucker	(678) 691-3568	4316 Lawrenceville Highway, Suite 130, Tucker, GA 30084 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IA	Ames	(515) 423-4238	703 S Duff Avenue #108A, Ames, IA 50010 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IA	Ankeny	(515) 423-4238	2310 SE Delaware Avenue, Suite H, Ankeny, IA 50021 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IA	Cedar Rapids IA	(319) 320-6138	2300 Edgewood Road, Suite D, Cedar Rapids, IA 52404 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IA	Davenport	(563) 214-0707	2828 E 53rd Street, Davenport, IA 52807 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IA	West Des Moines	(515) 423-4238	5010 Mills Civic Parkway, Suite 110, West Des Moines, IA 50266 USA	Asurion UBIF Franchise, LLC, Ebony Harris
ID	Meridian	(208) 917-7100	3355 E Fairview Avenue, Meridian, ID 83642 USA	Asurion UBIF Franchise, LLC, Ebony Harris
ID	Nampa	(208) 205-9550	16375 North Merchant Way, Nampa, ID 83687 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Berwyn	(708) 317-5743	7044 Cermak Road, Berwyn, IL 60402 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IL	Bradley	(779) 236-4096	2070 N State Route 50, Suite 200, Bradley, IL 60914 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Chicago	(312) 462-4939	1611 North Clybourn Ave. Floor #2, Chicago, IL 60614 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Gurnee	(224) 944-0625	7105 W Grand Avenue, Gurnee, IL 60031 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	LaGrange	(708) 603-2196	72 South LaGrange Road, LaGrange, IL 60525 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Matteson	(708) 515-9951	4555 211th Street, Suite A, Matteson, IL 60443 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Mokena	(779) 324-5689	11235 West Lincoln Highway, Suite 020, Mokena, IL 60448 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Montgomery	(630) 264-0808	2075 Orchard Road, Montgomery, IL 60538 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Orland Park	(708) 400-8021	15845 Harlem Avenue, Orland Park, IL 60462 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Plainfield	(815) 782-8284	13511 S Route 59, Suite 107, Plainfield, IL 60544 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
IL	River North	(312) 776-1039	106 W Chicago Avenue, Chicago, IL 60654 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Rogers Park	(773) 564-4387	7459 N Clark Street, Chicago, IL 60626 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	Schaumburg West	(224) 520-8895	2511 West Schaumburg Road, Schaumburg, IL 60194 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IL	Shorewood	(815) 267-6215	994 Brook Forrest Avenue, Shorewood, IL 60404 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IL	West Town	(312) 547-4994	1465 W Chicago Avenue, Chicago, IL 60642 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IN	Crown Point	(219) 299-7959	864 N Superior Drive, Crown Point, IN 46307 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IN	Fort Wayne	(260) 755-3732	6404 W Jefferson Blvd., Suite D, Fort Wayne, IN 46804 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IN	Fort Wayne Coldwater	(260) 387-6513	4419 Coldwater Road, Fort Wayne, IN 46825 USA	Asurion UBIF Franchise, LLC, Ebony Harris
IN	Michigan City	(219) 221-6696	4357 Franklin Street, Suite B, Michigan City, IN 46360 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IN	Muncie	(765) 896-9441	1126 W McGalliard Road, Muncie, IN 47303 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
IN	Schererville	(219) 595-0037	2305 Main Street, Unit B2, Highland, IN 46322 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KS	Derby	(316) 285-0055	1700 N Rock Road, Suite 200, Derby, KS 67037 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KS	East Wichita	(316) 285-0055	2350 N Greenwich Road, Suite 800, Wichita, KS 67226 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KS	Lawrence	(785) 371-0654	520 W 23rd Street, Lawrence, KS 66046 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KS	Lenexa	(913) 674-0995	11906 W 95th Street, Lenexa, KS 66215 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KS	Olathe	(913) 369-4870	11937 S Strang Line Road, Olathe, KS 66062 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KS	Overland Park	(913) 203-4492	6988 W 135th Street, Overland Park, KS 66223 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KS	West Wichita	(316) 285-0055	583 S West Street, Suite 100B, Wichita, KS 67213 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KS	Wichita	(316) 285-0055	2441 North Maize Road, Suite 1503, Wichita, KS 67205 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KY	Florence	(859) 869-0559	6805 Houston Road, Suite 300, Florence, KY 41042 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KY	Jeffersontown	(502) 742-9843	1979 S Hurstbourne Parkway, Louisville, KY 40220 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KY	Lexington KY	(859) 286-8181	2380 Norman Lane, Suite 134, Lexington, KY 40503 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
KY	Louisville	(502) 822-7845	6801 Dixie Highway, Suite 163, Louisville, KY 40258 USA	Asurion UBIF Franchise, LLC, Ebony Harris
KY	Newport	(859) 261-1726	52 Carothers Road,	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
			Newport, KY 41071 USA	
MA	Burlington	(617) 475-5007	75 Middlesex Turnpike, Room 3005, Burlington, MA 01803	Asurion UBIF Franchise, LLC, Ebony Harris
MA	Cambridge	(617) 440-7414	950 Massachusetts Avenue, Cambridge, MA 02139 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MA	Cape Cod	(508) 827-3000	769 Iyannough Road N198, Hyannis, MA 02601 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MA	Hudson	(978) 261-3000	7 Highland Commons East, Suite 400, Hudson, MA 01749 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MA	Milford	(617) 646-7297	128 Medway Road, Suite 5, Milford, MA 01757 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MA	Natick	(508) 903-4733	843 Worcester Street, Suite D, Natick, MA 01760 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MA	Northborough	(508) 500-9965	10010 E Shops Way, Northborough, MA 01532 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MA	Saugus	(781) 417-1084	855 Broadway, Suite 3, Saugus, MA 01906 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MD	Brandywine	(301) 782-4352	15816-A Crain Highway, Brandywine, MD 20613 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MD	Easton MD	(443) 258-6043	220 Marlboro Avenue, Suite B, Easton, MD 21601 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MD	Gaithersburg	(240) 654-3142	505 Quince Orchard Road, Unit #4A, Gaithersburg, MD 20878 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MD	Hanover	(240) 512-2886	7690 Dorchester Blvd., Hanover, MD 21076 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MD	Laurel	(301) 776-1857	14712 Baltimore Avenue, Suite #105, Laurel, MD 20726 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MD	Middle River	(443) 648-4443	1470 Martin Blvd., Middle River, MD 21220 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MN	Apple Valley	(952) 300-6818	15050 Cedar Avenue, Suite 116, Apple Valley, MN 55124 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MN	Richfield	(612) 353-6524	7600 Lyndale Avenue S, Suite 700, Minneapolis, MN 55423 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MO	Blue Springs	(816) 249-2002	704 NW Highway 7, Blue Springs, MO 64014 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MO	Joplin	(417) 222-6156	1936 S Rangeline Road, Joplin, MO 64804 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MO	Liberty	(816) 708-4528	107 S Stewart Road, Liberty, MO 64068 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MO	North Kansas City	(816) 656-2210	6270 NW Barry Road, Kansas City, MO 64154 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MO	North Oak Trafficway	(816) 249-2844	4900 N Oak Trafficway, Kansas City, MO 64118 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MO	O'Fallon MO	(636) 696-4062	8600 Mexico Road, O'Fallon, MO 63366 USA	Asurion UBIF Franchise, LLC, Ebony Harris
MO	Raymore	(816) 293-3576	1939 W Foxwood Drive, Raymore, MO 64083 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
MO	Springfield MO	(417) 986-0867	2904 Glenstone Avenue, Springfield, MO 65804 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MO	Ward Parkway	(816) 708-4524	8440 Ward Parkway, Kansas City, MO 64114 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
MS	Oxford	(662) 236-5670	1501 Jackson Avenue W, Suite 111, Oxford, MS 38655 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NC	Charlotte	(704) 341-5227	7510 Pineville-Matthews Road, Suite 11B Charlotte, NC 28226 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NC	Charlotte (Midtown)	(704) 315-5667	601 S Kings Drive, Charlotte, NC 28204 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NC	North Charlotte	(704) 817-3811	9304 Northlake West Drive, Suite C, Charlotte, NC 28216 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NC	Promenade on Providence	(704) 246-8382	5335 Ballantyne Commons Parkway, Suite 250, Charlotte, NC 28277 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NE	Midtown Omaha	(402) 932-0187	3157 Farnam Street, #7103, Omaha, NE 68131 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NE	Northwest Omaha	(402) 858-2299	14919 West Maple Road, Suite 105, Omaha, NE 68116 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NE	West Omaha	(402) 884-7068	16950 Wright Plaza 101, Omaha, NE 68130 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NH	Nashua	(603) 600-8600	274 Daniel Webster Highway, Nashua, NH 03060 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NH	Seabrook	(603) 760-7034	700 Lafayette Road, Seabrook, NH 03874 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Berlin	(856) 809-6593	115 NJ-73 #30, West Berlin, NJ 08091USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Brick	(732) 965-0097	530 Route 70, Brick, NJ 082723 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Bridgewater	(732) 637-2422	610 Commons Way #4325, Bridgewater, NJ 08807 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Carlstadt	(201) 507-0980	711 NJ-17, Carlstadt, NJ 07072 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Chester	(908) 888-2687	153 Route 206 South, Suite 130, Chester, NJ 07930 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Eatontown	(732) 646-2010	310 State Route 36, West Long Branch, NJ 07764 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Englewood	(201) 731-3133	7 East Palisade Avenue, Suite A, Englewood, NJ 07631 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Hamilton Township	(609) 438-4959	145 Market Place Blvd., Unit 19, Hamilton, NJ 08691 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Howell	(848) 299-0719	4705 US Highway 9, Howell, NJ 07731 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Kearny	(201) 997-6542	190 Passaic Avenue, Kearny, NJ 07032USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Moorestown	(856) 382-7029	10 Willow Road, Maple Shade, NJ 08052USA	**Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NJ	Newark	(973) 733-2816	220 Springfield Avenue, Suite B102A, Newark, NJ 07103 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	North Plainfield	(908) 293-2108	116 US-22, North Plainfield, NJ 07060USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Paramus	(201) 500-5830	193 Route 17 South, Paramus, NJ 07652 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Piscataway	(732) 354-4910	1600 Stelton Road, Suite 204, Piscataway, NJ 08854 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Rockaway	(973) 453-6884	321 Mount Hope Avenue, Suite E, Rockaway, NJ 07866 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Toms River	(732) 504-0055	2 NJ-37 W, Suite G-3, Toms River, NJ 08753 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Wayne	(973) 826-1099	57 NJ-23, Wayne, NJ 07470 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NJ	Westwood	(201) 497-6588	225 Westwood Ave, Westwood, NJ 07675 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NM	Albuquerque Northeast	(505) 361-2917	6400 Holly Avenue, Suite J, Albuquerque, NM 87107 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NM	Albuquerque West	(505) 891-1984	3410 State Highway 528 NW, Suite 108, Albuquerque, NM 87114 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Amherst	(716) 436-4272	1330 Niagara Falls Blvd., Tonawanda, NY 14150 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Bethpage	(516) 804-8824	3989 Hempstead Turnpike, Bethpage, NY 11714 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NY	Cheektowaga	(716) 901-0335	3385 Union Road, Suite 150, Cheektowaga, NY 14225 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Dunkirk	(716) 203-7155	3949 Vineyard Drive, Dunkirk, NY 14048 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Greece	(585) 413-1341	2496 W Ridge Road, Rochester, NY 14626 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Hamburg	(716) 240-9530	4408 Milestrip Road, Suite 7, Hamburg, NY 14219 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	New Rochelle	(914) 500-6410	1299 North Avenue, New Rochelle, NY10804 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NY	Niagara Falls	(716) 304-5288	6690 Niagara Falls Blvd., Niagara Falls, NY 14304 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	North Buffalo	(716) 646-8244	2290 Delaware Avenue, Buffalo, NY 14216 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Pittsford	(585) 203-1826	3349 Monroe Avenue #46, Rochester, NY 14618 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Rockville Centre	(516) 766-5400	44 North Village Avenue, Rockville Centre, NY 11570 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Scarsdale	(914) 768-9010	745 Central Park Avenue, Scarsdale, NY10583 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
NY	Victor	(585) 433-8100	400 Commerce Drive, Suite 800, Victor, NY 14564 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
NY	West Seneca	(716) 671-5602	1018 Union Road, West Seneca, NY 14224 USA	Asurion UBIF Franchise, LLC, Ebony Harris
NY	Williamsville	(716) 428-3835	7980 Transit Road, Williamsville, NY 14221 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
OH	Akron	(330) 913-2036	762 Arlington Ridge #307, Akron, OH 44312 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
OH	Cincinnati	(513) 697-9900	4766 Fields Ertel Road, Cincinnati, OH 45249 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	Columbus	(614) 914-6204	790 Bethel Road, Columbus, OH 43214 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
OH	Eastgate	(513) 752-0300	4450 Eastgate S Drive #230, Cincinnati, OH 45245 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	Fairfield	(513) 860-1306	6775 Dixie Highway, Fairfield, OH 45104 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	Gahanna	(614) 532-5635	121 Mill Street, Suite 116, Columbus, OH 43214 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	Hilliard	(614) 219-1389	5319 Westpointe Plaza Drive, Columbus, OH 43228 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	Kenwood	(513) 793-9111	7338 Kenwood Road, Cincinnati, OH 46142 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
OH	Stow	(234) 863-4825	4332 Kent Road, Unit 200, Stow, OH 44224 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OH	West Chester Township	(513) 755-2222	7842 Cox Road, West Chester, OH 45069 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OK	Quail Springs	(405) 832-9982	14221 N Pennsylvania Avenue, Suite B, Oklahoma City, OK 73134 USA	Asurion UBIF Franchise, LLC, Ebony Harris
OK	Tulsa Promenade	(918) 984-4584	5503 East 41st Street, Tulsa Promenade, OK 74135 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
OK	Tulsa Woodland Hills	(918) 927-3330	7103 S Memorial Drive, Tulsa, OK 74133 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Center City	(215) 861-8169	1128 Walnut Street #100B, Philadelphia, PA 19107 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Center Valley	(610) 214-2228	2845 Center Valley Parkway, Center Valley, PA 18034 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
PA	Cranberry Township	(724) 553-7374	1713 Route 228, Suite B-2, Cranberry Township, PA 16066 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Easton	(610) 419-0130	4743 Freemansburg Ave, Unit E-104, Easton, PA 18045 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Exton	(484) 879-4162	133 West Lincoln Highway, Exton, PA 19341 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	King of Prussia	(484) 580-6115	157 E Swedesford Road, Wayne, PA 19087 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Langhorne	(215) 478-9002	1293 Lincoln Highway, Levittown, PA 19056 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Monaca	(724) 709-2993	90 Wagner Road, Unit 3, Monaca, PA 15061 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Monroeville	(412) 816-1100	3452 William Penn Highway, Pittsburgh, PA 15235 USA	**Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
PA	Montgomeryville	(215) 692-1184	917 Bethlehem Pike, North Whales, PA 19454 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	North Hills	(412) 837-2214	4885 McKnight Road, Suite 20, Pittsburgh, PA 15228 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
PA	Philadelphia Northeast	(215) 856-3398	1619 Grant Ave Unit 6A, Philadelphia, PA 19115 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
PA	Pittsburgh	(412) 709-6618	4718 Liberty Avenue, Pittsburgh, PA 15224 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Robinson	(412) 788-4820	900 Settlers Ridge Center Drive, Pittsburgh, PA 15205 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Royersford	(484) 932-8093	70 Buckwalter Road, Suite 950, Royersford, PA 19468 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
PA	South Hills	(412) 344-1001	3233 West Liberty Avenue, Pittsburgh, PA 15216 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	Springfield	(484) 445-4711	1150 Baltimore Pike #19, Springfield, PA 19064 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
PA	Washington PA	(724) 206-7239	12 Old Mill Blvd., Suite 20, Washington, PA 15301 USA	Asurion UBIF Franchise, LLC, Ebony Harris
PA	York	(223) 848-3669	303 Arsenal Road, Suite C, York, PA 17402 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
SC	North Charleston	(854) 999-9068	6650 Rivers Avenue, North Charleston, SC 29418 USA	Asurion UBIF Franchise, LLC, Ebony Harris
SC	Rock Hill	(803) 203-6255	760 Cherry Road, Rock Hill, SC 29730 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TN	Gulch	(615) 750-8601	120 11th Avenue N, Suite 101, Nashville, TN 37203 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TN	Hendersonville	(615) 988-0349	112 C Saundersville Road C-322, Hendersonville, TN 37075 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
TX	Addison	(972) 474-3374	5920 Belt Line Road, Suite 315, Dallas, TX 75248 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Alamo Heights	(210) 826-1388	4714 Broadway Street, San Antonio, TX78209 USA	UBIF CORPORATE STORES CO, Ebony Harris
TX	Amarillo	(806) 367-5323	3240 S Soncy Road, Suite 400, Amarillo, TX 79124 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Atascocita	(281) 318-7763	19250 W Lake Houston Parkway, Suite J, Atascocita, TX 77346 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Baytown	(281) 837-7529	5623 Garth Road, Suite 145, Baytown, TX 77521 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Beaumont	(409) 347-8810	4031 Dowlen Road, Beaumont, TX 77706 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Blanco	(210) 340-0046	6993 Blanco Road, San Antonio, TX 78216 USA	**UBIF CORPORATE STORES CO, Ebony Harris
TX	Burleson	(682) 703-1189	1351 SW Wilshire Blvd., Burleson, TX 76028 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Cedar Hill	(469) 454-4240	425 E Pleasant Run Road, Suite 249, Cedar Hill, TX 75104 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	City Base Landing	(210) 254-9339	3322 SE Military Dr. #102, San Antonio, TX 78223 USA	UBIF CORPORATE STORES CO, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Conroe	(936) 703-1095	1403 N Loop 336 West, Suite B-2, Conroe, TX 77304 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Flower Mound	(469) 671-2820	2704 Cross Timbers, Suite 122, Flower Mound, TX 75028 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Fort Hood	(254) 699-6314	Building 4250, Clear Creek Road, Fort Hood, TX 76544 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Grand Prairie	(469) 660-1555	3154 State Highway 161 #610, Grand Prairie, TX 76065 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
TX	Lake Worth	(817) 237-8200	6060 Azle Avenue, Suite 600, Lake Worth, TX 76135 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
TX	Mansfield	(615) 316-8522	2891 Matlock Road #105, Mansfield, TX 76063 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	McKinney	(214) 548-5915	1920 Eldorado Parkway, Suite 600, McKinney, TX 75069 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Mesquite	(469) 221-213	1100 N Town E Blvd., Suite 103, Mesquite, TX 75150 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	North Austin	(737) 212-1884	2525 W. Anderson Lane, Austin, TX 78757 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Pasadena TX	(281) 998-0405	5873 Fairmont Parkway, Pasadena, TX 77505 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
TX	Pearland	(713) 436-0848	11200 West Broadway Street, Suite 1430, Pearland, TX 77584 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Plano	(972) 422-5444	1201 E Spring Creek Parkway, Suite C-130, Plano, TX 75074 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Rice Village	(281) 888-6838	5318 Kirby Drive, Houston, TX 77005 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Rockwall	(469) 377-1413	3035 Ridge Road, Suite 104, Rockwall, TX 75032 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	South Arlington	(817) 987-6556	4654 S Cooper Street, Suite 312, Arlington, TX 76017 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	South Austin	(512) 649-1111	9300 S 1-35 Service Road, Austin, TX 78748 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	South Lubbock	(806) 993-4349	7610 Milwaukee Avenue, Suite 100, Lubbock, TX 79424 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Southlake	(682) 900-3100	2140-U East Southlake Blvd., Southlake, TX 76092 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Spring	(832) 663-5679	1660 Louetta Road, Spring, TX 77388 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
TX	The Heights	(832) 538-1360	446 West 19th Street, Houston, TX 77008 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Uptown Dallas	(469) 872-0094	3406 Oak Lawn Avenue, Dallas, TX 75219 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Weatherford	(682) 804-6381	1962 S Main Street, Weatherford, TX 76086 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	Webster	(281) 724-9711	400 W Bay Area Blvd., Suite H, Webster, TX 77598 USA	Asurion UBIF Franchise, LLC, Ebony Harris
TX	West Parmer	(512) 215-9590	2406 Parmer Lane, Austin, TX 78727 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
TX	Woodlands	(936) 286-3730	3026 College Park Drive, Suite #B, The Woodlands, TX 77384	Asurion UBIF Franchise, LLC, Ebony Harris
UT	Bountiful	(801) 663-9020	390 North 500 West, Unit 8, Bountiful, UT 84010 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
UT	Harrisville	(801) 920-0512	506 N 325 E, Harrisville, UT 84404 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Alexandria	(571) 970-5490	4656C King Street, Alexandria, VA 22302 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
VA	Davis Ford Crossing	(571) 208-1009	9912 Liberia Avenue, Manassas, VA 20110 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Falls Church	(703) 237-7539	1071 W Broad Street, Falls Church, VA 22046 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
VA	Fredericksburg	(540) 371-3349	1909 Plank Road, Fredericksburg, VA 22401 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
VA	Lynnhaven	(757) 837-0990	664 Phoenix Drive, Virginia Beach, VA 23452 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Newport News	(757) 509-6739	12551 Jefferson Avenue, Unit 259, Newport News, VA 23602 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Pentagon City	(703) 721-6562	1101 S Joyce Street, B-12, Arlington, VA 22202 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Potomac Mills	(703) 910-4932	14066 Shoppers Best Way, Woodbridge,VA 22192 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
VA	Red Mill Commons	(757) 644-4314	2137 Upton Drive #318, Virginia Beach, VA 23454 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Springfield	(703) 313-6100	6701 Loisdale Road, Suite C, Springfield, VA 22150 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Suffolk	(757) 942-1900	2099 Sun Harbour Drive, Suite 110, Suffolk, VA 23435 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Vienna	(571) 459-4200	136-D Maple Avenue W, Vienna, VA 22180 USA	Asurion UBIF Franchise, LLC, Ebony Harris
VA	Volvo	(757) 891-5600	1116 Volvo Parkway, Suite 104, Chesapeake, VA 23320 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Bellevue	(425) 209-4433	13238 NE 20th Street, Suite 350, Bellevue,WA 98005 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
WA	Federal Way	(253) 765-2752	32225 Pacific Highway S, Suite 101, Federal Way, WA 98003 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Issaquah	(240) 818-5337	700 NW Gilman Road, Issaquah, WA 98027 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	JBLM Lewis	(253) 620-9980	5280 Pendleton Avenue, Joint Base Lewis-McChord, WA 98433 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	JBLM McChord	(253) 620-7001	Building 504 Barnes Blvd., McChord AFB, WA 99438 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Olympia	(360) 252-5540	1520 Cooper Point Road, Suite 310, Olympia, WA 98502 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Puyallup	(253) 904-1015	716 Shaw Road E, Suite B, Puyallup, WA 98372 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

State	Store Name	Store Phone	Store Address	Owner/Contact Person
WA	Seattle	(206) 457-4657	4730 University Way NE #101, Seattle, WA 98105 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Silverdale	(360) 535-5001	9990 Mickelberry Road NW, Suite 104, Silverdale, WA 98383 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Tacoma	(253) 620-9557	3801 S Steele Street, Tacoma, WA 98409 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
WA	Tukwilla	(206) 664-5828	387 Strander Blvd., Tukwilla, WA 98188 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WA	Yakima	(509) 426-6035	61128 N Fair Avenue, Suite 113, Yakima, WA 98901 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Appleton	(920) 733-2000	2442 W College Avenue, Appleton, WI 54914 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Brookfield	(262) 439-8579	15375 West Bluemound Road #105, Brookfield, WI 53005 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	East Madison	(608) 665-3884	2810 East Washington Avenue, Madison, WI 53704 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Green Bay	(920) 489-2427	1976 Lime Kiln Road, Green Bay, WI 54311 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Greenfield	(414) 617-1482	7440 W Holmes Avenue, Greenfield, WI 53220 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Kenosha	(414) 617-1482	9755 76th Street, Unit 19, Pleasant Prairie, WI 53158 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
WI	Madison	(608) 630-8746	6118 Mineral Point Road, Madison, WI 53705 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Menomonee Falls	(262) 509-4277	N95W 18419 County Line Road, Menomonee Falls, WI 53051 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Milwaukee	(414) 276-8243	1857 East Kenilworth Place, Milwaukee, WI 53202 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Oshkosh	(920) 479-1716	1010 S Koeller Street, Oshkosh, WI 54902 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Wauwatosa	(414) 316-9907	2751 N. Mayfair Rd., Suite E, Wauwatosa,WI 53222 USA	**Asurion UBIF Franchise, LLC, Ebony Harris
WI	West Bend	(262) 808-3503	1757 S Main Street, West Bend, WI 53095 USA	Asurion UBIF Franchise, LLC, Ebony Harris
WI	Whitefish Bay	(414) 459-3196	109 E. Silver Spring Dr., Suite A, Whitefish Bay, WI 53217 USA	Asurion UBIF Franchise, LLC, Ebony Harris

*** Store and Mobile Unit(s)*

Franchisees with Stores
Not Yet Operational as of December 31, 2022

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
AZ	Tucson	7475 N La Cholla Blvd., #410, Tucson, AZ 85741 USA	*UBIFTUC5, LLC, Saqib "Q" Qureshi	(520) 327-3771
CA	Cerritos	11537 South Street, Suite C, Cerritos, CA 90703 USA	AFG Tech Investment Inc., Khalil Ahmad Bakhtari	(562) 362-6262
CA	Kearney Mesa	5658 Mission Center Road, Suite 304, San Diego, CA 92108 USA	ASA Technologies, Inc., Terra Arzo	(760) 696-8120
CA	National City	9212 Maler Road, San Diego, CA 92129 USA	*Poseidon Investment Inc., Ahmad Bashir	(619) 349-0817
CA	San Clemente	8155 Cargill Avenue #36, San Diego, CA 92122 USA	Allied Repair Services LLC, Nazir Fedahi	(619) 277-5810
CO	Pueblo	1835 Suite A S Pueblo Blvd., Pueblo, CA 81005 USA	Dream Chaserz, LLC, Judy DeVincentis	(970) 209-0223
FL	Vero Beach	5125 20th Street, Suite 106, Vero Beach, FL 32966 USA	*JCLB 2 LLC, James R Ortwein	(954) 465-4686
GA	Peachtree City	1238 N Peachtree Parkway, Peachtree City, GA 30269 USA	*PMH Tech Services, LLC, Gerald White	(678) 545-2016
GA	Rome	435 Turner McCall Blvd. NE, Suite C2, Rome, GA 30165 USA	*Tech Giant ATL Repair LLC, Orly Vincent	(470) 857-4400
GA	Woodcrest	TBD	*Royal Medic LLC, Jihad Hassan	(205) 821-3550
MD	Annapolis	2643 Housley Road, Suite 016B, Annapolis, MD 21401 USA	*KimfixMaryland LLC, Franis Dong Sik Kim	(240) 965-7454
ME	Portland ME	614 Congress Street, Portland, ME 04101 USA	Tardiff Electronics LLC, Edward Tardiff	(207) 877-1998
MI	Saint Joseph	10330 Cottage Park Cove, Fort Wayne, IN 46835 USA	*JJB23 Holdings, Inc., John J. Bailey,Jr.	(269) 775-1910
NC	North Asheville	2 Cardiff Court, Arden, NC 28704 USA	UBIF JMK2 LLC, Jimmy Ray SmithJr	(828) 676-0744
NC	Shelby	125 Mandel Drive, Gastonia, NC 28056 USA	BPVM Repairs LLC, Brian K Matteson	(704) 349-8313
NV	West Summerlin	1000 S Rampart Blvd., Suite 14, Las Vegas, NV 89145 USA	*McWest LLC, Joseph Westling	(725) 525-0025
NY	Cicero	7985 US-11, Cicero, NY 13039 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
NY	Syracuse	3439 W Genessee Street, Suite 100, Syracuse, NY 13219 USA	*Stout Management Group LLC, William Stout	(203) 815-7111
PR	Bayamon	60 Av. RA-o Hondo, Suite B074B, Bayamon, Peurto Rico	*ESCA GROUP LLC, EdgardoGarcia	(787) 333-6044

** Indicates franchisee is an Area Developer*
***Indicates franchisee with Store and Mobile Unit(s)*

State	Provisional Territory	Address	Owner/Contact Person	Contact Number
PR	Caguas #2	P.O. Box 1851, Sabana Seca, PR 00952-1851 USA	*ESCA GROUP LLC, EdgardoGarcia	(787) 333-6044
SC	Hilton Head	14 Campus Drive, East Setauket, NY 11733 USA	Lowcountry Mgt. Corp, Joseph Iaquinta	(516) 373-2455
TX	Denton	7600 N MacArthur Blvd., Suite 105, Irving, TX 75063 USA	*Sairam Electronics LLC, Sameet Patel	(214) 407-8550
TX	Waco	2812 W Loop 340, Suite H-8, Waco, TX 76711 USA	*On Demand Services LLC, Asif Noorani	(254) 732-2549

** Indicates franchisee is an Area Developer*
***Indicates franchisee with Store and Mobile Unit(s)*

FORMER FRANCHISEES AS OF DECEMBER 31, 2022

State	Store Name	Phone	Address	Owner/Contact Person
CA	Downtown LA	(310) 306-0183	3710 Ocean View Avenue, Los Angeles, CA 90066 USA	UBIF BMJT, LLC, Brady Miller
CA	Redding	(530) 598-5296	1734 Dakota Way, Redding, CA 96003 USA	Shasta Repairs, Inc., Andrew Bley
CA	Torrance	(310) 306-0183	3710 Ocean View Avenue, Los Angeles, CA 90066 USA	UBIF BMJT, LLC, Brady Miller
ID	Boise	(208) 392-3349	918 N Britt Place, Meridian, ID 83642 USA	New O, LLC, Scott Baker
ID	Meridian	(208) 392-3349	918 N Britt Place, Meridian, ID 83642 USA	New O, LLC, Scott Baker
ID	Nampa	(208) 392-3349	918 N Britt Place, Meridian, ID 83642 USA	New O, LLC, Scott Baker
IL	Darien	(815) 342-9963	24935 W Renwick Road, Plainfield, IL 60544 USA	La Fevers LLC, Judy LaFevers
IL	Logan Square	(815) 342-9963	2311 N Kimball Ave., Chicago, IL 60647 USA	L & S Logan LLC, Dylan Schaefer
IL	Naperville	(815) 342-9963	24935 W Renwick Road, Plainfield, IL 60544 USA	La Fevers LLC, Judy LaFevers
MD	Hanover	(313) 613-8961	10926 Dappled Grey Way, Upper Marlboro, MD 20772 USA	Infinity Legacy Holdings, Inc., Ameer S McCall
MI	Bloomfield Hills	(810) 775-0900	12005 Fairway Drive, Little Rock, AR 72212 USA	HFF Michigan Holdings, Inc., Joyce Harb**
MI	Kentwood	(989) 572-0123	2580 E Huckleberry Trail, Farwell, MI 48622 USA	Divergence, Inc., Gary Wroblewski
MI	North Grand Rapids	(989) 572-0123	2580 E Huckleberry Trail, Farwell, MI 48622 USA	Divergence, Inc., Gary Wroblewski
MI	Wyoming	(989) 572-0123	2580 E Huckleberry Trail, Farwell, MI 48622 USA	Divergence, Inc., Gary Wroblewski
MN	South Rochester	(507) 722-2102	2986 41st Street NW, Rochester, MN 55901 USA	Fast Phone Repair LLC, James Gorecki**
NC	Durham Southpoint	(919) 609-6027	4209 Newton Hills Way, Cary, NC 27513 USA	Tarheel Mobile Tech, LLC, Carl Westerhold
NY	Ozone Park	(347) 768-2322	663 Liberty Avenue 1F, Brooklyn, NY 11207 USA	Zamora Repair L.L.C., Xavier Zamora
OH	Polaris	(614) 306-4826	950 Farnham Road, Columbus, OH 43220 USA	HFWG Corporation, Thomas J Davidson
OH	University District	(614) 306-4826	950 Farnham Road, Columbus, OH 43220 USA	HFWG Corporation, Thomas J Davidson
PA	Robinson	(412) 680-4123	514 Washington Road, Pittsburgh, PA 15228 USA	UBIF South Hills Co., Samuel Hanley
PA	South Hills	(412) 680-4123	514 Washington Road, Pittsburgh, PA 15228 USA	UBIF South Hills Co., Samuel Hanley
SC	Spartanburg	(864) 909-2502	210 West Cove Road, Chesnee, SC 29323 USA	Mason Unlimited, LLC, Josh Mason
TX	Kyle	(832) 527-6900	1123 Augusta Drive, Richmond, TX 77406 USA	MacAthair, LLC, Scott Heitmann
TX	Pearland	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	UBIF 25, Co., Brian Hess
TX	Rice Village	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 3, Co., Brian Hess
TX	San Marcos TX	(832) 527-6900	1123 Augusta Drive, Richmond, TX 77406 USA	MacAthair, LLC, Scott Heitmann
TX	The Heights	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 2, Co., Brian Hess
TX	Webster	(954) 612-7858	5318 Kirby Drive, Houston, TX 77005 USA	Hess Venture 1, Co., Brian Hess
UT	Lehi	(801) 819-9334	4518 Kestrel Ridge Road, South Jordan, UT 84009 USA	Wells Family Technologies, LLC, Scott Wells
UT	Provo	(801) 819-9334	4518 Kestrel Ridge Road, South Jordan, UT 84009 USA	Wells Family Technologies, LLC, Scott Wells
UT	Sandy UT	(801) 819-9334	4518 Kestrel Ridge Road, South Jordan, UT 84009 USA	Wells Family Technologies, LLC, Scott Wells
UT	South Logan	(801) 819-9334	4518 Kestrel Ridge Road, South Jordan, UT 84009 USA	Wells Family Technologies, LLC, Scott Wells
VA	Carmichael	(757) 390-0230	1986 Rockwood Drive, Chesapeake, VA 23323 USA	Fix IT Electronics, Inc., Suman Pandey
VA	Lynnhaven	(757) 390-0230	1986 Rockwood Drive, Chesapeake, VA 23323 USA	Fix IT Electronics, Inc., Suman Pandey
VA	Red Mill Commons	(757) 390-0230	1986 Rockwood Drive, Chesapeake, VA 23323 USA	Fix IT Electronics, Inc., Suman Pandey
VA	Suffolk	(757) 390-0230	1986 Rockwood Drive, Chesapeake, VA 23323 USA	Fix IT Electronics, Inc., Suman Pandey
VA	Volvo	(757) 390-0230	1986 Rockwood Drive, Chesapeake, VA 23323 USA	Fix IT Electronics, Inc., Suman Pandey

***This franchisee continues to own and operate other UBREAKIFIX/UBREAKIFIX BY ASURION Store(s).*

***This franchisee continues to own and operate other UBREAKIFIX Store(s).*

Exhibit G

Financial Statements

UBIF FRANCHISING CO
Financial Statements
December 31, 2022, 2021, and 2020
With Independent Auditor's Report

withum
ADVISORY TAX AUDIT

UBIF Franchising Co
Table of Contents
December 31, 2022, 2021, and 2020

Independent Auditor's Report	1-2
Financial Statements	
Balance Sheets	3
Statements of Operations and Comprehensive Income (Loss)	4
Statements of Changes in Stockholder's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7-16

withum
ADVISORY TAX AUDIT

INDEPENDENT AUDITOR'S REPORT

To the Stockholder of
UBIF Franchising Co:

Opinion

We have audited the financial statements of UBIF Franchising Co (the "Company"), which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of operations and comprehensive income (loss), changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of UBIF Franchising Co as of December 31, 2022, 2021, and 2020, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of UBIF Franchising Co, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As described in Note 2, the Company adopted Topic 842 - Leases as of January 1, 2021. Prior period amounts have not been adjusted and continue to be reported in accordance with the Company's historic accounting under Topic 840 - Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about UBIF Franchising Co's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

withum

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 UBIF Franchising Co's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about UBIF Franchising Co's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Withum Smith+Brown, PC

April 20, 2023

UBIF Franchising Co
Balance Sheets
December 31, 2022, 2021, and 2020

	2022	2021	2020
Assets			
Current assets			
Cash	$ 7,749,321	$ 3,916,031	$ 16,564,202
Accounts receivable	1,273,364	993,528	1,320,737
Due from affiliates	45,095,098	40,979,917	59,614,194
Other current assets	767,790	622,887	862,047
Total current assets	54,885,573	46,512,363	78,361,180
Property and equipment, net	4,145,907	1,561,757	2,255,290
Right-of-use assets - operating, net	1,314,268	1,865,726	-
Internally developed software, net	949,307	3,965,935	2,503,797
Deferred tax assets, net	25,712,628	28,730,374	25,251,996
Deposits and other assets	341,335	418,760	415,518
Total assets	$ 87,349,018	$ 83,054,915	$ 108,787,781
Liabilities and Stockholder's Equity			
Current liabilities			
Accounts payable and accrued expenses	$ 4,372,776	$ 942,082	$ 6,857,294
Due to affiliates	38,924,533	15,218,168	29,140,108
Deferred lease liability, current portion	-	-	85,339
Lease liability - operating, current portion	664,888	624,912	-
Contract liabilities, current portion	1,135,811	1,127,369	968,696
Total current liabilities	45,098,008	17,912,531	37,051,437
Contract liabilities, less current portion	9,438,198	12,185,584	12,549,518
Deferred lease liability, less current portion	-	-	483,352
Lease liability - operating, less current portion	798,262	1,463,150	-
Total liabilities	55,334,468	31,561,265	50,084,307
Stockholder's equity			
Common stock	50	50	50
Additional paid-in capital	82,865,660	79,119,638	74,289,803
Accumulated other comprehensive income	(128,035)	69,861	281,488
Retained deficit	(50,723,125)	(27,695,899)	(15,867,867)
Total stockholder's equity	32,014,550	51,493,650	58,703,474
Total liabilities and stockholder's equity	$ 87,349,018	$ 83,054,915	$ 108,787,781

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Operations and Comprehensive Income (Loss)
Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Revenues			
Franchise fees	$ 2,563,443	$ 4,073,258	$ 3,517,010
Royalty fees	29,591,394	30,896,543	24,952,042
Other revenues, net	54,670	18,594	37,011
Total revenues	32,209,507	34,988,395	28,506,063
Cost of revenues			
Warranty claims	-	-	1,808
Selling, general, and administrative expenses	62,320,553	59,386,163	26,922,591
Operating income (loss)	(30,111,046)	(24,397,768)	1,581,664
Other income (loss)			
Gain on sale of operations	975,927	-	-
Loss on termination of franchise agreements	(253,543)	-	-
Income (loss) before income taxes	(29,388,662)	(24,397,768)	1,581,664
Income tax expense (benefit)	(6,361,436)	(12,851,780)	416,330
Net income (loss)	(23,027,226)	(11,545,988)	1,165,334
Other comprehensive income			
Foreign currency translation adjustments	(197,896)	(211,627)	281,488
Comprehensive income (loss)	$ (23,225,122)	$ (11,757,615)	$ 1,446,822

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Changes in Stockholder's Equity
Years Ended December 31, 2022, 2021, and 2020

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Income	Retained Earnings (Deficit)	Total Stockholder's Equity
Balances, as of January 1, 2020	5,000	$ 50	$ 60,410,335	$ -	$ (17,033,201)	$ 43,377,184
Contributions	-	-	12,940,501	-	-	12,940,501
Deferred tax asset adjustment (see Note 2)	-	-	(588,321)	-	-	(588,321)
Stock based compensation	-	-	1,527,288	-	-	1,527,288
Net income	-	-	-	-	1,165,334	1,165,334
Foreign currency translation adjustments	-	-	-	281,488	-	281,488
Balances, as of December 31, 2020	5,000	50	74,289,803	281,488	(15,867,867)	58,703,474
Stock based compensation	-	-	4,829,835	-	-	4,829,835
Net loss	-	-	-	-	(11,545,988)	(11,545,988)
Foreign currency translation adjustments	-	-	-	(211,627)	-	(211,627)
Effects of the adoption of ASC 842	-	-	-	-	(282,044)	(282,044)
Balances, as of December 31, 2021	5,000	50	79,119,638	69,861	(27,695,899)	51,493,650
Stock based compensation	-	-	3,746,022	-	-	3,746,022
Net loss	-	-	-	-	(23,027,226)	(23,027,226)
Foreign currency translation adjustments	-	-	-	(197,896)	-	(197,896)
Balances, as of December 31, 2022	5,000	$ 50	$ 82,865,660	$ (128,035)	$ (50,723,125)	$ 32,014,550

The Notes to Financial Statements are an integral part of these statements.

UBIF Franchising Co
Statements of Cash Flows
Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Operating activities			
Net income (loss)	$ (23,027,226)	$ (11,545,988)	$ 1,165,334
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Depreciation and amortization	2,296,266	2,258,011	1,785,399
Noncash lease income	(73,454)	(59,708)	-
Bad debt expense	25,000	-	-
Stock-based compensation	3,746,022	4,829,835	1,527,288
Deferred taxes	3,017,746	(3,478,378)	(410,596)
Gain on sale of operations	(975,927)	-	-
Loss on termination of franchise agreements	253,541	-	-
Change in operating assets			
Accounts receivable	(304,836)	327,209	373,889
Notes receivable	-	-	192,358
Other current assets	(164,800)	239,160	4,037,177
Deposits and other assets	71,633	(37,992)	233,333
Change in operating liabilities			
Accounts payable and accrued expenses	3,430,694	(5,915,212)	5,687,627
Deferred lease liability	-	(568,691)	568,691
Contract liabilities	(2,085,557)	(205,261)	(453,051)
Net cash provided by (used in) operating activities	(13,790,898)	(14,157,015)	14,707,449
Investing activities			
Proceeds from sale of operations	66,396	-	-
Acquisition of property and equipment	(3,558,294)	-	(1,323,978)
Internally developed software	(369,422)	(2,991,866)	(1,993,624)
Due from affiliates, net	21,683,404	4,712,337	(12,292,195)
Net cash provided by (used in) investing activities	17,822,084	1,720,471	(15,609,797)
Financing activities			
Contributions	-	-	12,940,501
Net cash provided by financing activities	-	-	12,940,501
Net change in cash	4,031,186	(12,436,544)	12,038,153
Effect of exchange rates on cash	(197,896)	(211,627)	281,488
Cash			
Beginning of year	3,916,031	16,564,202	4,244,561
End of year	$ 7,749,321	$ 3,916,031	$ 16,564,202
Supplemental disclosures of cash flow information			
Cash paid for interest	$ -	$ -	$ -
Cash paid for taxes	$ -	$ -	$ -
Supplemental disclosures of noncash investing and financing activities			
Transfer of internally developed software to a related party of the Company (see Note 2)	$ (2,069,720)	$ -	$ -
Changes in the tax basis of assets and liabilities related to the acquisition the Company's parent recorded in additional paid-in capital (see Note 2)	$ -	$ -	$ (588,321)

The Notes to Financial Statements are an integral part of these statements.

1. NATURE OF BUSINESS

Nature of Business

UBIF Franchising Co (the "Company") sells franchise licenses for professional smartphone and other electronics repair stores modeled after uBreakiFix Co. The Company has 764, 698, and 611 franchise and Company/affiliate stores in operation as of December 31, 2022, 2021, and 2020, respectively.

The Company is a wholly owned subsidiary of uBreakiFix Holdings Co ("Holdings") and has significant transactions with uBreakiFix Repair Parts Co and UBIF Corporate Stores Co, entities that are wholly owned subsidiaries of Holdings. Holdings is a wholly owned subsidiary of Asurion, LLC ("Asurion"), the Company's ultimate parent.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

The Company's revenue primarily consists of franchise fees and royalties based on a percentage of gross sales. The Company's franchise agreements typically require an upfront franchise fee paid upon execution of the agreement with any remaining amount due upon opening of a store, a fee paid to renew the term of the franchise right, and fees paid in the event the franchise agreement is transferred. Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification ("ASC 606"), provides that revenues are to be recognized when control of promised goods or services are transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The Company's ability to collect revenue is affected by a variety of factors, including general economic conditions and each individual franchisee's financial capability. The standard does not change the recognition of royalties from stores operated by franchisees.

Under ASC 606, the services provided in exchange for the upfront fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, upfront franchise fees are recognized as revenue as the Company satisfies the performance obligation over the franchise term, which is generally 10 years. Amounts received for stores that have not opened are considered customer deposits and revenue will begin being recognized over the franchise term once they open. The services provided for the franchise fee generally include assistance in site selection, guidance regarding inventory purchasing, store setup consulting, and employee training. Included in franchise fee revenue is revenue from training, which is separately stated from the franchise fee in the agreement and recognized once the training is performed. Contract liabilities represent franchise and training fees received but not earned. The Company also sells franchises under Area Development Agreements, whereby franchisees pay initial franchise and training fees, as well as franchise fees for subsequent stores within a defined geographic area. The Company agrees to provide exclusive rights under Area Development Agreements for franchisee development within that defined geographic area.

The Company also derives revenue from royalty fees and technology and customer support fees on a monthly basis, calculated as 7% and 1%, respectively, of the franchisee's gross revenue as determined by the franchise sales in accordance with the franchise agreement. Those revenues are recognized at a point in time when the franchisee records sales. As a practical expedient, this is done monthly. Payment on royalty fees and technology support fees are billed monthly and due upon the invoice date.

The franchise agreements allow the Company to require franchisees to pay up to 2% of gross revenue into an advertising fund, if established by the Company. The Company also has the right to establish a fee for cooperative advertising by region, which would be in addition to the advertising fund, if established. As of December 31, 2022, neither the advertising fund nor any cooperative advertising has been charged to the franchisees.

Incremental contract costs, which include sales commissions, are required to be capitalized and amortized over the period these costs are expected to be recovered. Commissions are recognized over the expected period of benefit, which is generally ten years, and recognized in the statements of operations and comprehensive income (loss) through selling, general and administrative expenses.

Revenue from performance obligations satisfied over time include franchise fees. Revenue from performance obligations satisfied at a point in time include royalty fees and other revenues (which are not considered significant). The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31, 2022, 2021, and 2020:

	2022	2021	2020
Performance obligations satisfied over time	$ 2,563,443	$ 4,073,258	$ 3,517,010
Performance obligations satisfied at a point in time	29,646,064	30,915,137	24,989,053
	$ 32,209,507	$ 34,988,395	$ 28,506,063

Receivables

Accounts receivable represent royalty, franchise fees, and warranty sales earned by the Company but not collected. Accounts receivable are recorded at net realizable value. The Company performs credit evaluations of its customers to determine collectability of receivables. As of December 31, 2022, 2021, and 2020, management has determined that no allowance for uncollectable accounts is required.

Property and Equipment

Property and equipment is stated at historical cost less accumulated depreciation. Repairs and maintenance expenditures that do not extend the useful lives of the property and equipment are expensed when incurred. Depreciation is recorded using the straight-line method of accounting over the estimated useful lives of the assets or in the case of leasehold improvements, the shorter of the lease term or the estimated useful life of the asset as follows:

Description	Estimated Life (Years)
Furniture, equipment, and vehicles	5
Leasehold improvements	4
Buildings and improvements	5

Internally Developed Software

The Company capitalizes costs associated with internally developed software to be used internally and for use by franchisees without sale of the software itself in accordance with Accounting Standards Codification ("ASC") 350-40, *Internal Use Software*. In accordance with ASC 350-40, capitalization of developed software products begins after the preliminary project stage, during the application development stage and ceases during the post implementation stage. Testing of software developed for internal use is not capitalized. Amortization of the capitalized costs begins once the software is placed in service. Amortization of purchased and developed software costs is computed using the straight-line method of accounting over the product's estimated useful life, which is estimated at two years. Research and development costs relating principally to the design and development of software during the preliminary project stage are expensed as incurred. The cost of developing routine enhancements is expensed as incurred because the enhancements do not add significant life to the product. Amortization of capitalized software costs totaled $1,316,330, $1,529,728, and $1,116,456 for the years ended December 31, 2022, 2021, and 2020, respectively.

Accounting for Impairment of Long-Lived Assets
Long-lived assets are evaluated for impairment whenever events or changes in circumstances have indicated that an asset may not be recoverable and are grouped with other assets to the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. If the sum of the projected undiscounted cash flows (excluding interest charges) is less than the carrying value of the assets, the assets will be written down to the estimated fair value and such loss is recognized in income (loss) from continuing operations in the period in which the determination is made. Management determined no impairment of long-lived assets existed as of December 31, 2022, 2021, or 2020.

Contract Liabilities
Contract liabilities consist of deferred franchise fees, area development fees, and customer deposits. The Company recognizes revenue from franchisees as the related performance obligations are satisfied. A contract liability is recorded when the Company receives a payment in advance of the satisfaction of its performance obligations. Contract liabilities that are expected to be recognized as revenues during the succeeding twelve-month period are recorded in current liabilities as contract liabilities, current portion, and the remaining portion is recorded in long-term liabilities as contract liabilities, net of current portion.

Leases
Beginning 2021, the Company categorizes leases with contractual terms longer than twelve months as either operating or finance. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset over its estimated life. All other leases are categorized as operating leases. Leases with contractual terms of twelve months or less are not recorded on the balance sheet. The Company had no finance leases during 2022 or 2021. Certain lease contracts include obligations to pay for other services, such as operations, property taxes, and maintenance. For all leases, the Company has elected to not separate nonlease components from the associated lease component and, instead, account for these components as a single component if the nonlease component otherwise would be accounted for under ASC 606.

Lease liabilities are recognized at the present value of the fixed lease payments, reduced by landlord incentives, using a discount rate based on similarly secured borrowings available to the Company. Right of use assets are recognized based on the initial present value of the fixed lease payments, reduced by landlord incentives, plus any direct costs from executing the leases. Lease assets are tested for impairment in the same manner as long-lived assets used in operations.

Options to extend lease terms, terminate leases before the contractual expiration date, or purchase the leased assets, are evaluated for their likelihood of exercise. If it is reasonably certain that the option will be exercised, the option is considered in determining the classification and measurement of the lease.

Costs associated with operating lease assets are recognized on a straight-line basis within operating expenses over the term of the lease.

For the year ended December 31, 2020, the Company accounted for its office and retail space leases that include rent-free periods and escalating rents on a straight-line basis over the term of each lease. Rent expense was deferred and amortized over the term of the lease. Deferred lease liability was recorded based on the terms of each individual lease.

Translation of Foreign Currency
Transactions with foreign franchises are translated to the Company's reporting currency, the United States Dollar, in its statements of operations at average exchange rates for the period and assets and liabilities at the rate of exchange in effect at the end of the period. The related translation adjustments are reflected as accumulated other comprehensive income, which is a separate component in stockholder's equity.

Income Taxes

The Company recognizes income taxes under the liability method. Deferred tax assets and liabilities are determined based on the difference between the financial statement carrying amounts and tax basis of existing assets and liabilities and operating losses and tax credit carryforwards, using expected tax rates for the year in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. The Company provides valuation allowances against deferred tax assets for which we believe it is more likely than not that such assets will not be realized.

The Company recognizes liabilities for uncertain income tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if, based on the weight of available evidence, it is more likely than not that the position will be sustained on examination. The second step requires the Company to estimate and measure the tax impact as the largest amount that is more than 50% likely of being realized upon ultimate settlement with a taxing authority. It is inherently difficult and subjective to estimate such amounts, as this may require us to determine the probability of various possible outcomes. The Company reevaluates these uncertain tax positions on a periodic basis. This evaluation is based on factors including, but not limited to, current year tax positions, expiration of statutes of limitations, litigation, legislative activity, or other changes in facts and circumstances. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in that period. Management does not believe that the Company has any material uncertain tax positions at December 31, 2022.

On August 23, 2019, Asurion acquired all of the outstanding stock of Holdings, for approximately $115 million (“the Transaction”). Jointly with the uBreakiFix shareholders, Asurion made a Section 338(h)(10) election under the Internal Revenue Code of 1986, to realize certain income tax benefits in future periods. As a result of this election, the acquisition of the stock of Holdings is treated as if all of the assets had been acquired for income tax purposes. Under the provisions of ASC 740, the tax effect of changes in the tax basis of the assets and liabilities resulting from this transaction are recorded in stockholder’s equity. During 2019, the Company recorded an addition of approximately $26,100,000 to additional paid in capital as a result of this transaction, and during 2020 there was an adjustment to the estimate of deferred taxes and a reduction of $588,321 to additional paid in capital for this transaction. During 2021, the Company accelerated payment of a portion of the minimum deferred payment amount, resulting in an additional $12,586,395 of tax basis of assets and liabilities. As this activity occurred outside the remeasurement period, all 2021 adjustments resulted in a reduction of deferred tax expense.

Prior to the Transaction, the Company was a qualified subchapter S subsidiary of Holdings. Under the Subchapter S provisions of the Internal Revenue Code, the Company does not pay federal or state corporate income taxes on its taxable income. Instead, the stockholders are taxed on the Company's taxable income or deduct the Company's losses on their individual tax returns. As a result of the section 338(h)(10) election, the Company remained a qualified subchapter S subsidiary through the close of the Transaction date. After the Transaction, the Company is a C Corporation and will join in filing a consolidated Federal income tax return with Asurion as the common parent.

In the event interest and penalties were due relating to an unsustainable tax position, they would be treated as a component of income tax expense.

Gain on Sale of Operations

On September 1, 2022, the Company, Asurion, and Asurion Canada Inc. collectively entered into an asset purchase agreement with Mobile Service Center Canada Ltd. to sell most of the assets used in the operation of the Company’s stores in Canada.

These assets included but were not limited to all equipment, inventory, prepaid expenses, and franchise licenses for the electronic repair stores in Canada. As a result of the sale, the Company recognized a gain of $975,927, which is included in the accompanying statements of operations and comprehensive income (loss).

Advertising
The Company invests in ongoing search engine optimization and local market development to promote the brand and increase traffic in the retail stores as well as promote its franchise licenses to potential investors. These advertising costs are expensed as incurred. Advertising expenses totaled $13,474,739, $20,104,223, and $1,748,459 during the years ended December 31, 2022, 2021, and 2020, respectively, and is included in selling, general, and administrative expenses in the accompanying statements of operations and comprehensive income (loss).

Stock Compensation
The Company recognizes stock compensation expense based on stock option awards in Asurion stock granted and valued by Asurion to employees of the Company through additional paid-in capital.

Recently Adopted Accounting Standards
In February 2016, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") amending the accounting for leases, ASU 2016-02, Topic 842 – *Leases* ("ASC 842"). The Company early adopted the new standard effective January 1, 2021, using the modified retrospective approach and therefore did not restate comparative periods. The implementation of this standard did not have a material impact to statements of income and comprehensive income (loss) or cash flows.

Upon adoption, the Company elected the package of practical expedients permitted under the transition guidance, which allowed the carryforward of 1) historical lease classifications, 2) the prior assessment of whether a contract is or contains a lease, 3) the prior assessment of initial direct costs, and 4) to not separate lease and non-lease components for any leases that existed prior to adoption. The Company also elected the practical expedient to not recognize lease assets and liabilities for leases with an original term of less than one year.

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the 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.

Reclassification
Certain amounts on the 2021 and 2020 financial statements have been reclassified to conform to the 2022 presentation. On the balance sheets, due from affiliates has been reclassified from noncurrent assets to current assets. The reclassification had no effect on stockholder's equity or comprehensive income (loss).

Subsequent Events
Management has evaluated subsequent events through April 20, 2023, which is the date the financial statements were available to be issued. Based on this evaluation, no events have occurred that, in the opinion of management, require disclosure in or adjustment to the accompanying financial statements.

3. COMMON STOCK

The Company has 10,000 authorized shares of $.01 par value common stock available, of which 5,000 are issued and outstanding as of December 31, 2022, 2021, and 2020.

4. RELATED PARTY TRANSACTIONS

Advances

At December 31, 2022, 2021, and 2020, the Company has amounts due from entities affiliated through common ownership included in due from affiliates, as follows:

	2022	2021	2020
Due from uBreakiFix Repair Parts Co	$ 6,422,647	$ 4,717,268	$ 41,412,131
Due from UBIF Corporate Stores Co	2,955,197	3,159,839	1,685,967
Due from UBIF FL	-	-	27,317
Due from UBIF 16	-	-	17,245
Due from Asurion Services, LLC	12,139,032	7,236,247	929,189
Due from Asurion, LLC	20,268,462	4,995,060	5,079,394
Due from Asurion UBIF Franchising LLC	-	19,249,895	9,714,084
Due from Asurion Canada Inc	-	1,382,246	728,307
Due from Asurion UBIF Canada	-	31,154	20,560
Due from Asurion Warranty Services	460,360	69,835	-
Due from Wireless Customer Solutions	179,122	138,373	-
Due from Warranty Logistics, Inc.	932,092	-	-
Due from Wireless Supply Services LLC	1,738,186	-	-
	$ 45,095,098	$ 40,979,917	$ 59,614,194

At December 31, 2022, 2021, and 2020, the Company has amounts due to entities affiliated through common ownership included in due to affiliates, as follows:

	2022	2021	2020
Due to Asurion Insurance Services, Inc.	$ 17,079,098	$ 14,570,354	$ 28,708,800
Due to Asurion UBIF Franchising LLC	18,276,896	-	-
Due to Asurion UBIF Canada	255,587	-	-
Due to Asurion UBIF Canada Repair Parts Co	3,299,829	-	-
Due to UBIF Co	13,123	-	-
Due to Warranty Logistics Inc.	-	646,494	431,041
Due to other entities	-	1,320	267
	$ 38,924,533	$ 15,218,168	$ 29,140,108

Advances due from uBreakiFix Repair Parts Co represent amounts advanced by the Company to acquire original equipment manufacturer parts for consignment at the stores.

During 2022, the Company transferred internally developed software totaling $2,069,720 to Asurion Insurance Services, Inc.

All advances consist of informal noninterest bearing advances which are in the nature of trade receivables and payables, due on demand.

Franchise Stores Revenue

During the years ended December 31, 2022, 2021, and 2020, the Company recorded revenue of $12,373,157, $11,878,696, and $2,009,317, respectively, from entities affiliated through common ownership.

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of December 31, 2022, 2021, and 2020:

	2022	2021	2020
Furniture, equipment, and vehicles	$ 1,377,339	$ 845,635	$ 845,635
Leasehold improvements	5,696,613	2,862,650	2,862,650
Buildings and improvements	47,693	47,693	47,693
Construction in progress	192,628	-	-
	7,314,273	3,755,978	3,755,978
Less: Accumulated depreciation	(3,168,366)	(2,194,221)	(1,500,688)
	$ 4,145,907	$ 1,561,757	$ 2,255,290

Depreciation expense amounted to $974,144, $693,533, and $639,985 for the years ended December 31, 2022, 2021, and 2020, respectively.

6. CONTRACT LIABILITIES

Contract liabilities consist of amounts received for executed franchise agreements to be recognized over the remaining terms. Contract liabilities at December 31, 2022, 2021, and 2020 consists of the following:

	2022	2021	2020
Customer deposits	$ 2,610,000	$ 5,399,500	$ 6,932,000
Deferred revenue	7,964,009	7,913,453	6,586,214
	10,574,009	13,312,953	13,518,214
Less: Current portion	(1,135,811)	(1,127,369)	(968,696)
Contract liabilities, net of current portion	$ 9,438,198	$ 12,185,584	$ 12,549,518

7. INCOME TAX EXPENSE (BENEFIT)

Income tax expense (benefit) for the years ended December 31, 2021, 2020, and 2019, consists of the following:

	2022	2021	2020
Current			
Federal	$ (7,913,357)	$ (7,943,143)	$ 716,228
State	(1,417,366)	(1,430,259)	110,698
	(9,330,723)	(9,373,402)	826,926
Deferred			
Federal	2,266,215	(2,469,174)	(346,114)
State	703,072	(1,009,204)	(64,482)
	2,969,287	(3,478,378)	(410,596)
	$ (6,361,436)	$ (12,851,780)	$ 416,330

In 2022, the Company had an income tax benefit due to the net operating loss. This loss was utilized by the parent company and therefore no deferred tax asset is recognized for the operating loss.

Deferred income taxes arise because of differences in the book and tax basis of certain assets and liabilities. Significant components of deferred income tax assets and liabilities consists of the following at December 31:

	2022	2021	2020
Deferred tax assets			
Accruals, reserves, and employee benefits	$ 2,220,700	$ 2,284,429	$ 1,365,770
Depreciation and amortization, net	22,179,804	23,792,443	21,095,649
Deferred revenue	1,376,662	2,760,973	2,861,273
NOLs and credits	-	-	19,445
	25,777,166	28,837,845	25,342,137
Deferred tax liabilities			
Prepaids	(64,538)	(107,471)	(90,141)
Deferred tax assets, net	$ 25,712,628	$ 28,730,374	$ 25,251,996

The Company's effective tax rate for the years ended December 31, 2022, 2021, and 2020, respectively, differed from the federal statutory tax rate primarily due to the effect of state income taxes and certain expenses not deductible for tax purposes. For the years ended December 31, 2022 and 2021, the effective tax rate was also impacted by the recognition of excess tax benefits related to tax deductions for stock compensation that exceed the cumulative book compensation amount. The excess tax benefit for stock compensation is calculated for all stock options exercised during each year. For the year ended December 31, 2021, the effective tax rate was also impacted due to the accelerated payment of the minimum deferred payment, resulting in additional tax basis in assets. The Company has no unrecognized tax benefits related to uncertain positions and therefore no liability related to uncertain tax positions was recorded at December 31, 2022, 2021, or 2020.

8. OPERATING LEASES

During the year ended December 31, 2019 the Company entered into leases for office space that contain rent escalations and expire through 2025. The lease agreements for office space contained provisions for free rent period and during the year ended December 31, 2020 the property owner paid the Company $554,335 to settle the free rent period, which was recorded as a deferred lease liability, and is amortized against rent expense for the duration of the leases. In addition, the Company was paid an improvement allowance of $197,710 on a prior lease against buildout costs incurred. During the year ended December 31, 2020, $58,760 was recorded as on offset to rent expense in the accompanying statements of operations and comprehensive income (loss) related to this improvement allowance.

Rent expense before lease improvement allowance offset and amortization of free rent (see above) for the year ended December 31, 2020 was $771,306, and is included in selling, general and administrative expenses in the accompanying statements of operations and comprehensive income (loss).

The Company early adopted ASC 842 (see Note 2), therefore at December 31, 2021 the operating lease liabilities for these office space leases totaled $2,088,062, and the right to use assets totaled $1,865,726, which are included in the balance sheets.

Variable lease expense includes expenses such as common area maintenance, taxes, utilities, and repairs and maintenance, and totaled $41,223 and $60,757 for the years ended December 31, 2022 and 2021, respectively.

The following summarizes quantitative information about the Company's operating leases for the years ended December 31, 2022 and 2021:

	2022	2021
Operating leases		
Operating lease cost	$ 625,636	$ 625,640
Operating cash flows from operating leases	$ 699,095	$ 685,348
Weighted average discount rate - operating leases	4.14%	4.14%
Weighted average remaining term - operating leases	2.21 Years	3.21 Years

Future maturities of lease liabilities required under these lease agreements are as follows:

	2022	2021
Years Ended December 31:		
2022	$ -	$ 699,095
2023	713,088	713,088
2024	727,185	727,185
2025	92,114	92,114
	1,532,387	2,231,482
Less: Present value discount	(69,237)	(143,420)
	$ 1,463,150	$ 2,088,062

9. COMMITMENTS AND CONTINGENCIES

Concentrations of Business and Credit Risk
Financial instruments that potentially subject the Company to concentrations of risk consist principally of cash and unsecured accounts receivable.

The Company maintains its cash balances in various financial institutions. At times during 2022 the Company maintained cash balances in excess of federally insured balances. Management evaluates the financial stability of its depositories and has not had historical collection issues with the institutions. The credit and collection history of the Company are such that the likelihood of significant losses from unsecured accounts receivable are remote.

Franchisee Credit Facility
During the year ended December 31, 2020 the Company entered into a $10,000,000 credit facility and security agreement with a financing institution that provides loans to certain franchisees of the Company. The total credit facility balance is limited to an amount equal to sixty-five percent of the cash balance in the collateral bank. Each franchisee loan shall accrue interest at a fixed interest rate of 7.5% per annum with 1% remitted to the Franchisor. At December 31, 2022, 2021 and 2020 no loans had been made utilizing the credit facility.

Litigation

During the course of its operations, the Company may be subject to various claims or legal actions which may require litigation. Management reviews the circumstances of such contingencies and acts accordingly. At December 31, 2020, the Company had a demand for arbitration from a franchisee seeking $9,999,999 which was dismissed at arbitration held in January 2022. Therefore, no adjustments have been made to these financial statements.

Guarantee

The Company is, together with certain other subsidiaries of Asurion, a guarantor of the outstanding debt obligations of Asurion. Additionally, substantially all of the Company's assets are pledged as collateral for Asurion's credit facilities. As of December 31, 2022, the outstanding balance of Asurion's debt obligations, under which the Company is a guarantor, was approximately $12.8 billion.

Exhibit H

State Administrators and Agents for Service of Process

AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law, Investor Protection Bureau, 28 Liberty St. 21st Floor, New York, NY 10005 212-416-8222	Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of the Division of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

Exhibit I

Table of Contents of Franchise Operations Manuals as of December 31, 2022

Franchise Operations Manuals

	Web Pages
Section 1: Introduction	**8 Pages**
1.1: Welcome	
1.2: About the Franchise Manual	
1.3: Confidential Disclosure Agreements	
1.4: Letter from the Franchising Company President	
1.5: Our Story o by Co-Founder Justin Wetherill	
1.6: Our Manifesto – by Co-Founder David Reiff	
1.7: The Franchising Management Team	
1.8: Legal Advisory and Franchisor Management Team	
Section 2: Opening a Location	**11 Pages**
2.1: New Store Task List	
2.2: Business Licenses, FEIN and Banking	
2.3: Retail Location Leasing	
2.4: Securing Insurance and Requirements	
2.5: Permits for Use	
2.6: Setting up Utilities	
2.7: Employee Interviews	
2.8: Construction & Build Out	
2.9: Initial Signage & Advertising	
2.10: Store Setup	
2.11: Initial Marketing	
Section 3: Training	**5 Pages**
3.1: Training Introduction	
3.2: In-Classroom Training	
3.3: In-Store Training	
3.4: Onsite Training	
3.5: Ongoing Training and Support	

Section 4: Staffing and Human Resources **9 Pages**

4.1: Introduction to Hiring

4.2: Fair Hiring Practices

4.3: In-Store Positions and Descriptions

4.4: Finding Well-Qualified Candidates

4.5: Phone Interviews

4.6: Face-to-Face Interviews

4.7: Offer Letters

4.8: Employee Recordkeeping and New Hire Documents

4.9: Coaching, Corrective Action, and Termination

Section 5: Store Operations and Standards **8 Pages**

5.1: Customer Experience Standards

5.2: Logo and Artwork Standards

5.3: Store Policies and Operational Standards

5.4: Daily Operations

5.5: Weekly Operations

5.6: Monthly Duties

5.7: Nest Cam Secret Shopper Program (U.S.)

5.8: Nest Cam Secret Shopper Program (Canada)

Section 6: Customer Interactions and Repair Workflow **8 Pages**

6.1: Our Customer Promises

6.2: First Contact- The Initial Phone Call

6.3: Initial In Store Visit

6.4: Warranty Interaction

6.5: Liquid Damage Check In

6.6: The Repair

6.7: Common Repair Issues

6.8: Final Visit Check Out

Section 7: Administration and Reports **5 pages**

7.1: Our Portal Reports

7.2: Bills and Banking

7.3: Record Keeping

7.4: Accounting Services

7.5: Franchise Reports, Fees and Audits

Section 8: Marketing **5 Pages**

8.1: Online Marketing

8.2: Grassroots and Unconventional Marketing

8.3: Traditional Marketing

8.4: B2B Marketing

8.5: Vehicle Marketing

*__Total:__ **59 Pages**

*The Franchise Operations Manuals are web-based and do not have a table of contents, page numbers or standard document pages. The number of pages above refers to web-pages. A web-page is typically not the equivalent of a standard printed page and may be substantially shorter or longer than a standard printed page.

Exhibit J

Closing Franchisee Questionnaire

UBIF FRANCHISING CO

CLOSING FRANCHISEE QUESTIONNAIRE

The undersigned ("**Franchisee**") desires to enter into a franchise agreement with UBIF FRANCHISING CO ("**Company**"). Company requires that Franchisee complete this questionnaire in order to enable Company to confirm that it and its employees and representatives have fully complied with all applicable franchise registration and disclosure laws.

1. Full name of Franchisee:

   _____

2. Franchisee Address:

   _____

3. Franchisee is: (Check applicable box)

   { } An individual

   { } A corporation

   { } A limited liability company

   { } A general partnership

   { } A limited partnership

4. If Franchisee is not an individual, indicate the capacity in which the individual signing this questionnaire on behalf of Franchisee is authorized to act on behalf of Franchisee: (Check applicable box)

   { } Officer (insert title):_____

   { } Manager: _____

   { } General Partner: _____

   { } Other (please explain):_____

5. Did Franchisee receive Company's Franchise Disclosure Document? { } Yes { } No

6. Did Franchisee receive a copy of Company's Franchise Disclosure Document (and all exhibits and attachments) at least fourteen (14) calendar days prior to signing the Franchise Agreement or making any payment to Company? { } Yes { } No. If "No", please comment:

   _____

   _____

   _____

7. Did Franchisee give Company a signed receipt for the copy of the Franchise Disclosure Document? { } Yes { } No.

If "Yes", on what date? _____

8. Below, please indicate the contracts proposed to be executed by Franchisee in connection with execution of the Franchise Agreement (collectively referred to as the "**Agreements**"):

Agreement

{ } Franchise Agreement

{ } Personal Guaranty

{ } General Release

{ } _____

{ } _____

9. If any material changes to the Agreements were unilaterally made by us, did Franchisee receive a copy of the final form of each Agreement that Franchisee is signing at least seven (7) calendar days prior to the date on which each Agreement was executed? { } Yes { } No. If "No", please comment:

_____

_____

_____

10. Did Franchisee carefully review and understand the Franchise Disclosure Document, the Franchise Agreement, and the other Agreements? { } Yes { } No. If "No", please explain:

_____

_____

_____

_____

11. Did Franchisee ask Company any questions concerning the Franchise Disclosure Document or Agreements that were not satisfactorily answered? { } Yes { } No

If "Yes", please explain:

_____

_____

_____

12. Did Franchisee request a copy if Company's Franchise Disclosure Document before it was provided to Franchisee by Company? { } Yes { } No

If "Yes", did Company provide Franchisee a copy of Company's Franchise Disclosure Document within a reasonable amount of time? { } Yes { } No

If "No", please explain:

_____

_____

_____

13. Has any employee, representative or other person speaking on behalf of Company made any statement or promise to Franchisee (or to the best of Franchisee's knowledge, information and belief, to any person or entity on Franchisee's behalf) concerning:

A. The actual or possible revenue, profits or operating costs of an UBREAKIFIX BY ASURION store that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

B. The amount of money Franchisee may earn in operating an UBREAKIFIX BY ASURION store, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

C. The total amount of revenue an UBREAKIFIX BY ASURION store will or may generate, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

D. The costs Franchisee may incur in operating an UBREAKIFIX BY ASURION store, that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

E. The likelihood of success that Franchisee should or might expect to achieve from operating an UBREAKIFIX BY ASURION store? { } Yes { } No

14. If the answer to any part of question 13 is "Yes", who made the statement or representation, when, and where? Please provide full details in the following space (attach additional pages if necessary).

_____

_____

_____

15. Has any employee, representative or other person speaking on behalf of Company made any statement, agreement or promise to Franchisee (or, to the best or Franchisee's knowledge, information and belief, to any person or entity on Franchisee's behalf) concerning the advertising, marketing, training, support, service or assistance that Company will furnish to Franchisee that is contrary to, or different from, the information contained in the Franchise Disclosure Document? { } Yes { } No

16. Prior to today, has Franchisee entered into any binding agreement with Company concerning Franchisee's investment in the UBREAKIFIX BY ASURION franchise? { } Yes { } No

17. Prior to today, has Franchisee paid any money to Company relating to Franchisee's investment in the UBREAKIFIX BY ASURION franchise? { } Yes { } No

18. If Franchisee answered "Yes" to any of questions 15-17, provide a full explanation of each "Yes" answer in the following space (attach additional pages if necessary).

_____

_____

_____

_____

19. Does Franchisee understand that the territorial rights granted by the Franchise Agreement are subject to limitations and exceptions? { } Yes { } No

20. Does Franchisee understand that Company and its affiliates may conduct, own, and operate, and license others to conduct, own and operate UBREAKIFIX BY ASURION stores outside of Franchisee's Protected Area? { } Yes { } No

21. Does Franchisee understand that Company and its affiliates may conduct, own and operate, and license others to conduct, own and operate businesses that offer services similar to the services Franchisee will provide under names other than UBREAKIFIX BY ASURION inside or outside of Franchisee's Protected Area? { } Yes { } No

22. Does Franchisee understand that Company and its affiliates and other franchisees may advertise within and pass through Franchisee's Protected Area? { } Yes { } No

23. Does Franchisee understand that Company and its affiliates may manufacture, produce, licenses, distribute and/or market products and equipment through any outlet (whether within or outside of Franchisee's Territory) and through any distribution channel? { } Yes { } No

24 Does Franchisee understand that Company and its affiliates and others may operate stores identified by UBREAKIFIX BY ASURION (or other Marks) which offer and sell products and services through other channels of distribution, including at or through physical locations, including home improvement stores, garden centers, trade shows, department stores, specialty stores, and kiosks, even though these stores may compete with Franchisee? { } Yes { } No

25. Does Franchisee understand that the Agreements contains the entire agreement between Franchisee and Company concerning the franchise rights for the UBREAKIFIX BY ASURION franchise, meaning that any prior or written statements not set out in the Agreements will not be binding (except that Company may not disclaim statements made in its Franchise Disclosure Document)? { } Yes { } No

26. If Franchisee answered "No" to any of questions 19-25, provide a full explanation of each "No" answer in the following space (attach additional pages if necessary).

_____

_____

_____

_____

27. Did Franchisee contact other franchisees of Company to discuss Franchisee's possible execution of the franchise agreement? { } Yes { } No

28. If the answer to question 27 was "Yes", please identify such franchisee(s) (attach additional pages if necessary):

_____

_____

Franchisee understands that Company is acting in reliance on the truthfulness and completeness of Franchisee's responses to the questions above in entering into the Franchise Agreement with Franchisee.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND FRANCHISEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE. HOWEVER, NOTHING IN THIS DOCUMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS COMPANY MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO YOU.

*Do not sign this Acknowledgment Addendum if you are a Maryland resident, or if the franchised business is to be located in Maryland.

*Do not sign this Acknowledgment Addendum if you are a Hawaii resident, or if the franchised business is to be located in Hawaii.

FRANCHISEE

DATED: _____

_____

(Print name)

Individually and on behalf of:

_____

Exhibit K

Template National Account Participation Agreement

UBREAKIFIX BY ASURION

NATIONAL ACCOUNT PARTICIPATION AGREEMENT

THIS NATIONAL ACCOUNT PARTICIPATION AGREEMENT ("Agreement") is made this _____ day of _____,___ 20_____ (the "Effective Date") by and between UBIF Franchising Co ("Company"), and _____ ("Franchisee"), with reference to the following facts.

A. Company and Franchisee are parties to one or more Franchise Agreements (each a "Franchise Agreement"), pursuant to which Franchisee operates one or more UBREAKIFIX BY ASURION Store(s) and as applicable, one or more accompanying Mobile Unit(s) (each a "Store" or "Mobile Unit"). Company and Franchisee agree that the Franchise Agreement(s) and all of its/their terms are incorporated by reference as if they are set forth herein. Capitalized terms used herein shall have the meanings given such terms in the Franchise Agreement(s) unless otherwise expressly defined herein.

B. Pursuant to Sections 2.3 and 2.4 of the Franchise Agreement(s), Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts, and to establish Standards governing the marketing, solicitation, sale and provision of services by franchisees to National Accounts.

C. Company has entered into an agreement with _____ ("**National Account**"), dated on or about _____, as may be further amended in the future through amendments and/or additional Statements of Work (the "**National Account Agreement**"), and Franchisee desires to provide services to National Account customers on Company's behalf, at Franchisee's authorized Location(s) within Franchisee's Territory(ies) (as defined in the Franchise Agreements) on the terms and conditions set forth in this Agreement, and Company is willing to grant Franchisee such right under the terms and conditions of this Agreement. Franchisee also acknowledges receipt of the Material Terms (as defined below) of the National Account Agreement, as modified by Company and attached hereto as Attachment 1.

NOW, THEREFORE, the parties agree as follows:

1. Franchisee Agreement to Participate.

1.1 Franchisee agrees during the Term of this Agreement to participate in this National Account program and to provide those certain repair services and other goods and services from Franchisee's authorized UBREAKIFIX BY ASURION Location(s) or other locations as specified in this Agreement, as required by the National Account Agreement and as delegated to Franchisee by Company and National Account (the "Services") to certain _____ electronics devices and other goods and services in strict accordance and conformity with (a) the terms and conditions of the National Account Agreement, as may be amended in the future through amendment and/or additional Statements of Work, and (b) Company's Standards.

1.2 Franchisee also understands and acknowledges that National Account reserves the right to terminate the National Account Agreement in the event of any breach of its terms, whether by Company or any franchisee or as otherwise permitted in such agreement. Accordingly, the rights granted to the Franchisee under this Agreement are non-exclusive and Company expressly reserves, in addition to the rights reserved in the Franchise Agreement(s), the exclusive, unrestricted right, in its discretion, to perform or assign and delegate the performance of some or all of the Services contemplated hereunder, including within the Territory(ies), to itself, and to its Affiliates, representatives, franchisees, licensees, assigns, agents and or any other Person, temporarily or permanently, in its discretion and without compensation to Franchisee. Without limiting the generality of the foregoing, if Company at any time feels insecure about Franchisee's ability to continuously,

fully and faithfully perform the Services hereunder, or if Franchisee fails to comply with the terms of this Agreement, or otherwise fails to meet all Standards, Company may offer the arrangement with the National Account to another franchisee or retain the same for Company's or its Affiliate's account, regardless where the customer may be located, including within Franchisee's Territory.

2. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date (subject to Section 3) and shall continue on a month to month basis, subject to termination by Company on fifteen (15) days' prior written notice to Franchisee, with or without cause, and for any reason in its sole discretion, or until terminated for cause pursuant Section 8 below.

3. Conditions Precedent. Franchisee acknowledges that this Agreement and Franchisee's right to provide services to National Account's customers at any Store or Mobile Unit pursuant to this Agreement, is subject to the following conditions precedent which must be satisfied if at all within thirty (30) days following the Effective Date, and if all of such conditions have not been satisfied by such date, then this Agreement shall be deemed null and void and of no force or effect:

a) Franchisee shall have fully performed, in all material respects, all of its obligations under the Franchise Agreement(s), the Manuals and all other agreements then in effect between Franchisee (or its Affiliates) and Company (or its Affiliates);

b) Franchisee, and Franchisee's employees, as applicable, shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense; and

c) Franchisee shall at its expense acquire such equipment, and take and complete such other tasks, reasonably requested by Company to facilitate the provision of Services in accordance with this Agreement.

4. Agreement to Comply with Terms of National Account Agreement. Franchisee agrees to adhere to the material terms of the National Account Agreement, and any future amendments and/or additional Statements of Work, as if Franchisee is a contracting party with Company. Franchisee also agrees to adhere to and be bound by any and all future amendments and/or additional Statements of Work to the National Account Agreement, with written notice and without the need to execute a subsequent Agreement. The current essential terms, conditions, and provisions of National Account Agreement, as modified by Company, where appropriate, are attached hereto respectively as Attachment 1 and incorporated herein by this reference, and are subject to further modification by Company upon notice to Franchisee ("**Material Terms**").

4.1 Franchisee shall be responsible for (i) any acts or omissions of Franchisee or its employees; (ii) any breach by Franchisee or its employees of any of the Material Terms; and (iii) any present or future financial obligations of Franchisee.

4.2 Franchisee shall at all times, at its own expense, comply with all of the Material Terms. The Material Terms, include, but are not limited to:

a) _____

b) _____

c) _____

4.3 The requirements of the Franchise Agreement(s) shall also apply to Franchisee's performance hereunder, except to the extent otherwise expressly stated herein to the contrary.

4.4 In addition to the foregoing Material Terms, Franchisee agrees:

a) _____

b) _____.

5. Performance of National Account Agreement Obligations.

5.1 Obligations. If any of the Material Terms require Company to perform any act, all of these terms and conditions are incorporated into and made a part of this Agreement. Franchisee will perform all these obligations on Company's behalf. If there is a conflict between the Material Terms and this Agreement, then as between Company and Franchisee, this Agreement will prevail and control.

5.2 National Account Agreement Restrictions. If any of the terms and conditions of the National Account Agreement or the Material Terms restrict the rights of Company, all of those terms and conditions are incorporated into and made a part of this Agreement and Franchisee will abide by them.

5.3 Company's Breach. Company will have no liability to Franchisee because of Company's breach of the National Account Agreement. As long as it can do so without incurring expense, Company will cooperate with Franchisee and exercise due diligence in all reasonable respects to enforce the terms of the National Account Agreement against National Account.

5.4 Enforcement of National Account Agreement. Nothing contained in this Agreement is intended to abridge or restrict Company under the National Account Agreement or the Material Terms, from enforcing the National Account Agreement as between Company and Franchisee.

5.5 Consent. Whenever the National Account Agreement or the Material Terms provides that National Account's consent is required for an act or omission, then the consent of both National Account and Company to the act or omission of Franchisee hereunder will be required. Whenever the National Account Agreement or Material Terms provides that Company's consent is required for an act or omission by National Account, then the consent of both Company and Franchisee to National Account's act or omission will be required.

5.6 Company's Right to Cure Defaults. At any time during the term of this Agreement and without notice to Franchisee, Company may, but will not be obligated to, cure or otherwise discharge any default by Franchisee under this Agreement. Any and all costs or expenses which Company may incur for this purpose will be immediately due and payable in full without further notice or communication to Franchisee of any type, kind or nature. Company will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Agreement and at law.

5.7 No Assignment or Delegation by Franchisee. Franchisee may not make any Assignment of or relating to this Agreement, including any assignment or any delegation or any transfer of this Agreement or any interest in this Agreement in whole or in part, except in connection with a transfer of the applicable Franchise Agreement(s) and upon the terms and conditions contained in the Franchise Agreement(s) and the National Account Agreement. The Franchisee's interest in this Agreement will not be assignable by operation of law. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to provide Services.

a) If, with Company's prior written consent, Franchisee assigns any one or more, but not all, of its Franchise Agreement(s), the rights granted to Franchisee under this Agreement shall, unless otherwise expressly mutually agreed in writing, thereafter cease to include such assigned Franchise Agreement(s) and the

Protected Territory(ies) thereunder (provided that nothing shall relieve Franchisee of Franchisee's obligations or responsibilities relating to the assigned Franchise Agreement(s)) arising prior to such Assignment.

b) Any attempted or actual Assignment or other transfer of this Agreement by Franchisee without Company's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Agreement.

c) Company may at any time assign this Agreement and the rights, privileges, duties and obligations under it, subject only to its obligations to National Account under the National Account Agreement.

5.8 Indemnity. Franchisee agrees to indemnify, defend and hold harmless Company, its Affiliates and its and their officers, directors, employees and agents from and against any and all losses, costs, liabilities or expenses (including, but not limited to, reasonable attorney's fees) for claims arising, directly or indirectly, out of or in connection with any actual or alleged acts or omissions of Franchisee or any of its employees, contractors or other personnel, including, without limitation, (i) the damage, loss or destruction of any real or tangible personal property, or the death of, or bodily injury to, any individual caused by the negligence or other tortious conduct or willful misconduct of Franchisee; (ii) any modification or supplementation by Franchisee of the National Account warranty or any warranty provided by Franchisee on Out of Warranty Services (as defined in the National Account Agreement), or any warranty offered by Franchisee in violation of the National Account Agreement or Material Terms; and (iii) Franchisee's breach of this Agreement or the Material Terms.

6. Franchise Agreement Fees.

6.1 Gross Sales. Franchisee acknowledges and agrees that all revenue derived by Franchisee pursuant to this Agreement shall be deemed to be Gross Sales and Non-Recommerce Revenue under the Franchise Agreement, or if this Agreement pertains to more than one Franchise Agreement, under each applicable Franchise Agreement for the Location at which Services were initiated by the National Account customer; and subject to Franchisee's payment of its Continuing Royalty, Technology and Customer Support Fee, and Advertising Fees, and, if and when in effect, the National Account administrative fee, pursuant to the applicable Franchise Agreement(s).

6.2 Payments and Administrative Fee.

a) Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Company has negotiated. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company.

b) Company may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of the National Account or other National Accounts, and Company may charge Franchisee a commercially reasonable administrative fee, which shall not exceed five percent (5%) of the Gross Sales earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Royalties, Technology and Customer Support Fees, and Advertising Fees.

c) Instead of Franchisee invoicing National Account directly, Company shall invoice National Account on Franchisee's behalf for work performed under and in accordance with this Agreement, in which event Franchisee shall cooperate with Company to implement such process, including providing Company all information necessary to prepare and issue such invoices. Company does not guarantee payment by National Account. In accordance with Section 2.4 of the Franchise Agreement, upon Company's receipt of payment from Company, Company shall deliver the payment to Franchisee after deducting a commercially reasonable National Account administrative fee of no

more than five percent (5%) of the Gross Sales, if any, as well as any other applicable Royalties, Technology and Customer Support Fees, Advertising Fees and other sums that are due to Company under the Franchise Agreement. Company does not guarantee payment by National Account. Payment for services performed by Franchisee is contingent on Company receiving payment from National Account and subject to any charge-back and/or adjustment made by National Account.

6.3 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company under any of its Franchise Agreement(s), or under any other agreement between Franchisee (or its Affiliate) and Company (or its Affiliate), or in any payment due to any of Franchisee's vendors, Suppliers or landlords, Company shall have the absolute right to apply any payments received from National Account to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

7. Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

8. Termination. In addition to Company's right to terminate this Agreement with or without cause, pursuant to Section 2, Franchisee acknowledges that any breach by Franchisee jeopardizes the continuation of the National Account Agreement to the detriment of Company and other participating franchisees, and accordingly Company shall have the right to terminate this Agreement for "cause" on account of any breach by Franchisee under this Agreement, effective immediately upon written notice to Franchisee without affording Franchisee any right to cure the default, in the following circumstances and manners:

8.1 By National Account. National Account's withdrawal of its authorization of Franchisee as an authorized service provider or any Franchisee Store or Mobile Unit as an authorized service provider pursuant to the National Account Agreement;

8.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company;

8.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

8.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the Services;

8.5 Sale of Unauthorized Products. If Franchisee sells unauthorized Equipment or other products to the public;

8.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Sales or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty six (36) month period, any audits or other investigations

reveals an under-reporting or under-recording error of two (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five (5%) or more;

8.7 Improper Conduct. If Franchisee commits any breach that reflects materially and unfavorably upon the operation and reputation of the UBREAKIFIX BY ASURION Stores or the UBREAKIFIX BY ASURION system; and

8.8 Cross-Default. Without limiting the generality of Section 14.6 of the Franchise Agreement(s), if Franchisee commits any default by Franchisee under the terms and conditions of this Agreement, the same shall be deemed to be a default of each of the Franchise Agreement(s), and any default by Franchisee under any of the Franchise Agreement(s) shall be deemed to be a default of this Agreement; and in the event of termination of this Agreement or any of the Franchise Agreement(s), for any reason, Company may, at its option, terminate any or all said agreements.

9. Reimbursement of Company Costs.

9.1 In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees, shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

9.2 If the National Account Agreement terminates as a result of Franchisee's default or breach of some obligation contained in the National Account Agreement or the Material Terms, then, as between Company and Franchisee, Franchisee will be liable for the damage suffered as a result of the National Account Agreement termination. Company shall not be liable to Franchisee for damages, including any incidental and consequential damages.

10. Rights and Obligations Upon Termination. Upon the expiration or termination of this Agreement, any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate, and any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly an approved Service Provider of Services under this Agreement or the National Account Agreement.

11. Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

12. Notices. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be delivered in accordance with Section 20.1 of each applicable Franchise Agreement.

13. Dispute Resolution. All disputes arising pursuant to this Agreement shall be resolved in the manner set forth in Article 19 of the Franchise Agreements. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

14. Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it

hereunder or under any Franchise Agreement or any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement), shall constitute a waiver of the provisions of this Agreement with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's discretion, at any time and for any reason, effective upon ten (10) days' prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

15. Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

16. Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

17. Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles.

19. Entire Agreement. This Agreement, the Franchise Agreement(s) and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee agrees that it has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in any Franchise Disclosure Document for prospective franchisees required by Applicable Law and delivered by Company to Franchisee. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

20. Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

21. Gender and Construction. The terms of all attachments hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto

22. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) SUBJECT TO SECTION 15 ABOVE, THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

_____	_____
FRANCHISEE INITIALS	COMPANY INITIALS

25. General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee, and upon National Account's approval of Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"**Company**"

UBIF FRANCHISING CO

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution

_____

Name:_____

Its: _____, an individual

Exhibit L

State Addenda

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The following paragraphs are added to the Disclosure Document:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.

2. Neither the franchisor nor any person in Item 2 of the Franchise Disclosure Document 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 person from membership in such association or exchange.

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

4. 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.).

5. 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.

6. If the Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. 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.

8. The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

10. Registration of this disclosure document does not constitute approval, recommendation, or endorsement by the California Department of Financial Protection and Innovation.

11. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The following paragraphs shall be added to the state cover page:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is the Hawaii Commissioner of Securities, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Each provision of this Addendum to the Disclosure document is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1, et seq., are met independently without reference to this Addendum to the Disclosure document, and only to the extent such provision is a then valid requirement of the statute.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

1. Section 41 of the Illinois Franchise Disclosure Act of 1987 (as amended) (815 ILCS 705/41) provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

2. Item 17(v) in the table is modified by adding the following to the summary description opposite the subsection entitled "Choice of Forum":

"However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois."

3. Item 17(w) in the table is modified by adding the following to the summary description opposite the subsection entitled "Choice of Law":

"Illinois law governs the franchise agreement."

4. THERE IS NO FORMAL TRAINING PROVIDED TO PREPARE YOU FOR YOUR POSITION AS AN AREA REPRESENTATIVE.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
UBIF FRANCHISING CO FRANCHISE AGREEMENT

(State of Illinois)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Franchise Agreement as follows:

1. Section 41 of the Illinois Franchise Disclosure Act of 1987 (as amended) (815 ILCS 705/41) provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of the State of Illinois is void, but that section does not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor does it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code. To the extent any provision of the Franchise Agreement is inconsistent with those provisions of the Act, they are amended to be consistent.

2. The following shall be deemed added to Section 20.7:

"Illinois law, as amended, shall apply to any franchise offered or sold in Illinois, notwithstanding anything to the contrary contained in this Agreement."

3. The following shall be deemed added to Section 20.14:

"However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois."

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

"**Company**"

UBIF FRANCHISING CO

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution { } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

_____

Name:_____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT

(State of Illinois)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the "Development Agreement").

2. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

Illinois law governs the franchise agreement.

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.

Your 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

[Signatures on Following Page]

"**Company**"

UBIF FRANCHISING CO

_____
Date of Execution

_____
Name:_____

Its:_____

"**Franchisee**"

_____
Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

_____
Name:_____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 5 of this disclosure document is modified to include the following paragraph:

The Maryland Office of the Attorney General, Securities Division, requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

2. Item 17.

The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

3. Item 17.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Item 17.

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.

6. Item 17.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT

(State of Maryland)

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, UBIF FRANCHISING CO and Franchisee agree to amend the Franchise Agreement as follows:

1. Release. Sections 3.4.5, 13.2 and 13.4 of the Franchise Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Initial Fees. Section 4.1 is modified by the addition of the following language:

The Maryland Office of the Attorney General, Securities Division, requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

3. Consent to Jurisdiction. Sections 14.01 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration will be brought in Federal District Court in Maryland.

4. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

5. Acknowledgments.

a. Article 22 of the Franchise Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

b. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Arbitration. Section 19.3 of the Franchise Agreement is amended by the addition of the following at the end of such Section: "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

7. Entire Agreement. Section 20.8 of the Franchise Agreement is amended by the addition of the following at the end of such Section: Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

8. General. Section 23 of the Franchise Agreement is amended by the addition of the following at the end of the Section: "All representations requiring prospective franchisees to assent to a release, estoppel or

waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

10. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

"Company"

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

"Franchisee"

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

ADDENDUM TO UBIF FRANCHISING CO
AREA DEVELOPMENT AGREEMENT
(State of Maryland)

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Area Development Agreement, UBIF FRANCHISING CO and Franchisee agree to amend the Area Development Agreement as follows:

1. Release. Sections 4.4.5, 6.3.4 and 7.2.2(j) of the Area Development Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Payments By Franchisee. Sections 5.1 and 5.2 are modified by the addition of the following language:

The Maryland Office of the Attorney General, Securities Division, requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

3. Consent to Jurisdiction. Sections 8.3.2, 11.8, and 13.3 of the Area Development Agreement are amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration will be brought in Federal District Court in Maryland.

4. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

5. Acknowledgments.

a. Article 13 of the Area Development Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

b. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Entire Agreement. Section 10.9 of the Area Development Agreement is amended by the addition of the following at the end of such Section: Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

7. Arbitration. Section 10.19 of the Area Development Agreement is amended by the addition of the following at the end of such Section: "This area development agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

8. Construction. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

"Company"

UBIF FRANCHISING CO,

a Florida Corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

"Franchisee"

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

1. Cover Page, Risk Factors 1 and 2 are amended by the addition of the following language:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 5 and Item 7 of this disclosure document is modified to include the following language:

The Minnesota Department of Commerce requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

3. Item 6, "Charges for unpaid checks, drafts or electronic payments" shall be amended by the addition of the following paragraph:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of thirty dollars ($30) on an NSF check. This applied to everyone in Minnesota who accepts checks except banks.

4. Item 13 of the Franchise Disclosure Document and Section 11.5 of the Franchise Agreement are amended to state that we will protect you against claims of infringement or unfair competition regarding your use of the Marks when your right to use the Marks requires protection.

5. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the franchise agreement.

6. Item 17, "Governing Law, Jurisdiction and Venue, and Choice of Forum" shall be amended by the addition of the following paragraph:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The Franchise Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

8. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(State of Minnesota)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation ("UBIF") and _____ ("Franchisee"), with reference to the following:

(a) UBIF and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

(b) The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

Section 4.1 is amended to add the following language:

The Minnesota Department of Commerce requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

The Franchise Agreement at Section 19.2 provides that UBIF FRANCHISING CO will be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of the Franchise Agreement. Minnesota law was amended effective May 20, 1990, to prohibit a person from seeking injunctive relief without posting a bond. To the extent the Franchise Agreement, at Section 19.2 is inconsistent with Minnesota law, Minnesota law will control.

Except as provided in the paragraph above, the Franchise Agreement provides at Section 19.3 that any controversy or claim arising out of or related to the Franchise Agreement, or a breach thereof, will be settled by arbitration. Arbitration will be conducted in Orlando, Florida. The decision of the arbitrator(s) in these cases will be final and binding upon the Franchisee, non-appealable and enforceable in any court of competent jurisdiction. Unless otherwise determined by the arbitrators, the fees and expenses for such arbitration shall be shared by UBIF and Franchisee.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Agreement can abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C., or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, UBIF will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the Franchise Agreement.

Sections 3.4.6, 13.2.3(e), 13.4.1(j), and 18.3.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

No general release that Franchisee is required to assent to shall relieve Company from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

{Signature Page Follows}

UBIF FRANCHISING CO,

a Florida corporation

_____ By:_____
Date of Execution Its: _____

FRANCHISEE

If Franchisee is an entity, complete and sign below:

_____ _____
Date of Execution (print name of entity above)

Check one:

{ } a _____ general partnership

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

By: _____

Its: _____

By: _____

Its: _____

If Franchisee is an individual, print name and sign below:

_____ _____
Date of Execution Print Name: _____

_____ _____
Date of Execution Print Name: _____

ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT
(State of Minnesota)

THIS ADDENDUM is entered into as of _____, 20_____between UBIF FRANCHISING CO, a Florida corporation ("UBIF") and _____ ("Franchisee"), with reference to the following:

(a) UBIF and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the "Area Development Agreement").

(b) The parties wish to modify the Area Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Area Development Agreement as follows:

Sections 5.1 and 5.2 are amended to add the following language:

The Minnesota Department of Commerce requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

The Area Development Agreement at Section 10.18 provides that UBIF FRANCHISING CO will be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of the Franchise Agreement. Minnesota law was amended effective May 20, 1990, to prohibit a person from seeking injunctive relief without posting a bond. To the extent the Area Development Agreement, at Section 10.17 is inconsistent with Minnesota law, Minnesota law will control.

Except as provided in the paragraph above, the Area Development Agreement provides at Section 10.19 that any controversy or claim arising out of or related to the Franchise Agreement, or a breach thereof, will be settled by arbitration. Arbitration will be conducted in Orlando, Florida. The decision of the arbitrator(s) in these cases will be final and binding upon the Franchisee, non-appealable and enforceable in any court of competent jurisdiction. Unless otherwise determined by the arbitrators, the fees and expenses for such arbitration shall be shared by UBIF and Franchisee.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Area Development Agreement can abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C., or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Sections 4.4.5, 6.3.4, 7.2.2(j), and 12.4.5 of the Area Development Agreement are amended by the addition of the following language to the original language that appears therein

No general release that Franchisee is required to assent to shall relieve Company from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

Except as set forth herein, the Area Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

{Signature Page Follows}

UBIF FRANCHISING CO,

a Florida corporation

_____
Date of Execution

By:_____
Its: _____

FRANCHISEE

If Franchisee is an entity, complete and sign below:

_____
Date of Execution

_____
(print name of entity above)

Check one:

{ } a _____ general partnership

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

By: _____
Its: _____

By: _____
Its: _____

If Franchisee is an individual, print name and sign below:

_____
Date of Execution

_____
Print Name: _____

_____
Date of Execution

_____
Print Name:

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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.

B. No such party has 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.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or 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.

D. No such party 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":**

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum",** and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

a. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

b. Situs of Arbitration Proceedings: Franchise Agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisee's business.

c. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

d. Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.

e. Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

f. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

g. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

h. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement.

i. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(State of North Dakota)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

A. Company and Franchisee have entered into a UBIF FRANCHISING CO Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

B. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Sections 3.4.6, 13.2 and 18.3 thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Article 15:

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties

3. The following caveat is added to Section 12.1:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

4. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Section 12.2.3 and Articles 18 and 19 thereof, the Franchise Agreement and the legal relations among the parties to the Franchise Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

5. The following caveat is added to Sections 12.1, and Articles 19 and 20 of the Franchise Agreement:

"The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies."

6. Sections 19.1 and 19.3 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business."

7. Section 20.14 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota."

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

"Company"

UBIF FRANCHISING CO,
a Florida corporation

By: _____

Name: _____

Its: _____

Date of signing:_____

"Franchisee"

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____

Name: _____

Its: _____

Date of signing:_____

ADDENDUM TO UBIF FRANCHISING CO AREA DEVELOPMENT AGREEMENT
(State of North Dakota)

THIS ADDENDUM is entered into as of _____, 20____ between UBIF FRANCHISING CO, a Florida corporation ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

A. Company and Franchisee have entered into a UBIF FRANCHISING CO Area Development Agreement dated as of _____, 20____, (the "Development Agreement").

B. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Sections 4.4.5, 6.3.4 and 7.2.2 thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Section 8:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Articles 10 and 11 thereof, the Development Agreement and the legal relations among the parties to the Development Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

4. The following caveat is added to Articles 10 and 11 of the Area Development Agreement:

"The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies"

5. Sections 10.17 and 10.19 of the Development Agreement are amended by the addition of the following language to the original language that appears therein:

"The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business."

6. Section 10.15 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

"This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota."

Except as set forth herein, the Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

"**Company**"

UBIF FRANCHISING CO

_____
Date of Execution

_____
Name:_____

Its:_____

"**Franchisee**"

_____
Date of Execution

_____,
{ } an individual;

{ } a _____ general partnership;

{ } a _____ limited partnership;

{ } a _____ limited liability company;

{ } a _____ corporation

_____
Name:_____

Its: _____, and individually

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Legal Department, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to franchiselegal@asurion.com, not later than midnight of _____(enter date five business days from the date of transaction).

I hereby cancel this transaction.

_____ **_____**

(Date) **(Purchaser's Signature)**

{PAGE INTENTIONALLY LEFT BLANK}

ADDENDUM TO UBIF FRANCHISING CO FRANCHISE AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Legal Department, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to franchiselegal@asurion.com, not later than midnight of _____(enter date five business days from the date of transaction).

I hereby cancel this transaction.

_____ **_____**

(Date) **(Purchaser's Signature)**

{PAGE INTENTIONALLY LEFT BLANK}

ADDENDUM TO UBIF FRANCHISING CO DEVELOPMENT AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Legal Department, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to franchiselegal@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

_____ **_____**

(Date) **(Purchaser's Signature)**

{PAGE INTENTIONALLY LEFT BLANK}

ADDENDUM TO UBIF FRANCHISING CO DEVELOPMENT AGREEMENT
(For Ohio Franchisee Only)

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Legal Department, 2121 S. Hiawassee Rd., Suite 120, Orlando, Florida 32835 or an e-mail to franchiselegal@asurion.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

_____ **_____**

(Date) **(Purchaser's Signature)**

{PAGE INTENTIONALLY LEFT BLANK}

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for UBIF FRANCHISING CO for use in the Commonwealth of Virginia shall be amended as follows:

2. Any securities offered or sold by the Franchisee must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

3. The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO UBIF FRANCHISING CO DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

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

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In September 2019, Washington State Attorney General's Office, Antitrust Division launched an investigation into so-called "no-poach" provisions in franchise agreements. On February 21, 2020, pursuant to RCW 19.86.100, the Attorney General's Office and we entered into an agreement, known as an assurance of discontinuance ("AOD"), whereby we have agreed to no longer include "no-poach" provisions in future franchise agreements and agree to endeavor to remove all "no-poach" provisions from existing agreements for franchises in the State of Washington in order to avoid the initiation of a lawsuit by the Attorney General's Office.

In light of the franchisor's financial condition, the Securities Division requires us: if you are a franchisee, to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services you receive from us before your Store or Mobile Unit opens, until we have satisfied all of

our pre-opening obligations to you; and if you are an area developer, to defer payment of the Development Fee and other amounts for goods and services you receive from us before your first franchised Store or Mobile Unit under the area development agreement opens, until we have satisfied all of our pre-opening obligations to you for that first Store or Mobile Unit.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, CLOSING FRANCHISEE QUESTIONNAIRE, AND RELATED AGREEMENTS

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

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Section 4.1 is amended to add the following language: The Securities Division requires Company to defer payment of the Initial Franchise Fee, the Initial Training Fee, and other amounts owed for goods and services received by Franchisee from Company before the Store or Mobile Unit opens, until Company has satisfied all of its pre-opening obligations to Franchisee under this Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

{Signature Page Follows}

The undersigned does hereby acknowledge receipt of this addendum.

"Company"

UBIF FRANCHISING CO,

a Florida Corporation

By: _____
Name: _____

Its: _____

Date of signing:_____

"Franchisee"

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____
Name: _____

Its: _____

Date of signing:_____

WASHINGTON ADDENDUM TO AREA DEVELOPMENT AGREEMENT, CLOSING FRANCHISEE QUESTIONNAIRE, AND RELATED AGREEMENTS

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

RCW 19.100.180 may supersede the Area Development 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 Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Area Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Area Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Area Development Agreement or elsewhere are void and unenforceable in Washington.

Sections 5.1 and 5.2 are amended to add the following language: The Securities Division requires Company to defer payment of the Development Fee and other amounts for goods and services received by Franchisee from Company before the first franchised Store or Mobile Unit under this Agreement opens, until Company has satisfied all of its pre-opening obligations to Franchisee for that first franchised Store or Mobile Unit.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

"Company"

UBIF FRANCHISING CO,

a Florida Corporation

By: _____
Name: _____

Its: _____

Date of signing:_____

"Franchisee"

_____,

{ } an individual

{ } a general partnership;

{ } a limited partnership;

{ } a limited liability company;

{ } a corporation;

By: _____
Name: _____

Its: _____

Date of signing:_____

Exhibit M

Sublease

SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as "Sublease") is made effective as of the _____ day of _____ 2023 (the "Effective Date") by and between **ASURION UBIF FRANCHISE, LLC**, a Delaware limited liability company (hereinafter referred to as "Sublessor") and _____, a _____ (hereinafter referred to as "Sublessee").

RECITALS

A. Sublessor, as tenant, previously entered into, that certain lease, as may have been amended or modified (the "Lease") in the form attached hereto as **Exhibit A** and by this reference incorporated herein and made a part hereof, pursuant to which Sublessor leases that certain premises (the "Demised Premises") as described in the Lease from the landlord under such Lease (the "Master Landlord").

B. Sublessee desires to operate a franchise store under the trade name uBreakiFix by Asurion (the "Licensed Store") pursuant that certain Franchise Agreement by and between UBIF Franchising, Co., as franchisor ("Franchisor") and Sublessee dated _____ (the "Franchise Agreement").

C. Sublessor desires to sublease the entire Demised Premises to Sublessee, and Sublessee desires to sublease the entire Demised Premises from Sublessor, in order to operate the Licensed Store and upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

1. SUBLEASE.

Sublessor hereby demises and subleases the Demised Premises to Sublessee and Sublessee hereby subleases the Demised Premises from Sublessor upon the terms and conditions contained herein.

2. DOCUMENTS INCORPORATED.

A. **Master Lease**. Except as otherwise provided herein, all applicable terms and conditions of the Master Lease, as modified by the Franchise Addendum executed by Master Landlord, Sublessee and Franchisor, are incorporated into and made a part of this Sublease as if Sublessor were the Master Landlord thereunder and Sublessee were the original tenant thereunder. Sublessee will not violate the terms of the Master Lease. If there is a conflict between the terms of the Master Lease and this Sublease, the terms of this Sublease shall control if the terms of this Sublease are more restrictive than the terms of the Master Lease,

and such interpretation does not cause a default under the Master Lease; otherwise, the terms of the Master Lease, as the case may be, shall control. If the Master Lease has a provision that gives Sublessor the right to purchase the Demised Premises from Master Landlord that provision shall not apply to Sublessee and Sublessee shall have no such right. This Sublease is and shall at all times be subject and subordinate to the Master Lease.

B. Consents. Whenever the Master Lease provides that the Master Landlord's consent is required for an act or omission, then the consent of both the Master Landlord and Sublessor to the act or omission will be required. In all cases where the consent of Sublessee is required, the same will not be unreasonably withheld, delayed, denied, or conditioned by Sublessee.

3. DEMISED PREMISES "AS-IS" CONDITION.

A. Acceptance of Demised Premises. Sublessee covenants and agrees (i) that it has examined and knows the conditions of the Demised Premises and the furniture, fixtures and equipment (hereinafter referred to as the "FF&E") and every part thereof, and improvements thereon; (ii) that the Demised Premises and the FF&E are subleased to Sublessee in an "AS-IS" condition and upon the state of the title thereto existing at the commencement of the term of this Sublease, and subject to all applicable laws, rules, regulations, ordinances, or restrictions which may exist at the commencement of the term of this Sublease; and (iii) that no statements or representations as to the condition or repair of the Demised Premises or the FF&E have been made by or for Sublessor prior to or contemporaneously with the execution of this Sublease.

SUBLESSEE ACCEPTS THE DEMISED PREMISES AND THE IMPROVEMENTS INCLUDING THE FF&E THEREON IN AN "AS IS" CONDITION AND SUBLESSOR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Sublessor Rights. Notwithstanding any provision to the contrary herein, the term of this Sublease shall in no event extend beyond the termination or expiration of the Master Lease. Therefore, should the Master Lease terminate or expire during the term for any reason, this Lease shall automatically terminate on the date of such termination/expiration of the Master Lease, with the same force and effect as if such termination/expiration date had been specified in this Lease as the expiration date hereof. Sublessor shall have no liability to Sublessee in the event of termination or expiration of the Sublease prior to the expiration of the term, notwithstanding the reason for such termination/expiration.

4. TERM, COMMENCEMENT DATE.

A. Term. The "Term" of this Sublease shall commence effective as of _____, 2023 and shall terminate _____, 202__. In the event the Term commences on a day other than the first (1st) day of the month, all rent required to be paid for the first month hereof shall be prorated on the basis of a thirty (30) day month.

B. Renewal or Extension.

(i) *Renewal or Extension*. Subject to Section 4.B(ii) below, if the Master Lease has provisions enabling Sublessor to renew or extend the Master Lease, then subject to the condition that Sublessee is not in default under this Sublease or the Franchise Agreement, Sublessee has the same rights to renew or extend this Sublease, up to a maximum potential Lease term, including option periods, of ten (10) years, following which this Sublease will end, even if the term of the Master Lease does not then end. As between Sublessor and Sublessee, any deadline for notice of exercise of any option rights in the Master Lease to extend or renew will be advanced ninety (90) days in this Sublease.

(ii) *No Sublessor Obligation to Renew Lease*. Sublessor shall not be obligated to exercise any renewal right or option available to it under the Master Lease, or otherwise, and any decision to exercise any option to renew or extend the Master Lease may be exercised in Sublessor's sole and absolute discretion. If Sublessor decides not to renew or exercise any said option to renew, it may in its sole and absolute discretion (if and to the extent permitted to do so under the Master Lease) assign the Master Lease and any such renewal right or option to Sublessee who may exercise it in its own name and behalf; provided, however, that Sublessor or any of its guarantors under the Master Lease is not required to continue, assume, or undertake, any continuing liability with respect to the lease for the Demised Premises, whether as assignor, signatory or guarantor, and it shall be Sublessee's exclusive responsibility to provide such guarantees, security or other financial assurances as may be acceptable to the Master Landlord. Sublessor may renew or extend the Master Lease even if Sublessee does not extend the Term of this Sublease.

5. RENT.

A. Base Rent. Commencing on the first day of the Term (the "Rent Commencement Date") and continuing throughout the remainder of the Term, Sublessee shall pay to Sublessor or Master Landlord, as required by Master Landlord, as Base Rent in the amounts set forth in the table below, which shall be payable in equal monthly installments in advance of the first (1st) day of each calendar month during the Term hereof, without notice or demand therefor. Base Rent shall be as set forth in **Exhibit B**.

B. Additional Rent. Commencing on the Rent Commencement Date and continuing through the remainder of the Term, Sublessee shall reimburse Sublessor for monthly installments of any operating costs, common area maintenance and services, real estate taxes, and insurance premium due under the Master Lease (together with and any other charges that Sublessee is obligated to pay under this Lease, "Additional Rent") on the first day of each calendar month during the Term hereof, without notice or demand therefor. Sublessor shall provide Sublessee with copies of any estimate, statement, invoice, or other document evidencing the Additional Rent due under the Master Lease following Sublessor's receipt of same from Master Landlord. Sublessor shall not be obligated to contest any charges under the Master Lease; provided, however, that if Sublessee raises any reasonable objection, Sublessor shall, at Sublessee's sole cost, pursue available relief under the Master Lease.

C. Late Payment of Base Rent or Additional Rent. If any installment of Base Rent or any other amounts described as "Additional Rent" is paid after the date said installment is due, it shall bear interest at [MATCH INTEREST RATE PROVISIONS IN THE MASTER LEASE]

until paid in full. In addition to such interest, Sublessee acknowledges that the late payment by Sublessee of any installment of any amounts due as Base Rent or Additional Rent will cause Sublessor to incur certain costs and expenses not contemplated by this Sublease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment is not received by Sublessor from Sublessee [by the tenth (10th**)** day after – MATCH TIMING IN THE LEASE] such installment is due, Sublessee shall immediately pay to Sublessor a late charge equal to [ten percent (10%) of such installment or $250.00, whichever is greater – MATCH AMOUNT IN THE MASTER LEASE]. Sublessor and Sublessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Sublessor for its loss suffered by such nonpayment of Sublessee. Acceptance of any late charge imposed hereunder shall not constitute a waiver of Sublessee's default with respect to such nonpayment by Sublessee nor prevent Sublessor from exercising all other rights and remedies available to Sublessor under this Lease.

D. **Payment to Master Landlord**. Notwithstanding the foregoing, Sublessee shall make Base Rent and Additional Rent payments directly to Master Landlord, if acceptable to Master Landlord. In such event, Sublessee shall make all such payments pursuant to the Master Lease and otherwise in accordance with the Master Landlord's payment process.

E. **Insufficient or Dishonored Funds; Administrative Fees**. If Sublessee shall issue a check to Sublessor which is dishonored by Sublessee's depository bank and returned unpaid for any reason, including without limitation, due to insufficient funds in Sublessee's checking account, Sublessee shall pay to Sublessor in addition to any other rights or remedies available to Sublessor pursuant to this Lease, the sum of One Hundred and 00/100 Dollars ($100.00) for Sublessor's administrative expense in connection therewith.

In the event Sublessee, at any time, does not strictly comply with all of the terms, covenants and conditions of this Sublease, including the terms, covenants and conditions of the Master Lease, Sublessor may, but without obligation, elect to perform for Sublessee and on behalf of Sublessee. In such event, any amounts expended by Sublessor shall be immediately due and payable by Sublessee to Sublessor as Additional Rent hereunder, together an administrative fee equal to ten percent (10%) of the amount expended by Sublessor, and in the event of nonpayment thereof, Sublessor shall be entitled to exercise all of its remedies for Sublessee's failure to pay rent as set forth herein.

6. REIMBURSEMENT OF SUBLESSOR.

Upon execution of this Sublease, Sublessee shall pay Sublessor the sum of $_____ as partial reimbursement for the direct and indirect costs incurred by Sublessor at or prior to the Effective Date to negotiate the Master Lease including without limitations any leasing commissions or other charges paid to brokers and attorneys' fees, and to cause the Demised Premises and Licensed Store to be constructed, equipped and improved including without limitations the hard costs of constructing any improvements and installing equipment and the cost and expense to engage licensed architects, engineers and general contractors to prepare such architectural, engineering and construction drawings and site plans, and to obtain all permits

required to construct, remodel, renovate, and/or equip the Licensed store and Demised Premises. Sublessee acknowledges that the construction, equipping and improvement of the Demised Premises and Licensed Store has not been completed as of the Effective Date and it shall be the sole and exclusive responsibility of Sublessee to complete the same, at is sole cost and expense, in accordance with the terms of the Franchise Agreement.

7. SECURITY DEPOSIT.

Sublessee shall pay to Sublessor, upon execution of this Sublease, the sum of $_____, which sum shall be held by Sublessor as a security deposit for the full and faithful performance of each and every term, covenant and condition of this Sublease. If Sublessee defaults in respect to any of the terms, covenants and conditions of this Sublease, Sublessor may use or apply the whole or any part of this security deposit for payment to cure said default without prejudice to any other remedy Sublessor may have as a result of such default. In such event, upon request of Sublessor, Sublessee shall deposit with Sublessor the amount so applied so that the Sublessor shall have the full amount of the security deposit on deposit with Sublessor. Sublessee's failure to pay to Sublessor a sufficient amount to restore said security to the original sum shall constitute a breach of this Lease. Sublessee shall not be entitled to any interest on the security deposit and Sublessor shall have the right to commingle said security deposit with other funds of Sublessor.

[IF A SECURITY DEPOSIT IS REQUIRED UNDER THE MASTER LEASE:] In addition, Sublessee shall pay to Sublessor, upon execution of this Sublease, the sum of $_____, which sum shall be delivered to Master Landlord to hold as the security deposit in accordance with the Master Lease. In the event that the Master Landlord demands Sublessor to restore the amount of the security deposit under the Master Lease based on a default arising from Sublessee's acts or omissions, then Sublessee shall immediately deliver to Sublessor an additional sum as is necessary to restore the security deposit under the Master Lease. Sublessor will have no obligation to Sublessee for Master Landlord's misuse of the security deposit, except to enforce, at Sublessee's sole cost, the terms of the Master Lease regarding the security deposit.

8. INSURANCE.

A. Certificates. Sublessee shall provide Master Landlord or Sublessor with appropriate Certificates of Insurance or copies of all insurance policies required under the Master Lease or sublease, including all endorsements required thereunder. Such Certificates of Insurance shall also name Sublessor and its parents, subsidiaries and affiliates, Master Landlord, its parents, subsidiaries and affiliates, and any other party designed by Master Landlord, including its lenders, if any, as additional insureds, shall waive rights of subrogation, and shall provide that Sublessee's insurance policies are primary and non-contributory with respect to any insurance maintained by Sublessee. Certificates of Insurance shall be provided prior to Sublessee taking possession of the Demised Premises. Sublessee's failure to provide the appropriate Certificate of Insurance when due shall be deemed a material default; if Sublessor has to obtain such insurance because of Sublessee's default or if Sublessee, in its sole discretion, elects to obtain such insurance on behalf of Sublessee, Sublessee shall immediately pay to Sublessor the cost of such insurance plus an administrative fee of equal to twenty-five percent (25%) of such premium cost.

B. Use of Proceeds. If a casualty occurs that is covered by insurance, the Demised Premises must be rebuilt with the proceeds of the insurance unless the Master Lease mandates another result. Sublessee will pay any deductibles and will fund any shortfall if the proceeds of the insurance are inadequate. If the Master Lease is terminated as a result of any casualty, then Sublessee assigns to Sublessor all rights to receive insurance proceeds applicable to the property insured as required under the Master Lease. If a casualty occurs that is not covered by insurance, then Sublessee will rebuild the Demised Premises, at its sole cost and expense, unless the Master Lease mandates another result.

C. Eminent Domain. In the event of the taking of all or any part of the Demised Premises or the shopping center where the Demised Premises is located under the power of eminent domain (or sold under threat of eminent domain), this Sublease shall terminate if the Master Lease is terminated as a result thereof, and the Base Rent payable hereunder shall abate only as long as and to the extent that the rent due from the Sublessor to the Master Landlord under the Master Lease with respect to the Master Lease abates as a result thereof. Sublessee shall have no claim to the Sublessor's condemnation proceeds as a result of any such taking. Any award for the Demised Premises and for damages to the residue, or any negotiated payment by sale in lieu thereof, shall be the sole property of the Sublessor, and the Sublessee assigns to the Sublessor all of its right, title and interest in and to any such award or payment.

D. Right to Terminate. If the Master Lease gives the Master Landlord any right to terminate the Master Lease upon the partial or total damage, destruction, or condemnation of the Demised Premises, such termination right will also apply to this Lease.

9. UTILITIES.

Commencing with the possession of the Demised Premises, Sublessee shall pay for all water, fuel, light, power, heat and telephone services or other utility services supplied to the Demised Premises), unless Master Landlord expressly pays for the same pursuant to the Master Lease and/or the cost thereof is paid by Sublessee as Additional Rent. Sublessor shall have no liability for utility outages or shortages; provided, however that if rent under the Master Lease is abated as a result of any utility outage, then Rent under this Sublease will be abated in an equal amount for an equal period of time.

10. USE.

Sublessee shall use and occupy the Demised Premises solely for the business of a "uBreakiFix by Asurion" branded retail store that offers and sells repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products as permitted under and in compliance with the Franchise Agreement, the Master Lease and the laws of the State in which the Demised Premises are located and for no other use or purpose whatsoever, whether incidental or otherwise without first obtaining Sublessor's and Master Landlord's written consents.

Sublessee shall not use the Demised Premises, nor permit the Demised Premises to be used, in violation of any law, ordinance or regulation or the Master Lease, and Sublessee shall maintain

the Demised Premises so as not to allow the Demised Premises to become a public or private nuisance.

11. NET LEASE.

This Lease is a net, net, net lease, and Sublessee shall pay all amounts of every character for the payment of which Master Landlord or Sublessor shall be liable by reason of their estate or interest in the Demised Premises, or which arise out of the possession, use, repair or rebuilding of the improvements upon the Demised Premises, including but not limited to, any charges that Sublessor is required to pay under the Master Landlord. All rent and all other amounts payable by Sublessee hereunder as Additional Rent, shall be paid without notice or demand, and without set-offs, counterclaim, defense, abatement, deferment or moratorium. Sublessee shall perform and observe the covenants and conditions to be performed and observed by Sublessor under the Master Lease.

12. LIENS.

Sublessee agrees and covenants that it will not cause or suffer the creation of any construction or mechanic's liens, or other liens for any labor performed or materials furnished, for or on behalf of Sublessee, which may cloud or impair Master Landlord or Sublessor's title to the Demised Premises, and that if any such liens shall arise due to an act or omission of Sublessee, Sublessee shall promptly remove the same and that the same shall be discharged of record at Sublessee's expense within ten (10) days after request from Master Landlord or Sublessor. In the event Sublessee fails to discharge any lien after the request of Master Landlord or Sublessor, Sublessor may issue a bond of said lien and the cost thereof shall be deemed Additional Rent and shall be included by Sublessee in its next rent payments to Sublessor.

13. MAINTENANCE AND ALTERATIONS.

Notwithstanding anything to the contrary, Sublessee must maintain the Demised Premises in good condition and repair and must perform all of Sublessor's maintenance, repair and replacement obligations under the Master Lease. Sublessee acknowledges that Sublessor will have no repair or maintenance obligations with respect to the Demised Premises or the shopping center/development/project (the "Project") in which the Demised Premises is situated. Sublessee must not perform any construction or make any alterations, additions, or changes to the Demised Premises without Sublessor's prior written consent and, if required by the Master Lease, Master Landlord's written approval. Upon the expiration of the Term or the sooner termination of this Sublease, Sublessee must surrender the Demised Premises in good condition and repair, in as good a condition or better than required at the time of Sublessor's surrender under the Master Lease.

14. ASSIGNMENT AND SUBLETTING.

A. Transfer. Sublessee may not assign or in anymanner transfer this Sublease or any interest in this Sublease or further sublet the Demised Premises or any part or parts of them, nor permit occupancy by anyone with, through or under the Sublease, without the prior written consent of the Sublessor, in its sole discretion. Any such assignment, transfer, or sublet, if approved, shall

only be in connection with a transfer of the Franchise Agreement (or a new Franchise Agreement executed by the transferee, if applicable) and upon the terms and conditions contained in the Franchise Agreement and the Master Lease. This Sublease and the Sublessee's interest in it will not be assignable by operation of law.

B. Failure to Obtain Approval. Any attempted or actual transfer of this Sublease (whether by way of an assignment, lease or otherwise) by Sublessee without Sublessor's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Sublease.

C. Assignment by Sublessor. Sublessor may at any time assign this Sublease and the rights, privileges, duties and obligations under it, subject only to the requirements of the Master Lease.

D. Sublessor's Right to Cure Defaults. At any time during the term of this Sublease and without notice to Sublessee, Sublessor may, but will not be obligated to, cure or otherwise discharge any default by Sublessee under this Sublease. Any and all costs or expenses which Sublessor may incur for this purpose will be immediately due and payable in full by Sublessee to Sublessor without further notice or communication to Sublessee of any type, kind or nature. Sublessor will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Sublease and at law.

15. DEFAULT AND TERMINATION

Notwithstanding anything to the contrary in this Sublease, Sublessor will have the right to terminate this Sublease, enabling Sublessor to exercise all of the remedies of a landlord under applicable law and to file an action for eviction, unlawful detainer or other claim to recover possession of the Demised Premises upon the happening of any of the following events (each, a "Sublessee Default"):

0

to remove Sublessee and Sublessee 's property from the Demised Premises, Sublessee may not assert any counterclaims or assert as a defense to any such proceeding, any claims Sublessee may have against UBIF Franchising Co., including without limitation, that UBIF Franchising Co. had no right to terminate the Franchise Agreement or that UBIF Franchising Co. had violated applicable franchise laws, it being the intention of the parties that these counterclaims must be brought against UBIF Franchising Co, if at all, in a separate proceeding.

16. INDEMNIFICATION.

Sublessee covenants with Sublessor that Sublessor and Master Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, damage to property of Sublessee or any other person occurring from and after the Effective Date hereof, from any cause whatsoever, by reason of the use, occupancy and/or enjoyment of the Demised Premises by Sublessee or any person thereon or holding under Sublessee, including, but not limited to, damages resulting from any labor dispute, and that Sublessee shall indemnify and save Sublessor and Master Landlord harmless from all liability whatsoever, on account of any such real or claimed damage or

injury and from all liens, claims and demands arising out of the use or occupancy of the Demised Premises and its facilities, or this Sublease, or any repairs, alterations or improvements which Sublessee may make or cause to be made upon same Demised Premises.

17. WAIVER OF SUBROGATION.

Sublessee releases Sublessor, and their respective authorized representatives, from any claims for damage to any person or property of Sublessee in or on the Demised Premises that are caused by or result from risks insured against under any insurance policies carried by Sublessee and in force at the time of any such damage. Without limiting the foregoing, Sublessor shall not be liable to Sublessee for damage caused by fire or any of the risks insured against under any insurance policy required by this Lease or the Master Lease and Sublessee shall cause its insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Sublessor in connection with any covered damage.

18. NOTICES.

Any and all notices or demands by or from Sublessor to Sublessor, or Sublessee to Sublessor shall be in writing. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after deposit with a reputable overnight courier (i.e., UPS and FedEx); one business day after transmission by facsimile or other electronic system expressly approved by Sublessor in writing as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Sublessor:
Asurion UBIF Franchise, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: Real Estate Department

With copy to:
Asurion UBIF Franchise, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: General Counsel

If to Sublessee:
Name
Address
City, STATE ZIP
Attn:

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties given in accordance with the provisions of this paragraph.

19. PROPERTY TAXES.

A. Taxes. From and after the commencement of the Term, as Additional Rent, Sublessee shall reimburse Sublessor as provided herein:

(i) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, at any time, imposed or levied upon or assessed against (A) the Demised Premises or any part thereof that Sublessor is obligated to pay, (B) any rent reserved or payable hereunder, (C) this Sublease or the leasehold estate hereby created or which arise in respect of the operation, possession, occupancy or use thereof; or (D) any personal property lease to Sublessee by Sublessor or owned by Sublessee which personal property is located upon the Demised Premises.

(ii) any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or such other sums payable by Sublessee hereunder;

(iii) all sales and use taxes which may be levied or assessed against or payable by Sublessor or Sublessee on account of the acquisition, leasing or use of the Demised Premises or any portion thereof.

Notwithstanding the foregoing provisions of this paragraph, Sublessee shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits or revenue taxes of Sublessor (other than any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or any other sums payable by Sublessee hereunder) unless any such tax, assessment, charge or levy is imposed or levied upon or assessed against Sublessor in substitution for or in place of any other tax, assessment, charge or levy referred to in this paragraph.

B. Apportionment. All property taxes and assessments that shall become due and payable during the first and last years of the term of this Lease, shall be apportioned pro rata between Sublessor and Sublessee in accordance with the respective number of months during which the Sublessee occupies the Demised Premises and shall be based on the taxing authority's year.

C. Contesting Assessment. Sublessee, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the amount or validity of any tax or assessment imposed against the Demised Premises, but Sublessor shall not be liable for any expenses, including attorney's fees, in connection therewith. If there shall be any refund payable by the governmental authority with respect thereto, Sublessee shall be entitled to receive and retain the same, subject, however, to the apportionment as hereinabove provided in subparagraph B.

D. Method of Payment. Subject to Section(D), Sublessee agrees to pay to Sublessor as Additional Rent, together with its monthly Base Rent payment, an amount equal to of one-twelfth

(1/12th) of the amount of property taxes, in advance. Sublessor may estimate the amount of taxes payable by Sublessee for any tax year and Sublessee agrees to pay such estimated taxes on the first (1st) day of each month of the term of this Sublease, with appropriate adjustment at the time of determining the actual taxes payable by Sublessee for such tax year. The amount payable in the current period shall be adjusted annually based on the last period for which taxes were actually paid plus or minus the difference between the taxes for said period and the prior period. If the total amount of property taxes collected by the Sublessor during any tax year shall exceed the actual property taxes payable by Sublessee for such tax year, Sublessor shall credit such excess to the next tax obligation of Sublessee under this Sublease, and in the case of the final tax year occurring during the Term of this Lease, such excess shall be paid to Sublessee within sixty (60) days after such computation.

20. HAZARDOUS SUBSTANCES.

A. The term "Hazardous Substances" as used in this Sublease shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

B. Sublessee shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Demised Premises, or arising from Sublessee's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Demised Premises, or the transportation to and from the premises of any Hazardous Substances, except as specifically disclosed on **Exhibit C** to this Sublease.

C. Sublessee shall, at Sublessee's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances. Sublessee shall, at Sublessee's own expense, make all submissions to provide all information required by, and comply with all requirements of all governmental authority under said laws.

D. Should any authority or any third-party demand that a cleanup be undertaken because of any spill, discharge, or other release of Hazardous Substances that occurs during the term of this Sublease, as a result of Sublessee's use or occupancy of the Demised Premises, then Sublessee shall, at Sublessee's own expense, carry out all such cleanup to the satisfaction of all governmental authorities, agencies, etc.

E. Sublessee shall provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances to Sublessee upon request.

F. If Sublessee fails to fulfill any duty imposed under this entire Paragraph within a reasonable time or if Sublessor reasonably believes that a release of Hazardous Substances has occurred at the Demised Premises as a result of Sublessee's activities, then and in either case Sublessor may take whatever actions are necessary to evaluate and correct the situation, and Sublessee shall reimburse Sublessor for all costs associated therewith (including attorney's fees and consulting fees) arising out of or in any way connected with any investigation conducted by Sublessor in the exercise of its rights under this Paragraph or in removing any Hazardous Substances resulting from Sublessee's use or occupancy of the Demised Premises.

G. Sublessee shall indemnify, defend, and hold harmless the Sublessor from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Sublease and as a result of the Sublessee's use or occupancy of the Demised Premises.

H. Sublessee's obligations and liabilities under this entire Paragraph shall survive the expiration of this Sublease.

21. <u>MISCELLANEOUS PROVISIONS</u>.

A. This Sublease is and shall be subordinate to any encumbrances affecting the Demised Premises on the Effective Date.

B. Provided Sublessee is not in default hereunder, Sublessee's interest herein shall not be disturbed, and the terms of this Sublease shall continue in full force and effect.

C. Sublessee shall permit Sublessor and its agents to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same.

D. In the event the original Sublease held by either Sublessor or Sublessee is lost or destroyed, each party agrees to re-execute this Sublease at any time upon the request of the other.

E. Nothing contained in this Sublease shall be deemed or construed by the parties hereto, or any other third-party, to create the relationship of principal and agent, or of partnership or of joint venture, or of trustee and beneficiary, or of any other association between the parties hereto and neither the method of payment of any monies hereunder, nor any other provisions in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship set forth hereinabove.

F. The parties hereto understand and agree that no party or parties hereto shall be obligated to pay any income tax, profits tax, excise tax, unemployment insurance tax or other similar tax or charge that may be payable by or chargeable to any other party or parties hereto, under any present or future laws of the state in which the Demised Premises are located, the United States, or any other governmental agency or authority.

G. No waiver of default by the party or parties hereunder shall be implied from any omission by a party or parties to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Sublease by a party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.

H. This Sublease may be amended, modified and changed only by a written instrument signed by all the parties hereto.

I. The language in all parts of this Sublease shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

J. The word "persons" whenever used shall include individuals, estates, trusts, firms, associations, partnerships and limited partnerships, corporations and all other legal entities of any type whatsoever.

K. The various rights, options, elections, powers and remedies of a party or parties to this Lease shall be construed as cumulative, and no one of them exclusive of any others or of any legal or equitable remedy which said party or parties might otherwise have in the event of breach or default in terms hereof, and the exercise of one right or remedy by a party or parties shall not in any way impair their rights to any other right or remedy until all obligations imposed on a party or parties have been fully performed.

L. The captions of the paragraphs and the consecutive order of the paragraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions or interpretations or construction.

M. This Sublease may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one Sublease.

N. This Sublease shall be construed according to the laws of the State in which the Demises Premises are located.

O. Time is of the essence of this Sublease.

P. If Sublessee consists of more than one person or entity, the obligations hereunder will be joint and several.

Q. Each party, upon the request of the other, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Sublease.

R. Should any portion of this Sublease be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Sublease and shall not affect the remainder thereof.

S. It is expressly understood that this Sublease contains all terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this Sublease, and that no prior or contemporaneous agreements, understandings or representations, either oral or written, pertaining to the same, shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of this Sublease cannot be altered, changed modified or added to except in writing signed by all the parties hereto, and all prior and contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Sublessee not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Sublessor or any other person, except as specifically set forth in this Sublease. No officer or employee or agent of Sublessor has any authority to make any representation or promise not contained in this Sublease, and Sublessee agrees that it has executed this Sublease without reliance upon any such representation or promise.

T. Should any party or parties hereto institute any action or proceeding in court or by arbitration to enforce any provision or provisions hereof, or for damages by reason of any default under this Lease, or for a declaration of such party's or parties' rights or obligations hereunder, or for any other judicial remedies, the prevailing party or parties shall be entitled to receive from the losing party or parties such amount as the court may find to be actual attorney's fees and costs incurred for the services rendered the party or parties prevailing in any such action or proceeding or on appeal therefrom. In the event Sublessor employs the services of counsel, without regard to the commencement of any action, resulting from Sublessee's failure to strictly comply with all of the terms, covenants and conditions hereof, all attorneys' fees incurred by Sublessor shall be deemed Additional Rent due hereunder from Sublessee.

U. This Sublease shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the parties and also upon the heirs, executors and administrators of any individuals executing this Sublease.

V. In interpreting this Sublease, the masculine includes the feminine and neuter genders, the plural includes the singular, and vice versa as the context may require.

W. Except as may be provided in this subsection, Sublessor and Sublessee represent and warrant to each other that no real estate commissions, finder's fees or broker's fees have been or will be incurred in connection with this Sublease.

X. Sublessee hereby expressly waives any and all rights of redemption or reinstatement granted by or under any present or future laws in the event of Sublessee being evicted or dispossessed for any cause, or in the event of Sublessor obtaining possession of the Demised Premises by reason of the violation by Sublessee of any of the covenants and conditions of this Sublease or otherwise. The rights given to Sublessor herein are in addition to any rights that may be given to Sublessor by any statute or otherwise.

Y. IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN SUBLESSOR AND SUBLESSEE ARISING OUT OF THIS SUBLEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO, SUBLESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE RIGHT TO A JURY TRIAL OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, (B) THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION, AND (C) THE RIGHT TO SEEK OR COLLECT PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION.

Z. Sublessee shall cooperate in good faith with Sublessor and shall comply with any reasonable request made of Sublessee by Sublessor or its Master Landlord in connection with the procurement of a written consent of this Sublease by the Master Landlord, if required (the "Consent"). In the event, for any reason whatsoever, the Lease has not been fully executed and the Consent is not delivered to Sublessor and Sublessee by _____, 2023, Sublessor may, in its sole and absolute discretion, cancel or terminate this Sublease by giving written notice to Sublessee, in which event this Sublease shall be of no further force and effect, and the parties hereto shall have no further rights, obligations or liability hereunder; provided, however, if the failure to obtain the Consent relates to any failure by Sublessee to provide any documents or information requested by Master Landlord or Sublessee is in default of this Sublease or the Master Lease at the time, then any such cancelation or termination shall not release Sublessee from any obligations, duties or liabilities arising under this Sublease prior thereto. Sublessor agrees to use reasonable due diligence to obtain Master Landlord's consent as soon as possible after the execution and delivery hereof, but Sublessor shall not be required to incur any costs or institute legal proceedings to obtain such consent.

Signatures on the page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease, or caused this Sublease to be executed as of the Effective Date.

SUBLESSOR:	**SUBLESSEE:**
ASURION UBIF FRANCHISE, LLC,	**NAME**,
a Delaware limited liability company	a STATE entity type
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

EXHIBIT A

Master Lease

See attached.

EXHIBIT B

Base Rent Table

EXHIBIT C

Hazardous Substances Statement

Exhibit N

Non-Disclosure Agreement

[DATE]

[Franchisee]
[Franchisee Address]

Dear [Franchisee],

This letter agreement (this "Agreement") is being made and entered into in connection with the potential acquisition (the "Potential Transaction") by you, through one or more entities owned by you, (collectively, "Buyer") of the assets of certain UBREAKIFIX BY ASURION businesses owned and operated by **Asurion UBIF Franchise, LLC**, a Delaware limited liability company ("Asurion"). Each Buyer party and Asurion are individually referred to in this Agreement as a "Party" and, collectively, are referred to herein as the "Parties".

In consideration of, and as a condition to, each of the Buyer's and Asurion's willingness to enter into discussions with the other regarding the Potential Transaction, the Parties each desire to make certain agreements regarding their treatment of Confidential Information. As used in this Agreement, "Confidential Information" means, collectively:

(a) any and all non-public, confidential, and/or proprietary information related to (i) a Party (the "Disclosing Party"), any of its affiliates, or any of their respective businesses or operations, or (ii) the Potential Transaction, in each case furnished by the Disclosing Party or any of its affiliates or Representatives (as defined below) to the other Party (the "Receiving Party") or its Representatives, whether or not expressly marked as "confidential" or "proprietary", whether furnished on, before or after the date hereof, and whether furnished directly by verbal, written or electronic communications, or indirectly by observation of various operations, processes, strategies or methods conducted or used by the other Party;

(b) the existence, status and proposed terms of all discussions relating to the Potential Transaction (including any such terms not ultimately agreed to or accepted); and

(c) any agreements, arrangements or other understandings between the Parties in connection therewith.

Information will not be deemed "Confidential Information" that (i) is already in the possession of the Receiving Party or its Representatives, provided that any information in the possession of the Receiving Party or its Representatives that was previously provided by the Disclosing Party or its affiliates or Representatives in connection with the Potential Transaction shall be deemed "Confidential Information"; (ii) becomes available in the public domain other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives; or (iii) that is received in good faith by the Receiving Party from a source other than the Disclosing Party or its affiliates or Representatives, provided that, to the knowledge of the Receiving Party, such source has legitimate

possession of the information disclosed and has the right to make such disclosure without violating any duty or obligation of confidentiality to the Disclosing Party. As used in this Agreement, "Representatives" means with respect to any Party, any of such Party's directors, officers, stockholders, members, managers, financing sources, employees, agents and advisors.

The Receiving Party agrees (a) to hold all Confidential Information in strict confidence and take strict precautions to safeguard and protect from direct or indirect disclosure to any third party all Confidential Information disclosed by the Disclosing Party to, or otherwise received by, the Receiving Party; (b) to use such Confidential Information solely in connection with the evaluation and negotiation of the Potential Transaction; and (c) not to disclose, or permit any of their Representatives or affiliates to disclose, any Confidential Information to any persons who are not Representatives of the Receiving Party having a need to know such Confidential Information in connection with the evaluation and negotiation of the Potential Transaction, except with the prior written consent of the Disclosing Party or pursuant to a subpoena, order or request issued by a court of competent jurisdiction or by a judicial, administrative, legislative or regulatory body or committee; provided, that if the Receiving Party or any of its Representatives receives any such subpoena, order or request, the Receiving Party will, except as prohibited by law, (i) promptly notify the Disclosing Party in writing thereof, (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such subpoena, order or request, or seek another appropriate remedy, (iii) if disclosure is required (in the reasonable opinion of counsel), cooperate with the Disclosing Party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information, and (iv) if a protective order is not obtained, disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

Each of the Parties agrees that each of their Representatives will be formally apprised of their obligations concerning the confidentiality of all Confidential Information prior to such Representative receiving direct or indirect access thereto, and each Party shall be fully liable hereunder for any breach or failure by any of their Representatives to comply with the obligations set forth in this Agreement to the same extent as if such breach or noncompliance had been committed by such Party. Each Party acknowledges that their or their Representatives' breach of any of their respective obligations under this Agreement may cause irreparable injury to the other Parties and their respective affiliates, and that monetary damages may not be a sufficient remedy. Accordingly, each Party agrees that any other Party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief or specific performance to enforce the terms of this Agreement in connection with any breach or threatened breach of this Agreement by a Party or their Representatives. Upon a final non-appealable order by a court of competent jurisdiction, the non-prevailing Party in any litigation arising out of this Agreement shall reimburse the prevailing Party for its reasonable and documented costs and expenses, including reasonable attorneys' fees and expenses and costs of court. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which a Party may otherwise have.

All written, electronic and other tangible materials comprising Confidential Information held by a Receiving Party or their Representatives, including but not limited to memoranda, notes, reports,

agreements, documents, drawings, hardware, disks and tapes, as well as all copies, extracts or translations thereof, whether such material was made or compiled by the Receiving Party or its Representatives, or furnished by the Disclosing Party, shall, upon written request by the Disclosing Party and except as prohibited by law, be promptly destroyed by the Receiving Party or its Representatives (and the Receiving Party shall certify such destruction in writing to the Disclosing Party with fifteen (15) days following their receipt of any such request by the Disclosing Party) or be returned by the Receiving Party or its Representatives, as applicable, to the Disclosing Party; provided, however, that the Receiving Party may retain copies of Confidential Information, subject to this Agreement, in accordance with their internal record retention policies and procedures for legal, compliance or regulatory purposes.

Each Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information except as specified in this Agreement. Each Party shall at all times retain all proprietary rights (including, but not limited to, patents, copyrights and trade secrets) in and to Confidential Information, including all modifications or additions thereto by the Receiving Party. The Receiving Party shall not reproduce, use or copy any Confidential Information of the Disclosing Party other than expressly in accordance herewith or as may be otherwise approved in advance in writing by the Disclosing Party.

The Disclosing Party makes no express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that he Disclosing Party has no liability relating to the Confidential Information or for any errors therein or omissions therefrom except as may otherwise be set forth in a definitive written agreement between the Parties, if any. The Receiving Party will only be entitled to rely on representations and warranties as may be included in any such definitive written agreement, subject to any limitations and restrictions as may be contained therein.

This Agreement is not intended to obligate any Party to enter into any further agreements or proceed with the Potential Transaction. Each Party reserves the right, in its sole discretion, to reject any or all proposals, to decline to furnish further information, and to terminate further discussions of the Proposed Transaction at any time. The exercise of these rights by a Party shall not affect the enforceability of any provisions of this Agreement. The obligations of the Parties under this Agreement shall survive the termination of discussions of the Proposed Transaction, regardless of the manner of such termination.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws provisions of that State that would result in the application of another State's laws. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding a Party unless approved in writing by each of the Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. If any clause or provision herein shall be judged invalid or unenforceable, it shall not affect the validity of any other provision, which shall remain in full force and effect. This Agreement shall be binding

upon, inure to the benefit of, and be enforceable by the Disclosing Party, its heirs, successors, and assigns against the Receiving Party, its heirs, successors and assigns. Signatures of the Parties submitted by electronic transmission (including facsimile and email transmission) will be valid and binding for all purposes. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

Very truly yours,

Asurion UBIF Franchise, LLC

By: _____
Name: Eric Mueller
Title: Vice President and Authorized Signatory

AGREED TO AND ACCEPTED

_____
[Franchisee]

[Signature Page to Non-Disclosure Letter Agreement]

Exhibit O

Asset Purchase Agreement

Data Room Draft
[UBIF STORE NAME]

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of [_____], 2023 ("**Effective Date**"), by and between **Asurion UBIF Franchise, LLC**, a Delaware limited liability company ("**Seller**"), and [Buyer], a [insert Buyer state of formation and entity type] ("**Buyer**"), and only for purposes of Sections 1(e), 6, 7, 11 and 12, [insert owner(s) of Buyer], in their individual capacity as the sole owner(s) of Buyer ("**Owner**"). Seller, Buyer and Owner are sometimes individually referred to in this Agreement as a "**Party**" and collectively referred to as the "**Parties**". Capitalized terms used here, but not otherwise defined herein, are defined as set forth in Section 12(q) of this Agreement.

RECITALS:

A. Buyer has agreed to acquire the assets located in or used in the operation of the "UBREAKIFIX BY ASURION" / "ASURION TECH REPAIR & SOLUTIONS" business (the "**Business**") located at the address set forth on Exhibit A (the "**UBIF Store**") for a purchase price of [$_____] (the "**Purchase Price**").

B. Seller desires to sell the Purchased Assets to Buyer, and Buyer desires to buy the Purchased Assets from Seller.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and of the covenants, warranties and agreements set forth below and for other valuable consideration received, the Parties hereby agree as follows:

1. Purchase and Sale of Assets:

(a) Effective as of the Closing, on the terms and subject to the conditions contained in this Agreement:

(i) Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest, legal and beneficial, in and to only the assets of the Business listed on Schedule 1(a) (the "**Purchased Assets**") of the UBIF Store, as the same shall exist on the Closing.

(ii) Buyer shall pay the Purchase Price to Seller (pursuant to Section 2 below), and Seller shall assign, transfer and convey the Purchased Assets to Buyer, as evidenced by a Bill of Sale and Assignment, in substantially the form attached hereto as Exhibit B.

(iii) All consigned inventory and parts that are located in the UBIF Store on the Closing Date will become "Consigned Parts" under Buyer's franchise agreement delivered

Asurion_Internal_Use_Only

pursuant to Section 4(c)(iv) for such store. To the extent that there is any shrink relating to pre-Closing periods, such shrink is an Excluded Liability.

(b) Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (the "**Excluded Assets**"):

(i) all profit-sharing deposits, any claims by Seller against third parties, tax refunds, prepaid consultant fees, prepaid expenses to the extent relating to periods prior to the Closing, escrow and/or trust accounts held by or for the benefit of a Seller for any purposes, including prepaid insurance premiums and utility deposits to the extent relating to periods prior to the Closing;

(ii) all cash, except for $200 cash in the drawer of the UBIF Store;

(iii) those Permits, if any, which by Law cannot be transferred by Seller to Buyer or that otherwise do not pertain solely to the Business;

(iv) the corporate records, business records and tax records of Seller to the extent unrelated to the Business;

(v) any and all bank accounts of Seller;

(vi) those items of personal property, if any, listed on Schedule 1(b) hereof;

(vii) the excluded contracts listed on Schedule 1(b) hereof ("**Excluded Contracts**");

(viii) any insurable claims or the proceeds thereof relating to periods prior to Closing;

(ix) confidential personnel and medical records pertaining to any employee of Seller, which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and;

(x) For purposes of clarity, any other assets of Seller that pertain to any other "UBREAKIFIX BY ASURION" / "ASURION TECH REPAIR & SOLUTIONS" stores that are not listed on Exhibit A or that pertain to any other business activities of Seller.

(c) Assumed Liabilities. Subject to the terms of this Agreement, including without limitation Section 1(e)(ii) below, at and as of Closing, Buyer assumes and agrees to pay, perform, discharge and satisfy when due, only those Liabilities of Seller arising under the Assumed Contracts, to the extent (i) such Assumed Contracts are validly assigned to Buyer pursuant to the terms and conditions of this Agreement, (ii) such Liabilities are attributable to the Business or the Purchased Assets and are not Excluded Liabilities, and (iii) such Liabilities are to be paid, performed or satisfied after Closing and relate solely to periods arising after the Closing (collectively, the "**Assumed Liabilities**"). Notwithstanding the execution at Closing of the Sublease Agreement, if the Real Property Lease is thereafter assigned to Buyer, it shall be deemed to be an Assumed Contract effective as of the Closing.

(d) Excluded Liabilities. Except for the Assumed Liabilities, all Liabilities of Seller and the Business shall be retained by Seller, shall not be assigned to, or assumed by, Buyer, and shall be otherwise excluded from the Transactions ("**Excluded Liabilities**"); provided that the Sublease Agreement will govern the allocation of Liabilities with respect to the Leased Premises. Without limiting the generality of the foregoing, Excluded Liabilities includes all Liabilities relating to, arising from or in connection with: (i) Excluded Contracts; (ii) Assumed Contracts for periods prior to Closing, including any obligation of, breach of, failure to perform under, torts relating to the performance of, violations of Law under, infringements or indemnities under, guaranties pursuant to and overcharges or underpayments under any Assumed Contracts; (iii) Excluded Assets; (iv) any actual or alleged Losses incurred by any person or involving any property and relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (v) Taxes relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (vi) accounts payable or other accrued liabilities relating to, arising out of or in connection with the Business or the Purchased Assets prior to Closing; (vii) any employee compensation and benefit arrangements, plans or program, including all Employee Benefit Plans; and (viii) the termination of Business employees by Seller contemplated in Section 7(b).

(e) Lease.

(i) At Closing, Seller and Buyer shall enter into a Sublease Agreement subleasing the Leased Premises that comprises the Business to Buyer, in a form substantially similar to that attached hereto as Exhibit C or in such other form as may be required by the landlord for the Leased Premises ("**Landlord**") and that is acceptable to Seller (the "**Sublease Agreement**").

(1) Buyer will occupy the Leased Premises and operate the Business for its account as of the Closing Date.

(2) The term of the Sublease Agreement shall expire at the end of the current term of the Real Property Lease, whether that is the initial term or an extended term thereunder (the "**Current Term**"), Seller shall not be obligated to exercise any renewal right or option available to it thereunder, and Buyer will be responsible for negotiating a new lease with Landlord if it desires to remain in the Leased Premises beyond the Current Term.

(3) If Buyer and Landlord desire to assign the Real Property Lease at the end of the Current Term, rather than negotiate a new lease, any such assignment must (A) release Seller from liabilities and obligations under the Real Property Lease arising or accruing after the expiration of the Current Term, (B) release Seller's parent company from any guaranties of Seller's obligations under the Real Property Lease, and (C) otherwise be subject to Seller's approval, in its sole discretion ("**Seller's Assignment Criteria**"). Thereafter, Seller shall have no continuing liability with respect to the Real Property Lease, whether as assignor, signatory or guarantor and it shall be Buyer's exclusive responsibility to provide such guarantees, security or other financial assurances as may be acceptable to Landlord.

(4) Notwithstanding the foregoing, if the Current Term is longer than five years following the Closing Date, then the Buyer and Owner agree to use their best efforts to assist Seller in negotiating an assignment of the Real Property Lease that is acceptable to Landlord and meets Seller's Assignment Criteria prior to the expiration of such five-year period.

(ii) If the Real Property Lease requires Landlord's written consent to the Sublease Agreement (the "**Sublease Consent**"), the Parties shall proceed with all diligence to obtain such Sublease Consent.

(1) Buyer and Owner agree to use their best efforts to assist Seller in obtaining the Sublease Consent, including without limitation promptly and timely responding to all requests from Landlord for financial statements; tax returns; bank statements; information necessary to run credit reports and other background checks; personal and business resumes; references; copies of driver's license, passport or similar documents; and any other information and documents that Landlord may request (collectively, the "**Landlord Requested Information**"). Buyer agrees to provide all Landlord Requested Information even if Buyer may have already provided similar information to Seller.

(2) Buyer acknowledges and agrees that (A) Seller is subject to certain risks in not having an executed Sublease Consent, (B) Seller will incur various administrative and third-party costs and expenses during the period between Closing and when the Sublease Consent is executed by Landlord, and (C) time is of the essence in obtaining the Sublease Consent. Therefore, Buyer agrees to provide any Landlord Requested Information within the time period communicated in writing to Buyer by Seller.

(3) Seller shall continue to pay all rent and other amounts due under the Real Property Lease, and Buyer shall reimburse Seller therefor, until such time as Landlord may allow Buyer to pay such amounts directly to Landlord—all in accordance with the terms of the Sublease Agreement.

(4) The Parties agree that Seller shall pay any transfer fees and expenses that may be charged by Landlord in connection with the Sublease Agreement.

(iii) Notwithstanding the execution at Closing of a Sublease Agreement, if Landlord requires that the Real Property Lease be assigned to Buyer, or if Buyer desires and Seller agrees, in its sole discretion, to seek an assignment, then Seller and Buyer shall enter into a lease assignment agreement (the "**Lease Assignment Agreement**") assigning the Real Property Lease to Buyer, in a form substantially similar to that attached hereto as Exhibit D or such other form that is required by the Landlord to obtain the Assignment Consent (as defined below), subject to the following:

(1) Buyer and Owner agree to use their best efforts to assist Seller in obtaining Landlord's written consent to the Lease Assignment Agreement (the "**Assignment Consent**"), including without limitation promptly and timely executing the Lease Assignment Agreement and providing (A) any personal Guaranties of the Real

Property Lease required by Landlord for the time period after the Closing (including Owner's spouse, if required), (B) a reasonable security deposit if required by Landlord, and (C) all Landlord Requested Information.

(2) Buyer acknowledges and agrees that the terms of any Lease Assignment Agreement must meet Seller's Assignment Criteria.

(3) If Landlord requires a Lease Assignment Agreement rather than a Sublease Agreement, then any failure by Buyer to comply with item (1) immediately above within the time period communicated in writing to Buyer shall result in Buyer paying to Seller the Administrative Fee for each such failure, in addition to any other rights or remedies available to Seller pursuant to this Agreement.

(4) If the Lease Assignment Agreement is being sought at the request of Buyer and Buyer fails to comply with item (1) immediately above within the time period communicated in writing to Buyer by Seller, then Seller shall have the right, at any time thereafter and in its sole discretion, to terminate efforts to obtain the Assignment Consent and the Parties shall thereafter seek a Sublease Consent in accordance with the provisions of subparagraph (ii) immediately above. If the Lease Assignment Agreement is not fully executed (including the Assignment Consent) on or before 90 days following Closing, then Seller shall have the right, at any time thereafter and in its sole discretion, to terminate efforts to obtain the Assignment Consent and the Parties shall thereafter seek a Sublease Consent in accordance with the provisions of subparagraph (ii) immediately above.

(5) The Parties agree that, if Landlord requires a Lease Assignment Agreement rather than a Sublease Agreement, then Seller shall pay all of Landlord's assignment or transfer fees and expenses in connection with a Lease Assignment Agreement. However, if the Lease Assignment Agreement is being sought at the request of Buyer, then Buyer shall pay all such assignment or transfer fees and expenses. Buyer acknowledges that Landlord may charge a fee for simply reviewing the assignment request, with no commitment to execute the Assignment Consent.

(iv) Notwithstanding anything in this Agreement to the contrary, in the event that (A) neither a required Sublease Consent nor a fully executed Lease Assignment Agreement (including the Assignment Consent) is obtained on or before 120 days following Closing; or (B) the Landlord notifies Seller of an 'event of default' (as such term or its comparable term is defined and described in the Real Property Lease) relating to failure to obtain Landlord's consent to the Transactions and exercises an associated termination right under such lease, or files a lawsuit to evict or dispossess Seller and/or Buyer (each of the foregoing being, a "**Re-Purchase Event**"), then Seller shall have the right, at any time thereafter, to terminate the Sublease Agreement and exercise its Re-Purchase Right pursuant to Section 7(k).

2. Purchase Price:

(a) At Closing, Buyer shall pay to Seller, by wire transfer of immediately available funds to the account specified by Seller, an amount equal to (i) the Purchase Price; *plus* (ii) Post

Closing Rent Payments pursuant to Section 2(b)(i)(A) below (collectively, the "**Closing Consideration**").

(b) Real Property Lease Prorations and Credits.

(i) Seller and Buyer agree to prorate any payments made by Seller under the Real Property Lease (other than any required deposit) prior to Closing related to periods from and after the Closing ("**Post-Closing Rent Payments**") such that Seller is only responsible for those amounts related to periods prior to the Closing. Seller shall disclose in writing to Buyer the amount of all Post-Closing Rent Payments for the Leased Premises as soon as such amount becomes available to Seller.

(A) With respect to any Post-Closing Rent Payments that are disclosed to Buyer at least one (1) Business Day prior to Closing, Buyer shall pay Seller at Closing for such Post-Closing Rent Payments.

(B) With respect to any Post-Closing Rent Payments that are disclosed to Buyer thereafter, Buyer shall pay Seller such Post-Closing Rent Payments promptly upon receiving a written request therefor.

(ii) Under the Sublease Agreement, any security deposits paid for by the Seller in respect of the Real Property Lease will remain in Seller's account as the tenant of record. Buyer will be responsible for post-Closing damages and liabilities at the Leased Premises, in accordance with the terms of the Sublease Agreement and Section 7(c)(i) below.

(iii) If Seller receives a CAM or similar expense (as defined or described in the Real Property Lease) reconciliation report from the Landlord under the Real Property Lease covering both the pre-Closing and post-Closing periods and the report provides that Seller is entitled to a refund or credit of an additional rent amount, Seller shall pay to Buyer Buyer's prorated share of the additional rent that was overpaid within ninety (90) days after Seller has received a refund or credit of the overpaid additional rent amount from the Landlord. If, however, the CAM reconciliation report requires Seller to pay more additional rent, Buyer shall pay to Seller Buyer's prorated share of the additional rent amount within ninety (90) days after Seller has paid the additional rent amount to the Landlord. If the Real Property Lease is assigned pursuant to Section 1(e)(iii) above and Buyer is the Party who receives the CAM reconciliation report, then any overpayment or under payment of additional rent shall be prorated in accordance with the foregoing.

(iv) Seller shall be entitled to any tenant improvement allowance funds from Landlord that relate to tenant improvements completed by Seller prior to Closing.

(v) The Parties acknowledge that there is no post-Closing reconciliation to true-up pre/post Closing revenues and expenses relating to the Business. As a result, if Buyer receives any payments from customers for work performed by Seller prior to Closing, Buyer may keep such amount. Conversely, if there are any amounts owed for royalties, chargebacks, etc. charged to Buyer that relate to the pre-Closing period, Buyer is responsible for paying same.

3. Allocation of Purchase Price: Within thirty (30) days after the Closing, Seller will provide to Buyer a proposed Purchase Price allocation for tax and accounting purposes. Buyer will review such proposal and the Parties will mutually agree upon a final Purchase Price allocation as soon as practicable thereafter, but in no event later than ninety (90) days after the Closing. The Parties will adhere to such allocation for all purposes, including federal and state income tax purposes. Seller and Buyer agree to cooperate in preparing and filing IRS Form 8594 reflecting that allocation set forth on Schedule 3.

4. Closing:

(a) Closing. The closing of the transactions contemplated by this Agreement and the Related Documents, including the transfer of the Purchased Assets and the delivery of Seller's deliveries set forth in Section 4(b) and Buyer's deliveries set forth in Section 4(c) (the "**Transactions**") shall occur effective as of 12:01 A.M. (Central Standard Time) on the Closing Date at the Business (the "**Closing**"). The "**Closing Date**" shall be [_____], 2023 or, if the Closing has not occurred by the Closing Date, as soon as reasonably practicable following the date upon which the conditions to Closing in Sections 8 and 9 are satisfied or waived (except for those conditions to Closing that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), but in no event later than [_____], 2023 (the "**Closing Deadline**"). Any waiver of the conditions to Closing in Sections 8 and 9 shall be delivered in writing, email being sufficient. The Closing may be conducted by conference call and electronic exchange of signatures.

(b) Seller's Deliveries. At Closing, Seller will deliver to Buyer:

(i) a Bill of Sale and Assignment in substantially the form attached hereto as Exhibit B, duly executed by Seller;

(ii) the Sublease Agreement, duly executed by Seller;

(iii) a Termination and General Release Agreement in the form required by Franchisor, duly executed by Seller, terminating the existing Franchise Agreement between Seller and Franchisor for Seller's operation of the Business (collectively, the "**Existing Franchise Agreement**");

(iv) the certificate required by Section 9(a), duly executed by an authorized officer of Seller;

(v) any other documents reasonably requested by Buyer that are necessary to effectuate the Transactions; and

(vi) all keys and/or access codes in Seller's possession for the Leased Premises.

(c) Buyer's Deliveries. At Closing, Buyer and Owner will deliver to Seller:

(i) the Closing Consideration;

(ii) a Bill of Sale and Assignment in substantially the form attached hereto as Exhibit B, duly executed by Buyer;

(iii) the Sublease Agreement, duly executed by Buyer;

(iv) a franchise agreement and related documents, including a continuing guaranty, in the forms required by Franchisor, duly executed by Buyer and Owner, which grants Buyer the right to operate the Business;

(v) the certificate required by Section 8(a), duly executed by an authorized officer of Buyer; and

(vi) any other documents reasonably requested by Seller that are necessary to effectuate the Transactions.

5. Representations and Warranties of Seller: Seller hereby represents, warrants and covenants to Buyer on and as of the date hereof and on and as of the Closing as follows:

(a) Organization and Good Standing of Seller. Seller is validly existing, duly organized and in good standing under the Laws of Delaware and has all requisite registrations and authorizations needed to transact business in Delaware and the State where the UBIF Store is located. Seller has all necessary power and authority to carry on its operation of the Business as now conducted and to lease the Leased Premises.

(b) Authority to Enter into Agreement. Seller has all requisite power and authority, and Seller has obtained all necessary consents, approvals and authorizations to enter into and perform its obligations under this Agreement and to consummate the Transactions. All company proceedings required to be taken by or on behalf of Seller to authorize Seller to complete the Transactions have been duly and properly taken. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation, enforceable in accordance with its terms. Each agreement, instrument, schedule and other document (other than this Agreement) which is executed and delivered at Closing or which is otherwise executed and delivered in connection with this Agreement (collectively, the "**Related Documents**") shall have been duly executed and delivered by Seller and shall be the valid and binding obligation of Seller, enforceable in accordance with its respective terms.

(c) No Conflict. Except with respect to Franchisor's consent under the Existing Franchise Agreement and any required Sublease Consent or Assignment Consent, the execution and delivery of this Agreement and the Related Documents and the consummation of the Transactions do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Encumbrance pursuant to, (i) the terms or conditions of Seller's articles of incorporation or organization, bylaws, operating agreement, or other incorporation, formation or governing documents, or (ii) any Law, any Permit, or any Contract to which Seller is a party or by which Seller is bound.

(d) Third-Party Consents. Other than the Franchisor and the Landlord(s), no consent of any third party is necessary in order for Seller to sell and transfer the Purchased Assets to Buyer as contemplated by this Agreement or for Seller to otherwise consummate the Transactions.

(e) Purchased Assets.

(i) Seller has, and shall convey to Buyer on the Closing, good and marketable title to all of the Purchased Assets, free and clear of any Encumbrances except for Permitted Encumbrances and the Assumed Liabilities. All the Purchased Assets are, and as of the Closing will be, located at the Leased Premises.

(ii) Schedule 5(e)(ii) describes the real estate lease ("**Real Property Lease**") for the UBIF Store that comprises the Business, by and between Seller and Landlord for the premises located at the location(s) set forth on Exhibit A (the "**Leased Premises**"), together with any amendments, modifications or supplements thereto. Except as set forth on Schedule 5(e)(ii), Seller is current in all of its obligations under the Real Property Lease and is not in breach or default of the Real Property Lease and no events or circumstances exist that would reasonably be expected to result in any such breach or default of the Real Property Lease, except for any breach or default resulting from closing the Transactions without obtaining any required Sublease Consent or Assignment Consent.

(iii) Except for the express representations, warranties and covenants of Seller contained in this Agreement, including as provided in Section 7(a)(ii) and (iii), Buyer agrees that the sale of the Purchased Assets as provided for herein is made on an "AS IS", "WHERE IS" basis and "WITH ALL FAULTS", and Seller makes no representations, warranties or guaranties of any kind, express or implied, oral or written, concerning the value, nature, quality, condition suitability, habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Purchased Assets. The foregoing provision shall survive the Closing or the termination of this Agreement.

(f) Proceedings. Except as set forth on Schedule 5(f), there is not now pending or, to Seller's Knowledge, threatened, and there has not been during Seller's period of ownership of the Business, any litigation, judgments, liens, actions or other legal or administrative proceedings or investigations (i) against Seller relating to the Purchased Assets or the Business, or (ii) that challenges or may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions. To Seller's Knowledge, there is no basis for any such action, litigation, lien, proceeding or investigation.

(g) Store Information Sheet. The information sheet made available to Buyer prior to the Effective Date is true and correct in all material respects.

(h) Fees and Commissions. Seller has not employed, agreed to pay or become liable to pay any consultant's, broker's, finder's, originator's, and/or agent's fee or commission by reason of services alleged to have been rendered for or at the instance of Seller in connection with this Agreement, the Related Documents and the Transactions.

6. Representations and Warranties of Buyer and Owner: Buyer and Owner hereby jointly and severally represent, warrant and covenant to Seller on and as of the date hereof and on and as of the Closing as follows:

(a) Organization and Good Standing of Buyer. Buyer is validly existing, duly organized and in good standing under the Laws of the State identified in the introductory paragraph of this Agreement and has all requisite registrations and authorizations needed to transact business in the State where the UBIF Store is located and each other State, if any, in which such registration or authorization is required by the nature of its business or the conduct of its operations. The Owner(s) identified on the signature page is/are the only Owner(s) of Buyer, and, as such, is/are the sole legal and beneficial owner(s) of the capital stock, membership interests, partnership interests, or other ownership interests of any kind of Buyer, and there are no outstanding or authorized options, warrants, convertible securities, equity plans, phantom equity, or other rights, agreements, arrangements or commitments of any character relating to any ownership in Buyer that will be triggered by the Transactions.

(b) Authority to Enter into Agreements. Buyer and Owner have full power and authority to enter into this Agreement, to perform their respective obligations under this Agreement and to consummate the Transactions. All corporate, company, partnership and/or other proceedings required to be taken by or on behalf of Buyer and Owner to authorize Buyer and Owner to execute, deliver, and carry out this Agreement and each of the Related Documents and to authorize Buyer and Owner to complete the Transactions have been duly and properly taken. This Agreement has been duly executed by Buyer and Owner and is the valid and binding obligation of each, enforceable in accordance with its terms. Each Related Document to be executed and delivered at Closing will be duly executed by Buyer and Owner and will be the valid and binding obligation of Buyer and Owner, enforceable in accordance with its terms.

(c) No Conflict with Other Agreements. The execution and delivery of this Agreement and the Related Documents, and Buyer's and Owner's compliance with their respective terms, and the consummation of the Transactions do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Encumbrance pursuant to, (i) the terms or conditions of each Buyer's articles of incorporation or organization, bylaws, operating agreement, or other incorporation, formation or governing documents, or (ii) any Law, any Permit, or any Contract to which a Buyer or Owner are a party or by which a Buyer or Owner are bound.

(d) Third Party Consents. Other than the Franchisor and the Landlord(s), no consent of any third party is necessary in order for Buyer to acquire the Purchased Assets from Seller as contemplated by this Agreement or for Buyer to otherwise consummate the Transactions.

(e) Proceedings. There is not now pending or, to Buyer's or Owner's Knowledge, threatened, and there has not been during the last two (2) years, any litigation, judgments, liens, actions or other legal or administrative proceedings or investigations against Buyer or Owner that challenges or may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions. To Buyer's or Owner's Knowledge, there is no basis for any such action, litigation, lien, proceeding or investigation.

(f) Fees and Commissions. Neither Buyer nor Owner has employed, agreed to pay or become liable to pay any consultant's, broker's, finder's, originator's and/or agent's fee or commission by reason of services alleged to have been rendered for or at the instance of Buyer or Owner in connection with this Agreement, the Related Documents and the Transactions.

7. Covenants and Agreements:

(a) Conduct of Business. During the period between the Effective Date and Closing (the "**Pre-Close Period**"), Seller shall continue to operate the Business in the ordinary course and substantially in the same manner as previously conducted by it prior to the Effective Date, including:

(i) closing out all open purchase orders that are capable of being closed, and closing out tickets in the UBIF Portal for work that is completed or inactive;

(ii) ensuring that the UBIF Store has the necessary consigned inventory to run the Business for a minimum of two (2) weeks, provided that (A) Buyer shall conduct a physical count of consigned inventory within one (1) week following Closing to confirm such minimum amount, failing which Seller will have no liability for the shortfall, and (B) if Buyer's count results in a material shortfall (in Seller's opinion), Seller may arrange for a subsequent count with a Seller representative present;

(iii) taking timely counts of consigned inventory, in accordance with Franchisor's policies and procedures;

(iv) timely performing its obligations under each Contract to which it is a party;

(v) continuing to respond to customers and perform services for customers in a timely manner;

(vi) using commercially reasonable efforts to maintain existing material business relations with third parties;

(vii) paying all Taxes as they become due and payable; and

(viii) otherwise operating the Business in accordance with the requirements of the Existing Franchise Agreement and Franchisor's policies and procedures.

Without limiting the generality of the foregoing, except in the ordinary course of business consistent with past practices, during the Pre-Close Period, Seller shall not (A) grant or incur any Encumbrance (other than Permitted Encumbrances) on any Purchased Asset that did not exist on the date hereof; (B) sell, assign, transfer, lease or otherwise dispose of any Purchased Assets; (C) terminate or amend any Assumed Contract; or (D) agree or commit to do any of the foregoing.

(b) Employees.

(i) Neither Buyer nor Seller shall communicate with Business employees regarding the Transaction without the other Party's prior consent, except as provided below.

(ii) Seller and Buyer shall cooperate to inform Business employees of the Transactions on or about [_____] during a kick-off call that includes representatives of Seller and Buyer (the "**Kick-Off Call**"). Buyer may offer Seller's Business employees the opportunity for employment with Buyer as of the Closing at the Kick-Off Call or at any time thereafter, subject to certain reasonable screening processes determined by Buyer. Except as prohibited by law, Seller shall provide Buyer with such information about the Business employees as is reasonably requested by Buyer in order to provide offers of employment to such employees and perform the necessary screening of such employees.

(iii) Following the Kick-Off Call, Buyers may communicate with Seller's Business employees, either as part of Buyer's hiring decision process or regarding the transition of employment for those employees to whom Buyer has offered employment effective as of the Closing; provided that Buyers shall give Seller prior written notice (e-mail being sufficient) of each communication, including the subject of the communication, and obtain Seller's reasonable consent thereto.

(iv) At Closing, Seller shall terminate all the employees of the Business, at Seller's sole risk, cost and expense, except for any employee that has accepted a different position with Seller or any of its affiliates. For the avoidance of doubt, Buyers shall not assume any obligation(s) under any Employee Benefit Plan of Seller, including any unused paid time off accrued through the date of Closing.

(c) Indemnification.

(i) Buyer Indemnification. Buyer and Owner, jointly and severally, shall defend, indemnify, and hold harmless Seller and its past, present and future affiliates, parents, subsidiaries, divisions, and partners, and the respective directors, officers, shareholders, members, owners, managers, employees, agents, representatives, trustees, executors and administrators of each (each a "**Seller Party**") from and against any Losses incurred or suffered by a Seller Party and resulting from, arising out of, or otherwise relating to (A) any breach of any representation and warranty made by Buyer or Owner in this Agreement; (B) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer or Owner pursuant to this Agreement; (C) any Assumed Liability; (D) any Third Party Claim based upon, resulting from or arising out of the Business or the business, operations, properties, assets or obligations of Buyer or Owner conducted, existing or arising after the Closing, including with respect to the Leased Premises; (E) any and all Taxes due with respect to the Business or the Purchased Assets accruing after the Closing and that are not Excluded Liabilities; or (F) any obligations under the Assumed Contracts or Sublease Agreement accruing after the Closing; provided that Buyer's indemnification obligations above with respect to the Leased Premises for which there is a missing Sublease Consent or Assignment Consent (1) shall not include matters covered by Seller's Missing Consent Liability (as defined in subsection (ii) below), and (2) in the event of a Re-Purchase

Closing (as defined in Section 7(k)(ii)), shall be limited to Losses incurred or suffered by a Seller Party based upon, resulting from or arising out of the Business or the business, operations, properties, assets or obligations of Buyer or Owner (including the breach of any such obligations) conducted, existing or arising out of, or otherwise relating to, time period from and including the Closing Date to the Re-Purchase Closing Date.

(ii) Seller Indemnification. Seller shall defend, indemnify, and hold harmless Buyer and its past, present and future affiliates, parents, subsidiaries, divisions, and partners, and the respective directors, officers, shareholders, members, owners, managers, employees, agents, representatives, trustees, executors and administrators (each a "**Buyer Party**") from and against any Losses incurred or suffered by a Buyer Party and resulting from, arising out of, or otherwise relating to (A) any breach of any representation or warranty made by Seller in this Agreement; (B) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller under this Agreement; (C) any Excluded Asset or any Excluded Liability (but subject to Buyer's obligations with respect to the Leased Premises set forth in the Sublease Agreement or subsection (i) immediately above); (D) any Third Party Claim based upon, resulting from or arising out of the Business or the business, operations, properties, assets or obligations of Seller conducted, existing or arising prior to the Closing; or (E) any and all Taxes due with respect to the Business or the Purchased Assets accruing at or prior to the Closing (and whether or not due and payable as of Closing), regardless of any knowledge that Buyer acquired (or knowledge capable of being acquired by Buyer) at any time, whether before or after the execution and delivery of this Agreement or the Closing; provided that, with respect to the Real Property Lease, Seller's indemnification obligations above for Losses resulting from, arising out of or otherwise relating to the failure of a Sublease Consent or Assignment Consent to be obtained ("**Missing Consent Liability**") shall be limited to Buyer's direct damages resulting therefrom and as provided in subsection (iv)(1) below.

(iii) Notification; Defense; Payment. Each indemnified party (the "**Notifying Party**") will promptly notify the indemnifying party (the "**Indemnifying Party**") of the existence of any third party claim, demand or other action giving rise to an obligation of indemnification or defense hereunder (a "**Third Party Claim**") and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel; provided, however:

(1) the Notifying Party will have the right to participate in such defense at its own expense; and

(2) the Indemnifying Party will not be entitled to undertake to defend the Third Party Claim if (w) the Third Party Claim is asserted directly by or on behalf of a Person that is a supplier or customer of the Business; (x) the Third Party Claim relates to or arises in connection with (A) any criminal proceeding, action, indictment, allegation or investigation or could otherwise result in criminal liability of the Notifying Party, or (B) any claim for unpaid Taxes, (y) such Third Party Claim could reasonably be expected to result in injunctive relief or other equitable remedies against the Notifying Party, or (z) the Notifying Party reasonably believes that the interests of the Indemnifying Party and the Notifying Party with respect to such Third Party Claim are in conflict with one another and, as a result, the Indemnifying Party could not adequately represent the interests of the Indemnified Party.

If, within a reasonable time after receipt of notice of a Third Party Claim, the Indemnifying Party fails to undertake to defend any Third Party Claim, the Notifying Party will have the right, but not the obligation, to defend and to compromise or settle such Third Party Claim for the account, and at the risk and expense, of the Indemnifying Party. The party defending a Third Party Claim will timely provide to the other party all such information relating to the defense, negotiation and/or settlement of the Third Party Claim as the other party may reasonably request. Otherwise, each party will make available to the other, at such other party's expense, such information and assistance as such other party may reasonably request in connection with the defense of a Third Party Claim. If a Notifying Party claims a right to payment pursuant to this Agreement not involving a Third-Party Claim, then such Notifying Party will send written notice of such claim to the appropriate Indemnifying Party. Such notice will specify in reasonable detail the basis for such claim. As promptly as possible after the Notifying Party has given such notice, such Notifying Party and the appropriate Indemnifying Party will establish the merits and amount of such claim (by mutual agreement, arbitration, litigation or otherwise).

(iv) Limitations. Notwithstanding anything in this Agreement to the contrary:

(1) The aggregate amount of all Losses for which Seller shall be liable under Section 7(c)(ii) arising from or relating to any Missing Consent Liability shall not exceed the Re-Purchase Price (as defined in Section 7(k)(iv)).

(2) In no event shall Buyer or Owner or Seller be liable for any Losses under Section 7(c)(i) or Section 7(c)(ii), as applicable, until the aggregate amount of all Losses with respect to indemnification under Section 7(c)(i) or Section 7(c)(ii) exceeds $5,000.00, at which time Buyer and Owner or Seller, as the case may be, shall be liable for all such Losses from the first dollar. The foregoing threshold limitation shall not apply to Losses arising from or relating to any missing Sublease Consent or Assignment Consent, which are governed by item (1) immediately preceding.

(3) The aggregate amount of all Losses for which Buyer or Owner shall be liable pursuant to Section 7(c)(i)(A), or Seller shall be liable pursuant to Section 7(c)(ii)(A), shall not exceed the Purchase Price. Notwithstanding the foregoing, the limitations in this Section 7(c)(iv) shall not apply to Losses relating to the fraud, criminal activity, or willful misconduct of any Party (collectively, "**Intentional Acts**"), which includes any refusal of Buyer to provide Landlord Requested Information.

(v) Exclusive Remedy. The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from Intentional Acts on the part of a Party in connection with the Transactions) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement and the Related Documents, shall be pursuant to the indemnification provisions set forth in this Section 7(c).

(d) Survival. The representations and warranties in this Agreement, other than the Fundamental Representations, shall survive the Closing and shall remain in full force and effect for a period of twelve (12) months thereafter. The Fundamental Representations shall survive the Closing for the applicable statute of limitations plus sixty (60) days. The covenants and

agreements of the parties contained in this Agreement, including the indemnification obligations set forth in Section 7(c) above, shall survive the Closing for the applicable statute of limitations or for the period explicitly specified therein.

(e) Transition Services.

(i) To the extent requested by Buyer in writing prior to Closing, Seller will maintain any agreements, accounts or services necessary to operate the Business after Closing, including equipment leases, utilities, bank accounts, card payment systems, service contracts, internet and phone service (including maintaining a Meraki device license until Buyer obtains its own license), security monitoring agreements, vehicle GPS tracking service, and contractor relationships, to allow Buyer time for those agreements, accounts or services to be transferred to or initiated by Buyer; provided that Seller shall not maintain any such agreements, accounts or services after [_____] (the "**Service Termination Date**").

(ii) Upon the earlier of (i) Buyer's activation of each such service for its account (the "**Service Activation Date**"), or (ii) the Service Termination Date, Seller shall terminate such service and shall be responsible for any cancellation fees and expenses related to such service. Buyer shall reimburse Seller for Seller's costs of any such agreements, accounts or services from the Closing Date to the Service Activation Date or Service Termination Date, as applicable, exclusive of cancellation fees, promptly upon receiving a written request therefor.

(iii) If Buyer activates a service with the same provider used by Seller and there is associated equipment owned by the service provider (e.g., internet equipment or security monitoring equipment owned by ADT), Buyer may continue to use such equipment if it is transferred to Buyer's account by the service provider. However, if such service provider does not allow such transfer or if Buyer activates a service with a different provider, Buyer agrees to disconnect such equipment and deliver it to Seller's service provider, in accordance with instructions from Seller, or, with respect to ADT, to allow ADT to come into the Leased Premises and disconnect and remove the equipment.

(f) Cooperation on Tax Matters. After the Closing, upon reasonable notice, Buyer, on the one hand, and Seller, on the other hand, agree to furnish or cause to be furnished to each other and their representatives, employees, counsel and accountants access, during normal business hours, to such information and assistance relating to the Purchased Assets as are reasonably necessary for financial reporting and accounting matters relating to the Purchased Assets, the preparation and filing of any Tax Returns, reports or forms relating to the Purchased Assets, the defense of any Tax or other claim or assessment relating to the Purchased Assets; provided, however, that such access and assistance do not unreasonably disrupt the normal operations of Buyer, in the case of access and assistance given to Seller, or Seller, in the case of access and assistance given to Buyer.

(g) Due Diligence and Access.

(i) *Legal and Economic*. Buyer shall have the right to review and inspect the legal and economic aspects of the Business. Seller shall reasonably cooperate with Buyer in the performance of Buyer's diligence and shall make such documentation regarding the Business that

is in Seller's possession and reasonably related to the Transactions contemplated by this Agreement available to Buyer; provided that Buyer's obligation to Close the Transactions is not dependent on, or otherwise affected by, the results of its review and inspection and shall not alter the "as-is" nature of the Transactions.

(ii) *Physical*. Buyer shall not physically access the Leased Premises prior to the Kick-Off Call, which precludes even a "secret shop" of the Leased Premises. Following the Kick-Off Call, Buyer may access the Leased Premises for the sole purpose of meeting with employees pursuant to Section 7(b). Without limiting the foregoing, Buyer may not bring third parties into the Lease Premises to conduct any inspections.

(h) Updates. During the Pre-Close Period, (i) Seller shall promptly provide to Buyer written updates disclosing any events or developments that have occurred or any information learned by it that cause or constitute a breach of any of Seller's representations, warranties or covenants hereunder; and (ii) Buyer shall promptly provide to Seller written updates disclosing any events or developments that have occurred or any information learned by it that cause or constitute a breach of any of Buyer's representations, warranties or covenants hereunder.

(i) Commercially Reasonable Efforts. Without limiting any of the Parties requirements set forth elsewhere in this Agreement, each of the Parties shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable to cause the other Party's closing conditions hereunder to be satisfied, including obtaining all third-party consents and approvals (including that of the Landlord under the Real Property Lease) required to consummate the Transactions as contemplated by this Agreement.

(j) Confidentiality. The Parties have entered into a non-disclosure agreement dated [Insert NDA Execution Date] (the "***NDA***"), which was entered into in contemplation of the Transactions. Without limiting the provisions of the NDA, the Parties acknowledge and agree that this Agreement and the Related Documents are deemed to be Confidential Information under the NDA. The NDA shall continue in force and effect following the execution hereof and shall survive the Closing or the termination of this Agreement.

(k) Re-Purchase. At any time following the occurrence of a Re-Purchase Event, Seller shall have the right, in its sole discretion, to re-purchase the Purchased Assets in accordance with this Section 7(k) and otherwise on terms and conditions substantially similar to those contained in this Agreement for the Transactions (the "**Re-Purchase Right**"):

(i) In order to exercise the Re-Purchase Right, Seller shall provide written notice thereof to Buyer (the "**Re-Purchase Notice**"). The Re-Purchase Notice shall set forth the closing date of the re-purchase (the "**Re-Purchase Closing Date**").

(ii) The closing of the re-purchase transactions described herein (the "**Re-Purchase Transactions**"), including without limitation the re-transfer to Seller of the Purchased Assets and the deliveries by Seller and Buyer set forth below (the "**Re-Purchase Closing**"), shall occur on the Re-Purchase Closing Date, unless the Parties mutually agree in writing to a different Re-Purchase Closing Date than that set forth in the Re-Purchase Notice.

(iii) On the Re-Purchase Closing Date, Seller and Buyer shall jointly conduct a physical count of both consigned and non-consigned inventory. The amount, if any, by which non-consigned inventory as so determined is less than 95% of the amount of non-consigned inventory that was delivered to Buyer on the Closing Date (the "**Shortfall Amount**") shall be deducted from the Re-Purchase Price.

(iv) The Re-Purchase Price shall be equal to the Purchase Price; provided, however, if the failure to obtain either a Sublease Consent or a fully executed Lease Assignment Agreement (including the Assignment Consent) relates to any failure of Buyer and Owner to provide Landlord Required Information, or if Buyer is in default under the Sublease Agreement at the time of the Re-Purchase Notice, then the Re-Purchase Price shall be $0.00. At the Re-Purchase Closing, Seller shall pay to Buyer, by wire transfer of immediately available funds to the account specified by Buyer, an amount equal to (i) the Re-Purchase Price; *minus* (ii) any Shortfall Amount; *plus* (iii) the amount of any rent payments made by Buyer that relate to the period from and after the Re-Purchase Closing (collectively, the "**Re-Purchase Consideration**").

(v) At the Re-Purchase Closing, Buyer shall deliver to Seller (A) a bill of sale, substantially similar to the Bill of Sale attached hereto, conveying title to the Purchased Assets to Seller; (B) releases of Encumbrances or financing statements in form and substance satisfactory to Seller to reflect the termination of all Encumbrances against all the Purchased Assets, other than Permitted Encumbrances; (C) a copy of the fully executed termination and general release agreement(s) in the form required by Franchisor, terminating the franchise agreement between Buyer and Franchisor for Buyer's operation of the Business; (D) any other documents reasonably requested by Seller that are necessary to effectuate the Re-Purchase Transactions; and (E) all keys and/or access codes in Buyer's possession for the Leased Premises.

(vi) At the Re-Purchase Closing, Seller shall deliver (A) the Re-Purchase Consideration; and (B) any documents reasonably requested by Seller that are necessary to effectuate the re-purchase transactions.

(vii) To the extent requested by Seller in writing prior to the Re-Purchase Closing, Buyer will maintain agreements, accounts or services as described in Section 7(e) above, and Seller will reimburse Buyer for any related third party out of pocket costs in connection therewith.

(viii) Effective as of the Re-Purchase Closing Date set forth in the Re-Purchase Notice, Buyer's right to occupy the Leased Premises shall automatically terminate, regardless of whether the Re-Purchase Closing occurs on such date. Effective as of the Re-Purchase Closing, the Sublease Agreement shall automatically terminate, provided that any such termination shall not operate to release Buyer or Owner from any obligations, duties or liabilities arising under the Sublease Agreement or this Agreement prior thereto.

(ix) The provisions of this Section 7(k), together with any other provisions of this Agreement necessary to effectuate the Re-Purchase Transactions, shall survive Closing.

8. Conditions to Seller's Obligations to Close. The obligation of Seller to enter into and complete the Closing and to consummate the transfer of the Purchased Assets and the Transactions are subject to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived in writing by Seller in its sole and absolute discretion:

(a) Representations and Covenants. The representations and warranties of Buyer and Owner contained in this Agreement shall be true as of the Closing with the same force and effect as though made on and as of the Closing. Buyer and Owner shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by them prior to the Closing. Buyer shall have delivered to Seller a certificate, dated as of the Closing, and signed by an authorized officer of Buyer on its behalf to the foregoing effect.

(b) Execution of Franchise Agreements. Franchisor and Buyer shall have delivered a fully executed franchise agreement and related documents in the forms required by Franchisor which grants Buyer the right to operate the Business.

(c) Documents. Buyer shall have delivered to Seller each of the documents and deliverables contemplated in Section 4(c).

9. Conditions to Buyer's Obligation to Close: The obligation of Buyer to enter into and complete the Closing and to consummate the transfer of the Purchased Assets and the other Transactions are subject to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived in writing by Buyer in its sole and absolute discretion:

(a) Representations and Covenants. The representations and warranties (including the Schedules) of Seller contained in this Agreement shall be true in all material respects on and as of the Closing with the same force and effect as though made on and as of the Closing. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing. Between the Effective Date and the Closing there shall not have been a Material Adverse Effect. Seller shall have delivered to Buyer a certificate, dated as of the Closing, signed by an authorized officer of Seller to the foregoing effect.

(b) Termination of Existing Franchise Agreement. Franchisor and Seller shall have delivered a fully executed termination and general release agreement in the form required by Franchisor terminating the Existing Franchise Agreement.

(c) Transfer Fees. Seller shall have paid to Franchisor all fees required under the Existing Franchise Agreement(s) related to the sale of the Business, if any.

(d) Documents. Seller shall have delivered to Buyer (i) each of the documents and deliverables contemplated in Section 4(b).

10. Termination:

(a) This Agreement may be terminated at any time prior to the Closing as follows:

(i) Mutual Agreement. By mutual written agreement of Seller and Buyer; or

(ii) By Buyer. By written notice from Buyer to Seller if Buyer is not in material breach of its obligations under this Agreement and there has been a breach of, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 9 and such breach, inaccuracy or failure has not been cured by Seller within five (5) Business Days of Seller's receipt of written notice of such breach from Buyer; or

(iii) By Seller. By written notice from Seller to Buyer if Seller is not in material breach of its obligations under this Agreement and there has been a breach of, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 8 and such breach, inaccuracy or failure has not been cured by Buyer within five (5) Business Days of Buyer's receipt of written notice of such breach from Seller; or

(iv) By Seller or Buyer. By written notice from Seller or Buyer to the other Party if the notifying Party is not in material breach of its obligations under this Agreement and the Closing of the Transactions has not occurred prior to the Closing Deadline.

(b) Liabilities of the Parties. In the event of the termination of this Agreement by any Party pursuant to this Section 10, no Party shall have any liability under this Agreement of any nature whatsoever (other than pursuant to this Section 10(b)) to the other Parties (including any liability for damages or for the costs and expenses incurred in connection with the negotiation of this Agreement), unless such Party is in breach of its obligations under this Agreement, in which event the Party in default shall be liable to the other Parties for such breach, and the non-breaching Parties shall be entitled to any and all remedies available at law or in equity or under this Agreement. In the event that a condition precedent to the obligations of a Party is not satisfied, nothing herein shall be deemed to require any such Party to terminate this Agreement rather than to waive such condition precedent and proceed with the Closing.

11. Further Assurances: Seller, Buyer and Owner agree that they will, and will direct their respective affiliates and representatives to, from time to time on or after the Closing when so requested by the other, perform, execute, acknowledge, or deliver or cause to be performed, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, documents, instruments and assurances as may be reasonably necessary or advisable to carry out the provisions of this Agreement or any Related Document or to effectuate the consummation of the Transactions, including putting Buyer in possession and operating control of the Purchased Assets and the Business.

12. Miscellaneous:

(a) Assignment. Seller may not assign this Agreement without Buyer's prior written consent. Buyer may not assign this Agreement without Seller's prior written consent. Subject to this Section 12(a), this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective heirs, executors, successors and assigns.

(b) Entire Agreement. This Agreement, together with all exhibits and schedules hereto and all Related Documents, and the NDA is the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No representation or warranty has been made by or on behalf of any Party, or any officer, director, employee, agent or representative thereof, to induce the other Party to enter into this Agreement or to abide by or consummate any of the Transactions, except the representations and warranties expressly set forth herein or in any Related Document.

(c) Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay by any Party in exercising any of its rights or powers under this Agreement shall operate as a waiver of such right or power.

(d) Notice. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) if sent by registered or certified mail, postage-prepaid, and return receipt requested or other means which affords the sender evidence of delivery, or of attempted delivery, or (ii) upon receipt of a confirmed transmission, if sent by email (or on the first Business Day following the date sent if the date sent is not a Business Day), addressed as follows, provided that if notice is given by email, such notice shall also be sent at the same time by registered or certified mail, postage-prepaid, and return receipt requested or other means which affords the sender evidence of delivery, or of attempted delivery:

If to Seller, to:	Asurion UBIF Franchise, LLC 140 11th Ave. N. Nashville, TN 37203 Attn: General Counsel Email: GeneralCounsel@asurion.com
With a copy to:	Asurion, LLC 140 11th Ave. N. Nashville, TN 37203 Attn: General Counsel Email: GeneralCounsel@asurion.com
If to Buyer or the Owner, to:	the notice information on file with Seller or Franchisor at the time of entering into this Agreement.

The addresses so indicated for any Party may be changed by similar written notice. Notices shall be deemed effective as of the date of their receipt, not as of the date of their delivery.

(e) Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be treated as an original and shall constitute a single

instrument. Any such counterpart, to the extent delivered by .pdf, .tif or similar attachment to electronic mail will be treated in all respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(f) Severability. In the event that any one or more of the provisions contained in this Agreement or in any other Related Document shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any Related Document so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party.

(g) Sales and Transfer Taxes. All sales, use, transfer or other Taxes or fees (including any penalties and interest) attributable to the transfer of the Purchased Assets ("**Transfer Taxes**"), as well as all charges for or in connection with recording of any document herein provided shall be paid by the Party primarily or customarily responsible for such Transfer Taxes. Any Tax Return that must be filed in connection with Transfer Taxes shall be prepared by the Party primarily or customarily responsible under applicable Law for filing such Tax Return and Buyer and Seller shall cooperate in good faith in timely filing all such Tax Returns and paying Transfer Taxes shown to be due on such tax returns.

(h) Expenses. The Parties shall, except as otherwise specifically provided herein, bear their own expenses incurred in connection with the preparation, execution and performance of this Agreement, the Related Documents and the Transactions, including all fees and expenses of the Parties' respective agents, representatives, counsel and accountants.

(i) Captions. The captions and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(j) No Benefit to Third Parties. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the Parties and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement; provided, that any Seller Party or Buyer Party (including the Franchisor), who is expressly released or provided with the right of indemnification under Section 7(c), will be an express third party beneficiary thereof.

(k) Governing Law and Jury Trial Waiver; Venue. THIS AGREEMENT, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF TENNESSEE WITHOUT REFERENCE TO ANY CONFLICTS OF LAWS OR SIMILAR PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAWS. ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITUATED IN DAVIDSON COUNTY, TENNESSEE. EACH PARTY SUBMITS TO VENUE IN DAVIDSON COUNTY, TENNESSEE. THE PARTIES HEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

(l) Amendments. This Agreement may not be amended, modified or altered except by a written instrument executed by all of the Parties.

(m) Interpretive Matters. For purposes of this Agreement (i) the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates; (ii) any reference herein to any contract, license, agreement or order means such contract, license, agreement or order as amended, supplemented or modified from time to time in accordance with the terms thereof; (iii) all Exhibits and Schedules attached to this Agreement are hereby incorporated in and made a part of this Agreement; (iv) all references in this Agreement to any "Section", "Article" or "Schedule" are the corresponding Section, Article or Schedule of or to this Agreement unless otherwise specified; (v) unless otherwise specified, all references to "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole and not merely to any Section or other subdivision in which such references appear; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that follows it to the specific or similar items or matters following such word; and (vii) any references herein to "made available", "provided," "was provided," "has provided" or words of similar import shall mean such documents or other information that has been provided directly to Buyer in writing no later than two (2) Business Days prior to the Effective Date. The language of this Agreement shall not be construed against any Party, it being understood that all Parties have participated in the negotiation and drafting of this Agreement.

(n) Attorneys' Fees. Should any party be required to bring legal action to enforce its rights under this Agreement, the party substantially prevailing (as determined by the court) in obtaining the relief sought shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in addition to any other relief to which it is entitled.

(o) Public Announcement. No Party shall, without the prior written approval of the other Parties, issue any press release or make any other public announcement regarding this Agreement or the Transactions, except as may be required by applicable Law.

(p) Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

(q) Definitions.

"**Administrative Fee**" has the meaning set forth in Section 1(e).

"**Agreement**" has the meaning set forth in the Preamble to this Agreement.

"**Assumed Contracts**" has the meaning set forth on Schedule 1(a).

"**Assumed Liabilities**" has the meaning set forth in Section 1(c).

"**Business**" has the meaning set forth in the Recitals to this Agreement.

"**Business Day**" means each day other than Saturday, Sunday and any other day on which banks in Nashville, Tennessee are authorized or required by applicable Law to be closed.

"**Buyer**" has the meaning set forth in the Preamble to this Agreement.

"**Buyer Party**" has the meaning set forth in Section 7(c)(ii).

"**Closing**" has the meaning set forth in Section 4(a).

"**Closing Consideration**" has the meaning set forth in Section 2(a).

"**Closing Date**" has the meaning set forth in Section 4(a).

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Consent**" shall have the meaning set forth in Section 1(e).

"**Current Term**" shall have the meaning set forth in Section 1(e).

"**Effective Date**" has the meaning set forth in the Preamble to this Agreement.

"Employee Benefit Plan" means each pension, retirement, profit-sharing, deferred compensation, stock option ownership, share purchase, severance pay, sick pay, PTO, vacation, bonus, retention, change in control or other inventive plan, medical, vision, dental or other health plan, any life insurance plan, flexible spending account, vacation, holiday, disability or any other employee benefit plan or fringe benefit plan, including any "employee benefit plan," as that term is defined in Section 3(3) of ERISA and any other plan, fund, policy, program, practice, custom understanding or arrangement providing compensation or other benefits, whether or not such Employee Benefit Plan is or is intended to be (a) covered or qualified under the Code, ERISA or any other applicable Law, (b) written or oral, (c) funded or unfunded, (d) actual or contingent or (e) arrived at through collective bargaining or otherwise.

"**Encumbrance**" means any mortgage, lien, pledge, charge, security interest, restriction, special assessment, pre-emptive right, transfer restriction, any other restriction or limitation or encumbrance of any kind.

"**ERISA**" means the Employee Retirement Income Act of 1974, and any rules or regulations promulgated thereunder.

"**Excluded Assets**" has the meaning set forth in Section 1(b).

"**Excluded Contracts**" has the meaning set forth in Section 1(b)(vii).

"**Excluded Liabilities**" has the meaning set forth in Section 1(d).

"**Existing Franchise Agreement**" has the meaning set forth in Section 4(b)(iii).

"**Franchisor**" means UBIF Franchising Co.

"**Fundamental Representations**" means the representations and warranties set forth in Sections 5(a), (b), (c), (e)(i), (h) and Sections 6(a), (b), (c), and (f).

"**GAAP**" means generally accepted accounting principles consistently applied in accordance with Seller's past practice.

"**Indemnifying Party**" has the meaning set forth in Section 7(c)(iii).

"**Intentional Acts**" has the meaning set forth in Section 7(c)(iv).

"**Knowledge**" means:

> (i) as to Buyer or Owner, with respect to a fact or matter, the actual knowledge of, or notice given to, had or received by Buyer or Owner, or the knowledge that any Owner would have obtained of such fact or matter after making the due inquiry that a prudent business person would have made to reasonably fulfill his or her obligations as an owner of Buyers and in order to gain a full understanding and determination of the accuracy of such fact or matter, or
>
> (ii) as to Seller, with respect to a fact or matter, the actual knowledge of, or notice given to, had or received by the directors or officers of Seller, or the knowledge that any such person would have obtained of such fact or matter after making the due inquiry that a prudent business person would have made to reasonably fulfill his or her obligations as an employee of Seller and in order to gain a full understanding and determination of the accuracy of such fact or matter.

"**Landlord**" has the meaning set forth in Section 1(e).

"**Landlord Requested Information**" shall have the meaning set forth in Section 1(e).

"**Law**" means any federal, state, local, foreign or other statute, law, ordinance, rule, or regulation, including common law.

"**Lease Assignment Agreement**" shall have the meaning set forth in Section 1(e).

"**Leased Premises**" has the meaning set forth in Section 5(e)(ii).

"**Liability**" or "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

"**Losses**" means any actual or alleged claims, demands, proceedings, causes of action, suits, counterclaims, cross claims, third party claims, orders, obligations, contracts, agreements, debts, Liabilities, losses, costs and expenses, however suffered or characterized, including any related to injury or death of any person and damage or loss of use of property, and all reasonable litigation costs and attorneys' fees and expenses.

"**Material Adverse Effect**" means any change, effect, event, circumstance, state of facts, development, condition, matter or occurrence that individually or in the aggregate (taking into account all other such changes, effects, events, circumstances, states of fact, developments, conditions, matters or occurrences) has had, or would be reasonably expected to have, a material

adverse change in or material adverse effect on (a) the Purchased Assets, the Assumed Liabilities or the assets, properties, prospects, condition (financial or otherwise) or results of operations of the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, or (b) the ability of Seller to consummate the Transactions or to perform its obligations hereunder or under the Related Documents.

"**Missing Consent Liability**" has the meaning set forth in Section 7(c)(ii).

"**Notifying Party**" has the meaning set forth in Section 7(c)(iii).

"**Owner**" has the meaning set forth in the Preamble to this Agreement.

"**Party**" or "**Parties**" has the meaning set forth in the Preamble to this Agreement.

"**Permit**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from any governmental authorities.

"**Permitted Encumbrances**" means (i) the terms and provisions of the Real Property Leases; (ii) any landlord's liens or security interests that exist under the terms of the Real Property Leases or pursuant to applicable law; (iii) mechanics', materialmens' and other similar liens arising or incurred in the ordinary course of business and incidental to construction, maintenance or operation of any of the Purchased Assets (A) if they have not been filed pursuant to applicable law, (B) if so filed, they have not yet become due and payable or payment is being withheld as provided or allowed by applicable law, or (C) if their validity is being contested in good faith in the ordinary course of business; (iv) any liens for taxes and assessments not yet due and payable, or that are being contested in good faith in the ordinary course of business; (v) Vehicle Leases and equipment leases entered into in the ordinary course of business; (vi) purchase money security interests for property to be used in the Business; and (vii) any liens that will be terminated in connection with or prior to Closing.

"**Person**" means any individual or any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, bank, cooperative or association, entity, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where context so permits.

"**Post-Closing Rent Payments**" has the meaning set forth in Section 2(b)(i).

"**Pre-Close Period**" has the meaning set forth in Section 7(a).

"**Purchase Price**" has the meaning set forth in Recital A.

"**Purchased Assets**" has the meaning set forth in Section 1(a).

"**Real Property Lease**" has the meaning set forth in Section 5(e)(ii).

"**Related Documents**" has the meaning set forth in Section 5(b).

"**Re-Purchase Closing**" has the meaning set forth in Section 7(k)(ii).

"**Re-Purchase Closing Date**" has the meaning set forth in Section 7(k)(i).

"**Re-Purchase Consideration**" has the meaning set forth in Section 7(k)(iv).

"**Re-Purchase Event**" has the meaning set forth in Section 1(e)(iv).

"**Re-Purchase Notice**" has the meaning set forth in Section 7(k)(i).

"**Re-Purchase Right**" has the meaning set forth in Section 7(k).

"**Re-Purchase Transactions**" has the meaning set forth in Section 7(k)(ii).

"**Seller**" has the meaning set forth in the Preamble to this Agreement.

"**Seller Party**" has the meaning set forth in Section 7(c)(i).

"**Seller's Assignment Criteria**" shall have the meaning set forth in Section 1(e).

"Service Activation Date" has the meaning set forth in Section 7(e).

"**Service Termination Date**" shall have the meaning set forth in Section 7(e).

"**Shortfall Amount**" has the meaning set forth in Section 7(k)(iii).

"**Sublease Agreement**" shall have the meaning set forth in Section 1(e).

"**Tax**" or "**Taxes**" means any and all federal, state, local, foreign or other taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any tax authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth, and taxes and other charges in the nature of excise, withholding, ad valorem or value added.

"**Tax Returns**" means all tax returns required to be filed in any jurisdiction with any taxing authority for any period.

"**Third Party Claim**" has the meaning set forth in Section 7(c)(iii).

"**Transactions**" has the meaning set forth in Section 4(a).

"**Transfer Taxes**" has the meaning set forth in Section 12(g).

"**UBIF Store**" has the meaning set forth in the Recitals to this Agreement.

"**Vehicles**" means all vehicles used in connection with the Business, if any.

"**Vehicle Leases**" has the meaning set forth in Schedule 1(a).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as to the date first written above.

"BUYER"

[BUYER]

By: _____

Name: _____

Its: _____

"OWNERS" (only for purposes of §§ 6, 7, 11 & 12)

_____

[**Owner 1**]

_____

[**Owner 2**]

_____

[**Owner 3**]

"SELLER"

ASURION UBIF FRANCHISE, LLC

By: _____

[Insert Name]
[Insert Title] & Authorized Signatory

EXHIBIT A
UBIF Store / Leased Premises

Store Name, #	Street Address (Leased Premises)	City	State	Zip Code

EXHIBIT B
BILL OF SALE AND ASSIGNMENT

BY THIS BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**"), entered into and effective as of [Closing Date], 2023, Asurion UBIF Franchise, LLC, a Delaware limited liability company ("**Assignor**"), hereby assigns, transfers, sets over and delivers to [Buyer], a [insert Buyer state of formation and entity type] ("**Assignee**"), the receipt and sufficiency of which are hereby acknowledged, all of Assignor's right, title and interest in and to the Purchased Assets, as the same shall exist on the date hereof, free and clear of all Encumbrances (other than Permitted Encumbrances), and Assignee hereby accepts such Purchased Assets, subject to the terms and conditions set forth in the Asset Purchase Agreement dated as of [Effective Date], 2023, by and between Assignor, Assignee and the other parties signatory thereto (the "**Agreement**"; all capitalized terms used herein, but not otherwise defined herein, have the meanings ascribed thereto in the Agreement). Buyer acknowledges that Seller makes no representations or warranties with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

It is hereby expressly provided that Assignor does hereby warrant and forever defend, all and singular, those items of Purchased Assets unto Assignee, or its successors and assigns, against every person whomsoever claiming by, through or under Assignor, but not otherwise.

The parties hereto agree to execute and deliver such further agreements, instruments and documents and to take such other action as may be reasonably necessary or appropriate to carry out or confirm the purposes or intent of this Bill of Sale.

This instrument may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient if any party hereto executes at least one such counterpart.

[*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be executed and effective as of the date first set forth above.

"ASSIGNOR"

ASURION UBIF FRANCHISE, LLC

By: _____
[Insert Name]
[Insert Title] & Authorized Signatory

"ASSIGNEE"

[BUYER]

By: _____

Name: _____

Its: _____

[Store Name]

EXHIBIT C
SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as "Sublease") is made effective as of the _____ day of _____ 2023 (the "Effective Date") by and between **ASURION UBIF FRANCHISE, LLC**, a Delaware limited liability company (hereinafter referred to as "Sublessor") and _____, a _____ (hereinafter referred to as "Sublessee").

RECITALS

A. Sublessor, as tenant, previously entered into, that certain lease, as may have been amended or modified (the "Lease") in the form attached hereto as **Exhibit "A"** and by this reference incorporated herein and made a part hereof, pursuant to which Sublessor leases that certain premises (the "Demised Premises") as described in the Lease from the landlord under such Lease (the "Master Landlord").

B. Sublessee desires to operate a franchise store under the trade name uBreakiFix by Asurion (the "Licensed Store") pursuant that certain Franchise Agreement by and between UBIF Franchising, Co., as franchisor ("Franchisor") and Sublessee dated _____ (the "Franchise Agreement").

C. Sublessor desires to sublease the entire Demised Premises to Sublessee, and Sublessee desires to sublease the entire Demised Premises from Sublessor, in order to operate the Licensed Store and upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

1. SUBLEASE.

Sublessor hereby demises and subleases the Demised Premises to Sublessee and Sublessee hereby subleases the Demised Premises from Sublessor upon the terms and conditions contained herein.

2. DOCUMENTS INCORPORATED.

A. Master Lease. Except as otherwise provided herein, all applicable terms and conditions of the Master Lease, as modified by the Franchise Addendum executed by Master Landlord, Sublessee and Franchisor, are incorporated into and made a part of this Sublease as if Sublessor were the Master Landlord thereunder and Sublessee were the original tenant thereunder. Sublessee will not violate the terms of the Master Lease. If there is a conflict between the terms of the Master Lease and this Sublease, the terms of this Sublease shall

control if the terms of this Sublease are more restrictive than the terms of the Master Lease, and such interpretation does not cause a default under the Master Lease; otherwise, the terms of the Master Lease, as the case may be, shall control. If the Master Lease has a provision that gives Sublessor the right to purchase the Demised Premises from Master Landlord that provision shall not apply to Sublessee and Sublessee shall have no such right. This Sublease is and shall at all times be subject and subordinate to the Master Lease.

B. **Consents**. Whenever the Master Lease provides that the Master Landlord's consent is required for an act or omission, then the consent of both the Master Landlord and Sublessor to the act or omission will be required. In all cases where the consent of Sublessee is required, the same will not be unreasonably withheld, delayed, denied, or conditioned by Sublessee.

3. DEMISED PREMISES "AS-IS" CONDITION.

A. Acceptance of Demised Premises. Sublessee covenants and agrees (i) that it has examined and knows the conditions of the Demised Premises and the furniture, fixtures and equipment (hereinafter referred to as the "FF&E") and every part thereof, and improvements thereon; (ii) that the Demised Premises and the FF&E are subleased to Sublessee in an "AS-IS" condition and upon the state of the title thereto existing at the commencement of the term of this Sublease, and subject to all applicable laws, rules, regulations, ordinances, or restrictions which may exist at the commencement of the term of this Sublease; and (iii) that no statements or representations as to the condition or repair of the Demised Premises or the FF&E have been made by or for Sublessor prior to or contemporaneously with the execution of this Sublease.

SUBLESSEE ACCEPTS THE DEMISED PREMISES AND THE IMPROVEMENTS INCLUDING THE FF&E THEREON IN AN "AS IS" CONDITION AND SUBLESSOR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Sublessor Rights. Notwithstanding any provision to the contrary herein, the term of this Sublease shall in no event extend beyond the termination or expiration of the Master Lease. Therefore, should the Master Lease terminate or expire during the term for any reason, this Lease shall automatically terminate on the date of such termination/expiration of the Master Lease, with the same force and effect as if such termination/expiration date had been specified in this Lease as the expiration date hereof. Sublessor shall have no liability to Sublessee in the event of termination or expiration of the Sublease prior to the expiration of the term, notwithstanding the reason for such termination/expiration.

4. TERM, COMMENCEMENT DATE.

A. Term. The "Term" of this Sublease shall commence effective as of _____, 2023 and shall terminate _____, 202__. In the event the Term commences on a day other than the first (1st) day of the month, all rent required to be paid for the first month hereof shall be prorated on the basis of a thirty (30) day month.

B. Renewal or Extension.

(i) *Renewal or Extension*. Subject to Section 4.B(ii) below, if the Master Lease has provisions enabling Sublessor to renew or extend the Master Lease, then subject to the condition that Sublessee is not in default under this Sublease or the Franchise Agreement, Sublessee has the same rights to renew or extend this Sublease, up to a maximum potential Lease term, including option periods, of ten (10) years, following which this Sublease will end, even if the term of the Master Lease does not then end. As between Sublessor and Sublessee, any deadline for notice of exercise of any option rights in the Master Lease to extend or renew will be advanced ninety (90) days in this Sublease.

(ii) *No Sublessor Obligation to Renew Lease*. Sublessor shall not be obligated to exercise any renewal right or option available to it under the Master Lease, or otherwise, and any decision to exercise any option to renew or extend the Master Lease may be exercised in Sublessor's sole and absolute discretion. If Sublessor decides not to renew or exercise any said option to renew, it may in its sole and absolute discretion (if and to the extent permitted to do so under the Master Lease) assign the Master Lease and any such renewal right or option to Sublessee who may exercise it in its own name and behalf; provided, however, that Sublessor or any of its guarantors under the Master Lease is not required to continue, assume, or undertake, any continuing liability with respect to the lease for the Demised Premises, whether as assignor, signatory or guarantor, and it shall be Sublessee's exclusive responsibility to provide such guarantees, security or other financial assurances as may be acceptable to the Master Landlord. Sublessor may renew or extend the Master Lease even if Sublessee does not extend the Term of this Sublease.

5. RENT.

A. Base Rent. Commencing on the first day of the Term (the "Rent Commencement Date") and continuing throughout the remainder of the Term, Sublessee shall pay to Sublessor or Master Landlord, as required by Master Landlord, as Base Rent in the amounts set forth in the table below, which shall be payable in equal monthly installments in advance of the first (1st) day of each calendar month during the Term hereof, without notice or demand therefor. Base Rent shall be as set forth in **Exhibit "B"**.

B. Additional Rent. Commencing on the Rent Commencement Date and continuing through the remainder of the Term, Sublessee shall reimburse Sublessor for monthly installments of any operating costs, common area maintenance and services, real estate taxes, and insurance premium due under the Master Lease (together with and any other charges that Sublessee is obligated to pay under this Lease, "Additional Rent") on the first day of each calendar month during the Term hereof, without notice or demand therefor. Sublessor shall provide Sublessee with copies of any estimate, statement, invoice, or other document evidencing the Additional Rent due under the Master Lease following Sublessor's receipt of same from Master Landlord. Sublessor shall not be obligated to contest any charges under the Master Lease; provided, however, that if Sublessee raises any reasonable objection, Sublessor shall, at Sublessee's sole cost, pursue available relief under the Master Lease.

C. **Late Payment of Base Rent or Additional Rent**. If any installment of Base Rent or any other amounts described as "Additional Rent" is paid after the date said installment is due, it shall bear interest at [MATCH INTEREST RATE PROVISIONS IN THE MASTER LEASE] until paid in full. In addition to such interest, Sublessee acknowledges that the late payment by Sublessee of any installment of any amounts due as Base Rent or Additional Rent will cause Sublessor to incur certain costs and expenses not contemplated by this Sublease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment is not received by Sublessor from Sublessee [by the tenth (10^{th}**)** day after – MATCH TIMING IN THE LEASE] such installment is due, Sublessee shall immediately pay to Sublessor a late charge equal to [ten percent (10%) of such installment or $250.00, whichever is greater – MATCH AMOUNT IN THE MASTER LEASE]. Sublessor and Sublessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Sublessor for its loss suffered by such nonpayment of Sublessee. Acceptance of any late charge imposed hereunder shall not constitute a waiver of Sublessee's default with respect to such nonpayment by Sublessee nor prevent Sublessor from exercising all other rights and remedies available to Sublessor under this Lease.

D. **Payment to Master Landlord**. Notwithstanding the foregoing, Sublessee shall make Base Rent and Additional Rent payments directly to Master Landlord, if acceptable to Master Landlord. In such event, Sublessee shall make all such payments pursuant to the Master Lease and otherwise in accordance with the Master Landlord's payment process.

E. **Insufficient or Dishonored Funds; Administrative Fees**. If Sublessee shall issue a check to Sublessor which is dishonored by Sublessee's depository bank and returned unpaid for any reason, including without limitation, due to insufficient funds in Sublessee's checking account, Sublessee shall pay to Sublessor in addition to any other rights or remedies available to Sublessor pursuant to this Lease, the sum of One Hundred and 00/100 Dollars ($100.00) for Sublessor's administrative expense in connection therewith.

In the event Sublessee, at any time, does not strictly comply with all of the terms, covenants and conditions of this Sublease, including the terms, covenants and conditions of the Master Lease, Sublessor may, but without obligation, elect to perform for Sublessee and on behalf of Sublessee. In such event, any amounts expended by Sublessor shall be immediately due and payable by Sublessee to Sublessor as Additional Rent hereunder, together an administrative fee equal to ten percent (10%) of the amount expended by Sublessor, and in the event of nonpayment thereof, Sublessor shall be entitled to exercise all of its remedies for Sublessee's failure to pay rent as set forth herein.

6. **REIMBURSEMENT OF SUBLESSOR**.

Upon execution of this Sublease, Sublessee shall pay Sublessor the sum of $0.00 as partial reimbursement for the direct and indirect costs incurred by Sublessor at or prior to the Effective Date to negotiate the Master Lease including without limitations any leasing commissions or other charges paid to brokers and attorneys' fees, and to cause the Demised Premises and Licensed Store to be constructed, equipped and improved including without

limitations the hard costs of constructing any improvements and installing equipment and the cost and expense to engage licensed architects, engineers and general contractors to prepare such architectural, engineering and construction drawings and site plans, and to obtain all permits required to construct, remodel, renovate, and/or equip the Licensed store and Demised Premises. Sublessee acknowledges that the construction, equipping and improvement of the Demised Premises and Licensed Store has not been completed as of the Effective Date and it shall be the sole and exclusive responsibility of Sublessee to complete the same, at is sole cost and expense, in accordance with the terms of the Franchise Agreement.

7. SECURITY DEPOSIT.

Sublessee shall pay to Sublessor, upon execution of this Sublease, the sum of $0.00, which sum shall be held by Sublessor as a security deposit for the full and faithful performance of each and every term, covenant and condition of this Sublease. If Sublessee defaults in respect to any of the terms, covenants and conditions of this Sublease, Sublessor may use or apply the whole or any part of this security deposit for payment to cure said default without prejudice to any other remedy Sublessor may have as a result of such default. In such event, upon request of Sublessor, Sublessee shall deposit with Sublessor the amount so applied so that the Sublessor shall have the full amount of the security deposit on deposit with Sublessor. Sublessee's failure to pay to Sublessor a sufficient amount to restore said security to the original sum shall constitute a breach of this Lease. Sublessee shall not be entitled to any interest on the security deposit and Sublessor shall have the right to commingle said security deposit with other funds of Sublessor.

[IF A SECURITY DEPOSIT IS REQUIRED UNDER THE MASTER LEASE:] In addition, Sublessee shall pay to Sublessor, upon execution of this Sublease, the sum of $_____, which sum shall be delivered to Master Landlord to hold as the security deposit in accordance with the Master Lease. In the event that the Master Landlord demands Sublessor to restore the amount of the security deposit under the Master Lease based on a default arising from Sublessee's acts or omissions, then Sublessee shall immediately deliver to Sublessor an additional sum as is necessary to restore the security deposit under the Master Lease. Sublessor will have no obligation to Sublessee for Master Landlord's misuse of the security deposit, except to enforce, at Sublessee's sole cost, the terms of the Master Lease regarding the security deposit.

8. INSURANCE.

A. Certificates. Sublessee shall provide Master Landlord or Sublessor with appropriate Certificates of Insurance or copies of all insurance policies required under the Master Lease or sublease, including all endorsements required thereunder. Such Certificates of Insurance shall also name Sublessor and its parents, subsidiaries and affiliates, Master Landlord, its parents, subsidiaries and affiliates, and any other party designed by Master Landlord, including its lenders, if any, as additional insureds, shall waive rights of subrogation, and shall provide that Sublessee's insurance policies are primary and non-contributory with respect to any insurance maintained by Sublessee. Certificates of Insurance shall be provided prior to Sublessee taking possession of the Demised Premises. Sublessee's failure to provide the appropriate Certificate of Insurance when due shall be deemed a material default; if Sublessor has to obtain such insurance because of Sublessee's default or if Sublessee, in its sole discretion, elects to obtain such insurance on behalf of

Sublessee, Sublessee shall immediately pay to Sublessor the cost of such insurance plus an administrative fee of equal to twenty-five percent (25%) of such premium cost.

B. Use of Proceeds. If a casualty occurs that is covered by insurance, the Demised Premises must be rebuilt with the proceeds of the insurance unless the Master Lease mandates another result. Sublessee will pay any deductibles and will fund any shortfall if the proceeds of the insurance are inadequate. If the Master Lease is terminated as a result of any casualty, then Sublessee assigns to Sublessor all rights to receive insurance proceeds applicable to the property insured as required under the Master Lease. If a casualty occurs that is not covered by insurance, then Sublessee will rebuild the Demised Premises, at its sole cost and expense, unless the Master Lease mandates another result.

C. Eminent Domain. In the event of the taking of all or any part of the Demised Premises or the shopping center where the Demised Premises is located under the power of eminent domain (or sold under threat of eminent domain), this Sublease shall terminate if the Master Lease is terminated as a result thereof, and the Base Rent payable hereunder shall abate only as long as and to the extent that the rent due from the Sublessor to the Master Landlord under the Master Lease with respect to the Master Lease abates as a result thereof. Sublessee shall have no claim to the Sublessor's condemnation proceeds as a result of any such taking. Any award for the Demised Premises and for damages to the residue, or any negotiated payment by sale in lieu thereof, shall be the sole property of the Sublessor, and the Sublessee assigns to the Sublessor all of its right, title and interest in and to any such award or payment.

D. Right to Terminate. If the Master Lease gives the Master Landlord any right to terminate the Master Lease upon the partial or total damage, destruction, or condemnation of the Demised Premises, such termination right will also apply to this Lease.

9. UTILITIES.

Commencing with the possession of the Demised Premises, Sublessee shall pay for all water, fuel, light, power, heat and telephone services or other utility services supplied to the Demised Premises), unless Master Landlord expressly pays for the same pursuant to the Master Lease and/or the cost thereof is paid by Sublessee as Additional Rent. Sublessor shall have no liability for utility outages or shortages; provided, however that if rent under the Master Lease is abated as a result of any utility outage, then Rent under this Sublease will be abated in an equal amount for an equal period of time.

10. USE.

Sublessee shall use and occupy the Demised Premises solely for the business of a "uBreakiFix by Asurion" branded retail store that offers and sells repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment, as well as other related services and ancillary products as permitted under and in compliance with the Franchise Agreement, the Master Lease and the laws of the State in which the Demised Premises are located and for no other use or purpose whatsoever, whether incidental or otherwise without first obtaining Sublessor's and Master Landlord's written consents.

Sublessee shall not use the Demised Premises, nor permit the Demised Premises to be used, in violation of any law, ordinance or regulation or the Master Lease, and Sublessee shall maintain the Demised Premises so as not to allow the Demised Premises to become a public or private nuisance.

11. NET LEASE.

This Lease is a net, net, net lease, and Sublessee shall pay all amounts of every character for the payment of which Master Landlord or Sublessor shall be liable by reason of their estate or interest in the Demised Premises, or which arise out of the possession, use, repair or rebuilding of the improvements upon the Demised Premises, including but not limited to, any charges that Sublessor is required to pay under the Master Landlord. All rent and all other amounts payable by Sublessee hereunder as Additional Rent, shall be paid without notice or demand, and without set-offs, counterclaim, defense, abatement, deferment or moratorium. Sublessee shall perform and observe the covenants and conditions to be performed and observed by Sublessor under the Master Lease.

12. LIENS.

Sublessee agrees and covenants that it will not cause or suffer the creation of any construction or mechanic's liens, or other liens for any labor performed or materials furnished, for or on behalf of Sublessee, which may cloud or impair Master Landlord or Sublessor's title to the Demised Premises, and that if any such liens shall arise due to an act or omission of Sublessee, Sublessee shall promptly remove the same and that the same shall be discharged of record at Sublessee's expense within ten (10) days after request from Master Landlord or Sublessor. In the event Sublessee fails to discharge any lien after the request of Master Landlord or Sublessor, Sublessor may issue a bond of said lien and the cost thereof shall be deemed Additional Rent and shall be included by Sublessee in its next rent payments to Sublessor.

13. MAINTENANCE AND ALTERATIONS.

Notwithstanding anything to the contrary, Sublessee must maintain the Demised Premises in good condition and repair and must perform all of Sublessor's maintenance, repair and replacement obligations under the Master Lease. Sublessee acknowledges that Sublessor will have no repair or maintenance obligations with respect to the Demised Premises or the shopping center/development/project (the "Project") in which the Demised Premises is situated. Sublessee must not perform any construction or make any alterations, additions, or changes to the Demised Premises without Sublessor's prior written consent and, if required by the Master Lease, Master Landlord's written approval. Upon the expiration of the Term or the sooner termination of this Sublease, Sublessee must surrender the Demised Premises in good condition and repair, in as good a condition or better than required at the time of Sublessor's surrender under the Master Lease.

14. ASSIGNMENT AND SUBLETTING.

A. Transfer. Sublessee may not assign or in any manner transfer this Sublease or any interest in this Sublease or further sublet the Demised Premises or any part or parts of them, nor

permit occupancy by anyone with, through or under the Sublease, without the prior written consent of the Sublessor, in its sole discretion. Any such assignment, transfer, or sublet, if approved, shall only be in connection with a transfer of the Franchise Agreement (or a new Franchise Agreement executed by the transferee, if applicable) and upon the terms and conditions contained in the Franchise Agreement and the Master Lease. This Sublease and the Sublessee's interest in it will not be assignable by operation of law.

B. Failure to Obtain Approval. Any attempted or actual transfer of this Sublease (whether by way of an assignment, lease or otherwise) by Sublessee without Sublessor's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Sublease.

C. Assignment by Sublessor. Sublessor may at any time assign this Sublease and the rights, privileges, duties and obligations under it, subject only to the requirements of the Master Lease.

D. Sublessor's Right to Cure Defaults. At any time during the term of this Sublease and without notice to Sublessee, Sublessor may, but will not be obligated to, cure or otherwise discharge any default by Sublessee under this Sublease. Any and all costs or expenses which Sublessor may incur for this purpose will be immediately due and payable in full by Sublessee to Sublessor without further notice or communication to Sublessee of any type, kind or nature. Sublessor will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Sublease and at law.

15. DEFAULT AND TERMINATION

Notwithstanding anything to the contrary in this Sublease, Sublessor will have the right to terminate this Sublease, enabling Sublessor to exercise all of the remedies of a landlord under applicable law and to file an action for eviction, unlawful detainer or other claim to recover possession of the Demised Premises upon the happening of any of the following events (each, a "Sublessee Default"):

A. Any failure by Sublessee to pay the Base Rent or any Additional Rent when due.

B. Any failure by Sublessee to abide by any other provision of this Sublease or the Master Lease, which failure is not cured within ten (10) days after written notice thereof is given to Sublessee by Sublessor.

C. If the Franchise Agreement between UBIF Franchising Co. and Sublessee expires and is not renewed or is terminated for any reason.

D. If the Master Lease should be canceled or terminated by reason of any act or omission of Sublessee prior to its expiration date.

E. If Sublessee should suffer or permit the occurrence of any act or thing which would constitute an event of default by Sublessor under the terms of the Master Lease and fails to cure the default within any applicable cure period.

F. If Sublessee abandons or vacates the Demised Premises during the Term.

G. If the Sublessee or any guarantor of Sublessee voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization or insolvency law, makes an assignment for the benefit of creditors, becomes insolvent, admits in writing its inability to pay its debts generally as they become due, makes a transfer in fraud of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian or liquidator of the Sublessee or any guarantor of all or a substantial part of the Sublessee's or guarantor's assets.

H. If Sublessee violates any provision of the Master Lease that would result in a default under the Master Lease.

In the event of a Sublessee Default, the cost and expense to cure such shall be at Sublessee's sole cost and expense. If Sublessee fails to cure such Sublessee Default within the applicable notice and cure periods, if any, Sublessor may, but will not be obligated to, make any payment or undertake to perform such covenant or agreement constituting such default. In such event, amounts so paid and amounts expended in undertaking such performance, together with all costs, expenses and reasonable attorneys' fees incurred by Sublessor, will be Additional Rent under this Sublease payable to Sublessor, as provided for herein.

16. LEGAL PROCEEDINGS.

If Sublessor begins any summary proceeding to enforce this Sublease against Sublessee or to remove Sublessee and Sublessee 's property from the Demised Premises, Sublessee may not assert any counterclaims or assert as a defense to any such proceeding, any claims Sublessee may have against UBIF Franchising Co., including without limitation, that UBIF Franchising Co. had no right to terminate the Franchise Agreement or that UBIF Franchising Co. had violated applicable franchise laws, it being the intention of the parties that these counterclaims must be brought against UBIF Franchising Co, if at all, in a separate proceeding.

17. INDEMNIFICATION.

Sublessee covenants with Sublessor that Sublessor and Master Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, damage to property of Sublessee or any other person occurring from and after the Effective Date hereof, from any cause whatsoever, by reason of the use, occupancy and/or enjoyment of the Demised Premises by Sublessee or any person thereon or holding under Sublessee, including, but not limited to, damages resulting from any labor dispute, and that Sublessee shall indemnify and save Sublessor and Master Landlord harmless from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use or occupancy of the Demised Premises and its facilities, or this Sublease, or any repairs, alterations or improvements which Sublessee may make or cause to be made upon same Demised Premises.

18. WAIVER OF SUBROGATION.

Sublessee releases Sublessor, and their respective authorized representatives, from any claims for damage to any person or property of Sublessee in or on the Demised Premises that are caused by or result from risks insured against under any insurance policies carried by Sublessee and in force at the time of any such damage. Without limiting the foregoing, Sublessor shall not be liable to Sublessee for damage caused by fire or any of the risks insured against under any insurance policy required by this Lease or the Master Lease and Sublessee shall cause its insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Sublessor in connection with any covered damage.

19. NOTICES.

Any and all notices or demands by or from Sublessor to Sublessor, or Sublessee to Sublessor shall be in writing. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after deposit with a reputable overnight courier (i.e., UPS and Fedex); one business day after transmission by facsimile or other electronic system expressly approved by Sublessor in writing as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Sublessor:
Asurion UBIF Franchise, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: Real Estate Department

With copy to:
Asurion UBIF Franchise, LLC
140 11th Ave. N.
Nashville, TN 37203
Attn: General Counsel

If to Sublessee:
Name
Address
City, STATE ZIP
Attn:

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties given in accordance with the provisions of this paragraph.

20. PROPERTY TAXES.

A. Taxes. From and after the commencement of the Term, as Additional Rent, Sublessee shall reimburse Sublessor as provided herein:

(i) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, at any time, imposed or levied upon or assessed against (A) the Demised Premises or any part thereof that Sublessor is obligated to pay, (B) any rent reserved or payable hereunder, (C) this Sublease or the leasehold estate hereby created or which arise in respect of the operation, possession, occupancy or use thereof; or (D) any personal property lease to Sublessee by Sublessor or owned by Sublessee which personal property is located upon the Demised Premises.

(ii) any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or such other sums payable by Sublessee hereunder;

(iii) all sales and use taxes which may be levied or assessed against or payable by Sublessor or Sublessee on account of the acquisition, leasing or use of the Demised Premises or any portion thereof.

Notwithstanding the foregoing provisions of this paragraph, Sublessee shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits or revenue taxes of Sublessor (other than any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Base Rent, Additional Rent or any other sums payable by Sublessee hereunder) unless any such tax, assessment, charge or levy is imposed or levied upon or assessed against Sublessor in substitution for or in place of any other tax, assessment, charge or levy referred to in this paragraph.

B. **Apportionment**. All property taxes and assessments that shall become due and payable during the first and last years of the term of this Lease, shall be apportioned pro rata between Sublessor and Sublessee in accordance with the respective number of months during which the Sublessee occupies the Demised Premises and shall be based on the taxing authority's year.

C. **Contesting Assessment**. Sublessee, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the amount or validity of any tax or assessment imposed against the Demised Premises, but Sublessor shall not be liable for any expenses, including attorney's fees, in connection therewith. If there shall be any refund payable by the governmental authority with respect thereto, Sublessee shall be entitled to receive and retain the same, subject, however, to the apportionment as hereinabove provided in subparagraph B.

D. **Method of Payment**. Subject to Section(D), Sublessee agrees to pay to Sublessor as Additional Rent, together with its monthly Base Rent payment, an amount equal to of one-twelfth ($1/12^{th}$) of the amount of property taxes, in advance. Sublessor may estimate the amount of taxes payable by Sublessee for any tax year and Sublessee agrees to pay such estimated taxes on the first (1^{st}) day of each month of the term of this Sublease, with appropriate adjustment at the time of determining the actual taxes payable by Sublessee for such tax year. The amount payable in the

current period shall be adjusted annually based on the last period for which taxes were actually paid plus or minus the difference between the taxes for said period and the prior period. If the total amount of property taxes collected by the Sublessor during any tax year shall exceed the actual property taxes payable by Sublessee for such tax year, Sublessor shall credit such excess to the next tax obligation of Sublessee under this Sublease, and in the case of the final tax year occurring during the Term of this Lease, such excess shall be paid to Sublessee within sixty (60) days after such computation.

21. HAZARDOUS SUBSTANCES.

A. The term "Hazardous Substances" as used in this Sublease shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

B. Sublessee shall not cause or permit to occur:

(i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Demised Premises, or arising from Sublessee's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Demised Premises, or the transportation to and from the premises of any Hazardous Substances, except as specifically disclosed on **Exhibit "C"** to this Sublease.

C. Sublessee shall, at Sublessee's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances. Sublessee shall, at Sublessee's own expense, make all submissions to provide all information required by, and comply with all requirements of all governmental authority under said laws.

D. Should any authority or any third-party demand that a cleanup be undertaken because of any spill, discharge, or other release of Hazardous Substances that occurs during the term of this Sublease, as a result of Sublessee's use or occupancy of the Demised Premises, then Sublessee shall, at Sublessee's own expense, carry out all such cleanup to the satisfaction of all governmental authorities, agencies, etc.

E. Sublessee shall provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances to Sublessee upon request.

F. If Sublessee fails to fulfill any duty imposed under this entire Paragraph within a reasonable time or if Sublessor reasonably believes that a release of Hazardous Substances has occurred at the Demised Premises as a result of Sublessee's activities, then and in either case

Sublessor may take whatever actions are necessary to evaluate and correct the situation, and Sublessee shall reimburse Sublessor for all costs associated therewith (including attorney's fees and consulting fees) arising out of or in any way connected with any investigation conducted by Sublessor in the exercise of its rights under this Paragraph or in removing any Hazardous Substances resulting from Sublessee's use or occupancy of the Demised Premises.

G. Sublessee shall indemnify, defend, and hold harmless the Sublessor from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Sublease and as a result of the Sublessee's use or occupancy of the Demised Premises.

H. Sublessee's obligations and liabilities under this entire Paragraph shall survive the expiration of this Sublease.

22. MISCELLANEOUS PROVISIONS.

A. This Sublease is and shall be subordinate to any encumbrances affecting the Demised Premises on the Effective Date.

B. Provided Sublessee is not in default hereunder, Sublessee's interest herein shall not be disturbed, and the terms of this Sublease shall continue in full force and effect.

C. Sublessee shall permit Sublessor and its agents to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same.

D. In the event the original Sublease held by either Sublessor or Sublessee is lost or destroyed, each party agrees to re-execute this Sublease at any time upon the request of the other.

E. Nothing contained in this Sublease shall be deemed or construed by the parties hereto, or any other third-party, to create the relationship of principal and agent, or of partnership or of joint venture, or of trustee and beneficiary, or of any other association between the parties hereto and neither the method of payment of any monies hereunder, nor any other provisions in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship set forth hereinabove.

F. The parties hereto understand and agree that no party or parties hereto shall be obligated to pay any income tax, profits tax, excise tax, unemployment insurance tax or other similar tax or charge that may be payable by or chargeable to any other party or parties hereto, under any present or future laws of the state in which the Demised Premises are located, the United States, or any other governmental agency or authority.

G. No waiver of default by the party or parties hereunder shall be implied from any omission by a party or parties to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. One or more waivers of

any covenant, term or condition of this Sublease by a party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.

H. This Sublease may be amended, modified and changed only by a written instrument signed by all the parties hereto.

I. The language in all parts of this Sublease shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

J. The word "persons" whenever used shall include individuals, estates, trusts, firms, associations, partnerships and limited partnerships, corporations and all other legal entities of any type whatsoever.

K. The various rights, options, elections, powers and remedies of a party or parties to this Lease shall be construed as cumulative, and no one of them exclusive of any others or of any legal or equitable remedy which said party or parties might otherwise have in the event of breach or default in terms hereof, and the exercise of one right or remedy by a party or parties shall not in any way impair their rights to any other right or remedy until all obligations imposed on a party or parties have been fully performed.

L. The captions of the paragraphs and the consecutive order of the paragraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions or interpretations or construction.

M. This Sublease may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one Sublease.

N. This Sublease shall be construed according to the laws of the State in which the Demises Premises are located.

O. Time is of the essence of this Sublease.

P. If Sublessee consists of more than one person or entity, the obligations hereunder will be joint and several.

Q. Each party, upon the request of the other, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Sublease.

R. Should any portion of this Sublease be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Sublease and shall not affect the remainder thereof.

S. It is expressly understood that this Sublease contains all terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this Sublease, and that no prior or contemporaneous agreements, understandings or representations, either oral or written, pertaining to the same, shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of this Sublease cannot be altered, changed modified or added to except in writing signed by all the parties hereto, and all prior and contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Sublessee not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Sublessor or any other person, except as specifically set forth in this Sublease. No officer or employee or agent of Sublessor has any authority to make any representation or promise not contained in this Sublease, and Sublessee agrees that it has executed this Sublease without reliance upon any such representation or promise.

T. Should any party or parties hereto institute any action or proceeding in court or by arbitration to enforce any provision or provisions hereof, or for damages by reason of any default under this Lease, or for a declaration of such party's or parties' rights or obligations hereunder, or for any other judicial remedies, the prevailing party or parties shall be entitled to receive from the losing party or parties such amount as the court may find to be actual attorney's fees and costs incurred for the services rendered the party or parties prevailing in any such action or proceeding or on appeal therefrom. In the event Sublessor employs the services of counsel, without regard to the commencement of any action, resulting from Sublessee's failure to strictly comply with all of the terms, covenants and conditions hereof, all attorneys' fees incurred by Sublessor shall be deemed Additional Rent due hereunder from Sublessee.

U. This Sublease shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the parties and also upon the heirs, executors and administrators of any individuals executing this Sublease.

V. In interpreting this Sublease, the masculine includes the feminine and neuter genders, the plural includes the singular, and vice versa as the context may require.

W. Except as may be provided in this subsection, Sublessor and Sublessee represent and warrant to each other that no real estate commissions, finder's fees or broker's fees have been or will be incurred in connection with this Sublease.

X. Sublessee hereby expressly waives any and all rights of redemption or reinstatement granted by or under any present or future laws in the event of Sublessee being evicted or dispossessed for any cause, or in the event of Sublessor obtaining possession of the Demised Premises by reason of the violation by Sublessee of any of the covenants and conditions of this Sublease or otherwise. The rights given to Sublessor herein are in addition to any rights that may be given to Sublessor by any statute or otherwise.

Y. IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN SUBLESSOR AND SUBLESSEE ARISING OUT OF THIS SUBLEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED

HERETO, SUBLESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE RIGHT TO A JURY TRIAL OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, (B) THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION, AND (C) THE RIGHT TO SEEK OR COLLECT PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION.

Z. Sublessee shall cooperate in good faith with Sublessor and shall comply with any reasonable request made of Sublessee by Sublessor or its Master Landlord in connection with the procurement of a written consent of this Sublease by the Master Landlord, if required (the "Consent"). In the event, for any reason whatsoever, the Lease has not been fully executed and the Consent is not delivered to Sublessor and Sublessee by _____, 2023, Sublessor may, in its sole and absolute discretion, cancel or terminate this Sublease by giving written notice to Sublessee, in which event this Sublease shall be of no further force and effect, and the parties hereto shall have no further rights, obligations or liability hereunder; provided, however, if the failure to obtain the Consent relates to any failure by Sublessee to provide any documents or information requested by Master Landlord or Sublessee is in default of this Sublease or the Master Lease at the time, then any such cancelation or termination shall not release Sublessee from any obligations, duties or liabilities arising under this Sublease prior thereto. Sublessor agrees to use reasonable due diligence to obtain Master Landlord's consent as soon as possible after the execution and delivery hereof, but Sublessor shall not be required to incur any costs or institute legal proceedings to obtain such consent.

Signatures on the page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease, or caused this Sublease to be executed as of the Effective Date.

SUBLESSOR:	**SUBLESSEE:**
ASURION UBIF FRANCHISE, LLC,	**NAME**,
a Delaware limited liability company	a STATE entity type
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

EXHIBIT “A”

(Master Lease)

See attached.

EXHIBIT “B”

Base Rent Table

EXHIBIT “C”

Hazardous Substances Statement

[Store Name]

EXHIBIT D
LEASE ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made as of [Closing Date], 2023, by and between **Asurion UBIF Franchise, LLC** ("**Assignor**"), **[Buyer]** (**"Assignee**") and the undersigned "LANDLORD" below ("Landlord").

W I T N E S S E T H:

WHEREAS, Assignor, as tenant, and Landlord are parties to a Lease Agreement (the "**Lease**"), pursuant to which Assignor occupies the real property more specifically described in Exhibit A (the "Premises"); and

WHEREAS, Assignor has entered into a definitive agreement to sell substantially all of its assets associated with its business located at the Premises to Assignee; and

WHEREAS, effective as of the Closing Date, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises, and to release Assignor from any future obligations related to the Lease and the Premises; and

WHEREAS, effective as of the Closing Date, Assignee desires to accept such assignment from Assignor and to assume Assignor's obligations under the Lease and to the Premises.

NOW THEREFORE, in consideration of the Premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Effective as of the Closing Date, Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, interest, duties and obligations in, to and under the Lease [and all security deposits in the amount of $_____] and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Lease. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Lease as though, and to the same extent as if, Assignee had been named "Tenant" in the Lease.

3. Effective as of the Closing Date, Assignee hereby accepts the assignment of the rights, duties and obligations of Assignor in, to and under the Lease [and all security deposits in the amount of $_____] and assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Lease.

4. By its execution below, and effective as of the Closing Date:

(a) Landlord agrees and consents to this Assignment pursuant the terms of the Lease.

(b) Landlord hereby fully releases Assignor from the Lease, including all terms and conditions thereof, and from any interest and obligations relating to the Premises, arising following the Closing. Landlord also fully releases any Guarantors of the Lease from any interest and obligations in connection with the Lease and the Premises relating to post-closing periods. To the extent that the Lease maintains the Assignor or any Guarantor as responsible for any terms, conditions and obligations under the Lease arising after this Assignment, said terms, conditions and obligations are hereby released and waived by Landlord.

(c) Pursuant to the terms of the Franchise Agreement by and between Assignee and UBIF Franchising Co. ("**Franchisor**"), under which Assignee operates its business at the Premises, Assignee may be required to change its trade name to a similar trade name utilized nationally or regionally by Franchisor. Landlord agrees that Assignee shall have the right to change its trade name, in accordance with the Franchise Agreement, with prior written notice to Landlord, and Landlord hereby approves the trade names "uBreakiFix by Asurion," "uBreakiFix," "ASURION TECH REPAIR & SOLUTIONS," for Assignee's use during the Term of the Lease.

(d) Landlord agrees to execute the Franchisor Addendum attached hereto.

[*SIGNATURE PAGE FOLLOWS*]

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

"ASSIGNOR"

ASURION UBIF FRANCHISE, LLC

By: _____
[Insert Name]
[Insert Title] & Authorized Signatory

"ASSIGNEE"

[BUYER]

By: _____

Name: _____

Its: _____

Landlord hereby acknowledges and consents to the assignment of the Lease pursuant to the foregoing:

"LANDLORD"

Printed Name: _____

By: _____

Name: _____

Its: _____

Franchisor Addendum

This Addendum to Lease ("Addendum"), dated_____, 2023, is entered into between _____("Landlord"), and [Buyer] ("Tenant").

RECITALS

A. The parties have entered into a Lease Agreement, dated_____, 20 , (the "Lease") pertaining to the premises located at_____(the "Premises").

B. Landlord acknowledges that Tenant has agreed to operate a retail store at the Premises pursuant to Tenant's Franchise Agreement (the "Franchise Agreement") with UBIF Franchising Co ("Franchisor") under the name "Asurion Tech Repair & Solutions" or other name designated by Franchisor (the "Store").

C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide Franchisor the opportunity to preserve the Premises as a Franchisor branded retail outlet as provided herein.

AGREEMENT

Landlord and Tenant agree to amend the Lease as follows:

1. Exclusivity. So long as Franchisee is not in default under the terms of the Lease past any applicable notice and cure period, Franchisee shall have the exclusive right to be the only facility operating as a retail business specializing in repair services relating to computers, smart phones, tablets, gaming consoles and other electronic equipment within the Shopping Center;

2. Remodeling and Decor. Landlord agrees that Tenant has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Tenant may operate a Store on the Premises. Any remodel of the building and/or its signs shall be subject to Landlord's prior and reasonable approval.

3. Assignment by Tenant.

(a) Tenant does not have the right to sublease or assign the Lease to any third party without Franchisor's (and, to the extent required under the Lease and subject to the provisions of this Addendum, Landlord's) written approval.

(b) So long as Tenant is in not in default under the Lease beyond any applicable notice and cure periods (as they may be extended with respect to Franchisor pursuant to Section 3(a) below), Tenant has the right to assign all of its right, title and interest in the Lease to Franchisor, its affiliates or its parent company, during the term of the Lease, including any extensions or renewals, without first obtaining Landlord's consent and without transfer or assignment cost or expense to Tenant or Franchisor or its designated affiliate (the "Franchisor Entity"). No assignment will be effective, however, until the Franchisor Entity gives Landlord written notice of its acceptance of the assignment. The Franchisor Entity will be responsible only for the Lease obligations and liabilities incurred after the effective date of the assignment and only until such time as the Lease is further assigned pursuant to Section 2(c).

(c) If the Franchisor Entity elects to assume the Lease, under this Section 2 or unilaterally assumes the lease as provided for in Section 3(a) or 4, Landlord and Tenant agree that (i) Tenant will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) the Franchisor Entity will have the right to assign or sublease the Premises to another franchisee with Landlord's prior reasonable approval (not to be unreasonably withheld, conditioned or delayed), provided the franchisee meets Franchisor's then current standards and requirements for franchisees and agrees to operate the Store as an Asurion Tech Repair & Solutions Store pursuant to a Franchise Agreement with Franchisor. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, the applicable Franchisor Entity shall thereupon be released from all liability as tenant under the Lease from and after the date of assignment, without any need of a written acknowledgment of such release by Landlord.

4. Default and Notice.

(a) Landlord shall send Franchisor copies of all notices of default it gives to Tenant concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall promptly give Franchisor written notice thereof, specifying the defaults Tenant failed to cure. Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease if Tenant fails to cure. Franchisor shall have 15 days from the date Franchisor receives such notice to exercise, by written notice to Landlord and Tenant, its right for Franchisor or a Franchisor Entity to assume the Lease. Franchisor or the Franchisor Entity shall have an additional 15 days from the expiration of Tenant's cure period in which to cure the default or violation.

(b) All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to the following address:

UBIF Franchising Co
2121 S. Hiawassee Rd., Suite 120
Orlando, FL 32835
Attention: Legal

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

5. Termination, Non-Renewal, Expiration.

(a) If the Franchise Agreement is terminated for any reason during the term of the Lease or any extension thereof, Franchisor (directly or through any affiliate) has the right, but not the obligation, to unilaterally assume the Lease by giving Landlord written notice. Within 30 days after receipt of such notice, Landlord shall give Franchisor written notice specifying any defaults of Tenant under the Lease.

(b) If the Lease contains term renewals or extension(s) and if Tenant allows the term to expire without exercising said right(s), Landlord shall give Franchisor written notice thereof, and Franchisor (directly or through any affiliate) shall have the option, for thirty (30) days after

receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If a Franchisor Entity elects to exercise such rights(s), it shall so notify Landlord in writing, whereupon Landlord and Franchisor Entity shall execute and deliver an agreement whereby the Franchisor Entity assumes the Lease effective at the commencement of the extension or renewal term.

6. Access to Premises Following Expiration or Termination of Lease. Upon the expiration or termination of the Lease, Landlord will cooperate with and assist the Franchisor Entity in gaining possession of the Premises and if a Franchisor Entity does not elect to enter into a new lease for the Premises with Landlord on terms reasonably acceptable to the Franchisor Entity, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, except for any damages caused by Franchisor's willful misconduct or gross negligence, to remove all signs, awnings, and all other items identifying the Premises as an Asurion Tech Repair & Solutions Store and to make such other modifications (such as repainting) as are reasonably necessary to protect the Asurion Tech Repair & Solutions™ marks and system. In the event Franchisor (directly or through any affiliate) exercises its option to purchase assets of Tenant, Landlord must permit Franchisor or its affiliate to remove all such assets being purchased.

7. Additional Provisions.

(a) Landlord hereby acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.

(b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor, unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent company.

(c) The Franchisor Entity may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld or delayed.

8. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by Landlord, Tenant and Franchisor.

9. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated by reference and made a part of this Addendum as though copied herein in full. In the event of any conflict between the terms of this Addendum and those in the Lease, the terms of this Addendum shall control.

10. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum with independent enforcement rights.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written at the top of this Franchisor Addendum.

LANDLORD

Printed Name: _____

By: _____
Name: _____
Its: _____

TENANT

[BUYER]

By: _____
Name: _____
Its: _____

SCHEDULE 1(a)
Purchased Assets

The Purchased Assets, excluding the Excluded Assets, are as follows:

1. All furniture, fixtures, machinery, parts and inventory, tools, equipment, leasehold improvements, software (excluding data not relating to the Business, which Seller shall remove from computers included among the Purchased Assets, if any, prior to Closing), any existing landline phone system, Dell computers, Chromebooks and other computers (if Seller is able to remove its proprietary information), Samsung PCs (provided that Seller will "unclaim" / stop managing these), surveillance cameras and security hardware (provided that Seller will terminate camera/surveillance licensing, consistent with Section 7(e)), Meraki devices (provided that Buyer will need to obtain its own license), safes and cabinets, digital media players/TVs, and other tangible personal property used in the Business, including those assets specifically described, together with all manufacturers' warranties pertaining to the same, to the extent that such warranties may exist and are assignable;

2. All of Seller's goodwill relating to the Business;

3. All transferable Permits, certificates, accreditations, orders, and ratings of all federal, state, or local government or regulatory authorities which relate to the Business and which are held by Seller;

4. Any and all rights of Seller which by their terms are transferable and which arise under or pursuant to warranties, representations and guarantees made by suppliers in connection with the Purchased Assets;

5. All raw materials, supplies, packaging materials, purchased products, finished goods and all other goods, merchandise and materials, including parts and accessories and inventory, owned by Seller;

6. All unbilled work in process and all work completed, marked as "ready for pickup" but not picked up and paid for by customer or National Account partner within the sixty (60) days following the Closing;

7. All client records, correspondence and any other records relating solely to the continued operation of the Business and located at the Stores;

8. Telephone numbers, email addresses, accounts, contacts, client lists, URLs, Seller's social media accounts, Seller's trade names;

9. All utility contracts other than the Excluded Contracts set forth on Schedule 1(b) ("**Assumed Contracts**");

10. If the Business currently operates Vehicles, Buyer will be entitled to operate an equal number of Vehicles after Closing; provided that Buyer acknowledges that it may take time for Seller to get the Vehicles transferred to Buyer; and

11. Copies of all books, records, files, ledgers, lists, correspondence, manuals, notes, and documents solely related to the Business or any of the Purchased Assets and located at the Stores.

SCHEDULE 1(b)
Excluded Assets

Items of Personal Property:

1. Dell laptop computers, Chromebooks and other computers, if Seller is unable to remove its proprietary information
2. Macbooks, but Buyer may continue to use no more than one of these the same as other UBIF stores
3. Mifi devices
4. Any mobile phones provided by Seller

Excluded Contracts:

1. The Existing Franchise Agreement
2. Internet service agreements
3. Phone service agreements
4. Security service agreements
5. Vehicle GPS tracking service agreements
6. The Asset Purchase Agreements and related documents by which Seller acquired the Business.
7. The Real Property Lease (subject to Section 1(c) above).

SCHEDULE 5(e)(ii)
Real Property Lease

[Insert Description of Lease and describe any defaults]

Exhibit P

Bancorp. Lease Documents

Sales/Customer Service
3755 Park Lake Street
Orlando, FL 32803
(407) 298-2982

Billing
Lease Payment Center
P.O. Box 140733
Orlando, FL 32814-0733
(888) 632-7748

MASTER LEASE AGREEMENT
OPEN-END LEASE

1. This Master Lease Agreement ("Agreement"), made as of the date set forth below, is by and between The Bancorp Bank ("Lessor"), and _____ ("Lessee").
2. LEASE. In consideration of the mutual covenants and upon the terms and conditions contained in this Agreement, Lessor leases to Lessee and Lessee hires from Lessor each motor vehicle described in one or more Schedules signed by Lessee and added from time to time to this Agreement (each, a "Vehicle") on the terms and conditions in the Schedule and as hereinafter set forth below.
3. TERM. The Term of the Lease shall be listed on the Schedule. It shall commence on the date the Vehicle is delivered to Lessee or Lessee's representative or on the day Lessor pays a dealer or supplier for the Vehicle, whichever occurs first (the "Commencement Date")
4. THE MONTHLY PAYMENT shall be paid on the tenth day of the month for each calendar month during the Term of the Lease. The Lessee's obligation to make Monthly Payments shall continue during any period the Vehicle is inoperable due to mechanical failure, damage, repair, loss, seizure or any other reason.
5. RECONDITIONING AND SALE OF VEHICLE, NET SALE VALUE. Upon return of the Vehicle as provided in Section 7, Lessee authorizes Lessor to spend the sums required for normal reconditioning and inspection of the Vehicle. After reconditioning and inspection, Lessor shall sell the Vehicle on a wholesale bid basis. The sale price for the Vehicle minus the cost of reconditioning and inspection shall equal the Net Sale Value of the Vehicle.
6. TERMINATION VALUE, REFUND DEFICIENCY PAYMENT, AND FINAL SETTLEMENT. The Termination Value of the Vehicle at Lease end shall be listed on the Schedule. If the Vehicle is returned prior to the expiration of the Term, the adjusted termination value shall be the sum of (a) all past due Lease payments and other fees and charges then owed to Lessor (b) the amortized depreciated value of the original value set forth in the Schedule (c) $150.00 documentation/handling charge and (d) 2 regular monthly payments.
   If the Net Sale Value, as defined in Section 5 exceeds the Termination Value, the excess shall be refunded by Lessor to Lessee. If the Net Sale Value is less than the Termination Value, Lessee shall pay the amount of such deficiency to Lessor within ten (10) days after the Lessee receives notification of the amount due from Lessor. Sale of the Vehicle and the refund of any excess or the payment of any deficiency due under this Section 6 shall constitute Final Settlement of the Lease.
7. RETURN OF VEHICLE. Lessee agrees to return the Vehicle to Lessor at the end of the term of the Lease. Lessee agrees to return the Vehicle at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Vehicle in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Vehicle all license plates, the Vehicle registration and all other documents related to ownership or possession of the Vehicle. Lessee further agrees to accurately report to Lessor the correct mileage accumulated on the Vehicle.
8. MONTHLY STATEMENTS OR PAYMENT COUPON BOOKLETS. Prior to the date each Monthly Payment is due except for the first Monthly Payment, Lessor shall render to Lessee a single statement of the Monthly Payment payable for that calendar month. The Monthly Payment shall be paid at the office of Lessor designated in the monthly statement. In lieu of rendering monthly statements, Lessor may elect to issue a coupon booklet, in which case Monthly Payments shall be made by Lessee in accordance with the instructions and on the dates specified in the coupon booklet.
9. EXPENSES, FEES, TAXES, AND OTHER CHARGES. In addition to the Monthly Payment, Lessee agrees to pay: (i) all expenses, fees and taxes incurred in connection with the titling, licensing and registration of the Vehicle, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Vehicle including but not limited to gasoline, oil, grease, repairs, maintenance, tires, storage, parking, tolls, fines, towing and servicing; (iii) all sales, use, registration, personal property and other taxes related to the Vehicle; and (iv) all fees, expenses and taxes in connection with any re-registration of the Vehicle if the Lessee permanently garages the Vehicle in a locale other than that originally registered. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 9 which Lessor may pay on Lessee's behalf.
10. LATE PAYMENTS. If Lessee does not make any Monthly Payment or pay any of the charges due under Sections 8 and 9 of this Agreement within ten (10) days after the date on which such Monthly Payments or

charges are due, Lessee agrees to pay a single late charge of five percent (5%) of the Monthly Payment. Lessee also agrees to pay all reasonable attorney's fees plus court costs, if the Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor.

11. DEPOSIT. Lessee shall deposit with Lessor on the date of the Lease the sum indicated in the Schedule added to this Agreement (the "Deposit") as security for the full and faithful performance by Lessee of all terms, covenants and conditions of the Lease evidenced by that Schedule. This sum shall be returned to Lessee at the end of the Term of the Lease or upon termination of the Lease provided that the Lessee has not breached any of the terms, covenants and conditions of the Lease. The Deposit may be applied by Lessor to pay any Monthly Payments past due or to pay any other sums due from Lessee under the terms of the Lease. If Lessee has leased more than one Vehicle from Lessor under this or another Lease, Lessor may, at its option, transfer a Deposit for any Lease after Final Settlement of that Lease if Lessee has ever been delinquent in making any required payments or ever defaulted under the terms and conditions of either Lease.
12. CANCELLATION OF ORDER, DAMAGES. If Lessee shall instruct or otherwise cause Lessor to cancel the order for the Vehicle from any dealer, supplier or manufacturer after the execution of the Schedule, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.
13. DELIVERY OF VEHICLE. The Vehicle shall be delivered to Lessee at the supplying dealer's place of business or at such other place as shall be agreed upon between Lessor and Lessee. If delivery is not made at the supplying dealer's place of business, then delivery of the Vehicle to Lessee shall be made within five (5) days after the Vehicle is delivered to Lessor by the dealer, supplier or manufacturer. Lessor shall have no liability if the dealer, supplier or manufacturer does not deliver the Vehicle to Lessor or to Lessee for whatever reason.
14. NO WARRANTIES. Lessee's acceptance of the Vehicle at the place agreed upon for delivery shall constitute an acknowledgement by Lessee that the Vehicle complies with the specifications for the Vehicle described in any Schedule added to this Lease. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION OR QUALITY OF THE MATERIAL, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE.
    Lessee agrees that Lessor has no liability to Lessee for any damage or loss caused directly or indirectly by the Vehicle or which results from the condition, maintenance, possession, use or operation of the Vehicle.
15. VEHICLE USE.
    (a) Lessee shall not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Vehicle confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Vehicle.
    (b) Lessee shall not use or allow the use of the Vehicle for towing, pushing or any purpose other than that for which it is designed, nor for the transportation for hire of goods, passengers or animals.
    (c) Lessor shall not be responsible or liable for loss to any goods or other property placed or carried in or on the Vehicle.
    (d) Lessee shall not use or allow the use of the Vehicle outside of the United States without the prior consent of Lessor.
16. VEHICLE OPERATION.
    (a) The Vehicle shall be operated only by a safe, competent and duly licensed driver. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid driver's license issued in Lessee's name by the Department of Motor Vehicles or other appropriate agency of the state in which Lessee resides. If Lessee's driver's license is ever revoked or suspended, Lessee must notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Vehicle upon ten (10) days' notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Vehicle, the termination provisions of this Lease shall govern.
    (b) Lessee and any person authorized by Lessee to operate the Vehicle shall be solely responsible for individual fines and penalties for parking, traffic and speeding violations. Should Lessor be required to pay any fine or summons, Lessee shall reimburse Lessor for same upon demand.
17. OWNERSHIP, REGISTRATION AND TITLE.
    (a) This is a contract of leasing only, and Lessee acquires no ownership, title, property rights or interest in or to the Vehicle (or any option therefor), but only the right of possession and use in accordance with the provisions of the Lease.
    (b) The Vehicle shall be registered in the name of Lessor during the term of the Lease and any certificate of title or similar documents shall likewise be in the name of Lessor. Lessor may elect to place title of the Vehicle in the name of a trustee or custodian with the same force and effect as though the Vehicle were titled in the name of Lessor.
18. POSSESSION AFTER THE LEASE HAS ENDED. If Lessee retains possession of the Vehicle after the Term of the Lease has ended, Lessee agrees that all the terms of the Lease shall remain in full force and effect and that Lessor shall continue to charge Lessee the Monthly Payment and any other charges under the Lease. Lessor may elect to reduce the Termination Value of the Vehicle based upon the continued use by Lessee, in any manner which the Lessor deems reasonable. This Section 18 shall not be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of Lessor's rights under the default provisions of the Lease.

19. INSURANCE.
    (a) Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars ($100,000) for any one person injured or killed, Three Hundred Thousand Dollars ($300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars ($50,000) for damage to property of others in any one accident.
    (b) Lessee further agrees to pay for and maintain collision insurance on the Vehicle with a One Thousand Dollar ($1,000.00) (or less) deductible and comprehensive coverage insurance including fire and theft with a One Thousand Dollar ($1,000.00) (or less) deductible. Lessee agrees to obtain and maintain any additional insurance coverage required in the state in which the Vehicle is operated.
    (c) Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Vehicle to Lessee. The insurance coverage shall begin on or prior to the date the Vehicle is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required under this Section 19 shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Vehicle to Lessor or Lessor's representative prior to the effective date of cancellation.
    (d) During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Vehicle, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.
    (e) In the event the insurance coverage required under this Section 19 is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.
20. INDEMNITY.
    (a) Lessee agrees to assume all liability for injury, death and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor and Lessor's agents and employees from any and all claims against Lessor or Lessor's agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumptions of liability in this Section 20 shall continue in full force and effect at all times prior to expiration or termination of the Lease, redelivery of the Vehicle to Lessor and Final Settlement.
    (b) Lessor agrees to give Lessee prompt notice of any claim or liability hereby indemnified against.
21. REPAIR, DAMAGE, LOSS, THEFT, DESTRUCTION AND SETTLEMENT THEREFOR.
    (a) Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Vehicle. Lessee agrees to keep the Vehicle in efficient working order and repair.
    (b) The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by Lessee.
    (c) If the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Vehicle or wreckage for disposal. As soon as possible after notice, Lessor shall arrange for the sale of the Vehicle and Final Settlement according to the terms of Sections 5 and 6. If the Vehicle or wreckage is not available to Lessee for redelivery to Lessor, then Lessee shall pay to Lessor the Termination Value of the Vehicle as if the Lessee had returned the Vehicle on the date it was lost, stolen, destroyed or damaged beyond repair. Any insurance proceeds payable from the loss, theft, destruction or damage beyond repair of the Vehicle shall be payable to Lessor and will be offset against the Termination Value to be paid under this Section 21.
    (d) Lessee's obligation to make any payments under this Lease shall continue until Final Settlement.
22. REMOVAL OF VEHICLE. Lessee agrees that the Vehicle will not be permanently removed from the state of Lessee's residence or place of business or operation as indicated in the Lease. Lessee also agrees not to remove the Vehicle temporarily from such state for any period of time or otherwise under such circumstances as would require registration or licensing of the Vehicle in any other state, without the prior written consent of Lessor.
23. NO ABATEMENT OR SET-OFF. Lessee agrees that the sums payable to Lessor under any Section of the Lease shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever by reason of any damage to or loss or destruction of the Vehicle, or by reason of any interruption for whatever cause in the use, operation or possession of the Vehicle.
24. DEFAULT OF LESSEE. Lessee shall be in default under the Lease under any one or more of the following circumstances:
    (a) If Lessee fails to make any payments specified under the Lease;

(b) If Lessee fails to perform or permits the breach of any of the terms, conditions, covenants or agreements of the Lease;
(c) If bankruptcy or insolvency proceedings are commenced by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any action shall be taken against or by Lessee to accomplish any such purpose, or if a receiver of the property or business of the Lessee shall be appointed, or if Lessee has permitted or suffered any distress, attachment, levy or execution to be made or levied against any or all of the property of Lessee;
(d) If Lessee is in default under any other agreement between Lessee and Lessor;
(e) If any insurance company cancels any required insurance on the Vehicle or determines that Lessee is an uninsurable risk at standard rates;
(f) If any other person obtains an interest in the Vehicle including a lien or encumbrance on the Vehicle; or
(g) Upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance or satisfaction of the Lessee's obligations herein.

25. REMEDIES OF LESSOR. If Lessee is in default of the Lease as defined in Section 24, Lessee agrees that Lessor may exercise any or all of the following rights and remedies:
(a) Cancel the Lease and sell the Vehicle under the terms of Sections 5 and 6;
(b) Take possession of the Vehicle by lawful means. Once Lessor repossesses the Vehicle, Lessor will hold it free and clear of this Lease and any of Lessee's rights under the Lease;
(c) Take such action as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard the Vehicle;
(d) Call all sums owing under the terms of the Lease immediately due and payable' including without limiting any damages, late payments and indemnities provided for under the Lease;
(e) Exercise any right or remedy available at law, equity or otherwise, as a result of Lessee's breach or negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed shall not affect the right of Lessor, and Lessor shall nevertheless have the right, to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of this Lease. Lessor's rights and remedies with respect to any of the terms and conditions of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Lessor's favor; and
(f) PROCEED TO COLLECT ALL SUMS DUE UNDER THE TERMS OF THIS LEASE, IN WHICH EVENT LESSEE AGREESTO PAY ALL COSTS AND EXPENSES OF COLLECTION INCLUDING LESSOR'S COURT COSTS, ATTORNEY'S FEES AND OTHER COLLECTION EXPENSES; AND LESSEE: (i) AUTHORIZES ANY ATTORNEY CHOSEN BY LESSOR TO APPEAR FOR LESSEE, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST LESSEE IN FAVOR OF LESSOR FOR SUCH AMOUNTS AS MAY BE UNPAID UNDER THE LEASE PLUS INTEREST, COSTS, EXPENSES AND FEES; and (ii) Lessee waives all rights under any exemption laws of the State of Delaware or elsewhere and consents to immediate execution on any judgment.

The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of the Lease, shall not be a waiver of any default under the Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of the Lease thereafter.

26. ASSIGNMENT, TRANSFER, SUBLEASE, PLEDGE. Lessee's interest under the Lease or its right to possession of the Vehicle shall not be transferred by assignment, operation of law or otherwise. Lessee shall not sublet the Vehicle without the prior written consent of Lessor. Lessee shall not pledge, mortgage or otherwise encumber any right or interest it has under the Lease.
27. NOTICE. All notices, requests or consents that either party is required or desires to give the other party shall be in writing signed by or on behalf of the party giving the same, sent by United States registered or certified mail, addressed to the other party, at its respective address stated above or below or such other address as either shall hereafter furnish the other in writing, and shall be effective from the date of receipt, except for such sent by Lessor which shall be effective from the date of mailing. Lessee shall advise Lessor within thirty (30) days of any change in Lessee's address, or any change in the address of the driver of the Vehicle.
28. ENTIRE AGREEMENT. This Agreement and any and all Schedules added hereto constitute the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto.
29. DELAWARE LAW GOVERNS. The Lease shall not be effective unless and until accepted and executed by an officer of Lessor. The Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the State of Delaware, where Lessor has its principal place of business.
30. SEVERABILITY. Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
31. JOINT AND SEVERAL LIABILITY. If more than one Lessee executes the Lease, their obligations under the Lease shall be primary, joint and several.

Dated: _____

LESSEE:	Signature _____
	Title _____
ADDRESS:	Signature _____
	Title _____
Signature _____	
Title _____	
Signature _____	
Title _____	**LESSOR** The Bancorp Bank
Signature _____	Signature _____
Title _____	Title Maria Caporizzo, VP_____

Exhibit Q

Consignment Agreement

Consignment Agreement

THIS CONSIGNMENT AGREEMENT, dated as of _____, 20__ (this "**Agreement**"), is entered into between uBreakiFix Repair Parts Co, a Florida corporation ("**Consignor**"), and the Franchisee listed on the signature page hereto ("**Consignee**", and together with Consignor, the "**Parties**", and each, a "**Party**").

WHEREAS, Consignee is a party to certain Franchise Agreement(s) (the "**Franchise Agreements**") with Consignor's affiliate, UBIF Franchising Co, a Florida corporation (the "**Franchisor**"), pursuant to which Consignee is authorized to operate Franchisor's mobile phone and electronics repair business model, utilize Franchisor's intellectual property and sell authorized goods and services at stores and mobile units, where applicable;

WHEREAS, Consignor is in the business of sourcing parts and equipment necessary for such electronic repairs (the "**Goods**");

WHEREAS, Consignee wishes to obtain delivery and purchase certain quantities of Goods from Consignor from time to time on a consignment basis for the purpose of resale in connection with repair services by Consignee for third parties (the "**Consigned Goods**"); and

WHEREAS, Consignor is willing to deliver and sell the Consigned Goods to Consignee pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consignment of Goods.

1.1 Consignment for Resale. Consignor shall deliver to Consignee the Consigned Goods for the purpose of resale by Consignee to its customers in connection with repair services ("**Customers**"). Consignor shall deliver the Consigned Goods to Consignee's facility as indicated on the Consignment Request (defined below). Such facility shall be one of the Consignee's stores or forward stocking location(s) authorized and approved in the Franchise Agreement(s) (the "**Facility**"). All delivery and sale of Consigned Goods will be on a consignment basis, in accordance with the provisions hereof.

1.2 Consignment Requests and Consignment Confirmations. Consignee shall submit all orders for Consigned Goods via Consignor's website or Franchisor's Intranet (as defined in the Franchise Agreement) (a "**Consignment Request**"). Following receipt of a Consignment Request, Consignor shall issue to Consignee an electronic confirmation statement ("**Consignment Confirmation**") which shall confirm the details of the order, including the quantity and purchase price(s) of the Consigned Goods. Consignor shall have the right to manage all Goods as it sees fit, including, but not limited to, imposing maximum order amounts and/or limits on the total dollar value of Consignment Requests.

1.3 Inspection by Consignee.

(a) Consignee shall receive all Consigned Goods delivered to the Facility and shall inspect same immediately upon such delivery. Consignee agrees to accept the bill of lading, express receipt, or similar delivery document as conclusive evidence of quantity, condition, and quality of the Consigned Goods, unless Consignee advises immediately in writing of any discrepancy with the quantity, condition, or quality ("**Nonconforming Goods**") and issues a detailed notice on or before the seven (7) days after delivery regarding such discrepancy.

(b) Consignee shall enter all Consigned Goods into its inventory system as soon as reasonably practicable, but in no event later than ten (10) days following receipt. If Consignee fails to enter such Consigned Goods into its inventory, Consignor may automatically enter the same into Consignee's inventory on its behalf.

(c) Any Nonconforming Goods may be returned by Consignee to Consignor at Consignor's cost, provided that Consignee notifies Consignor in writing at least two (2) days prior to such return.

1.4 Storage of Consigned Goods at the Facility; Inspection by Consignor. Consignee shall store all Consigned Goods in the approved Facility in such a manner as to protect them from damage or deterioration and Consignor shall have the right to inspect the same.

2. Title and Risk of Loss.

2.1 Title Retained by Consignor. Consignor shall retain title to the Consigned Goods unless and until they are purchased by Consignee at the time of resale to a Customer in connection with repair services. When Consignee resells the Consigned Goods to a Customer, title to the Consigned Goods shall pass from Consignor to Consignee and immediately thereafter from Consignee to the Customer.

2.2 Risk of Loss Passes Upon Delivery.

(a) Consignor assumes the risk of loss, theft or damage to the Consigned Goods until the Consigned Goods are delivered at the Facility. Consignor promises to replace or repair any Consigned Goods that are lost, stolen, or damaged before they are delivered to the Facility.

(b) Notwithstanding Section 2.1, Consignee assumes the risk of loss, theft, or damage to the Consigned Goods upon delivery of the Consigned Goods at the Facility. Consignee shall pay Consignor the replacement cost of any Consigned Goods that are lost, stolen, or damaged after such Consigned Goods are delivered at the Facility.

3. Consignor's Security Interest in the Consigned Goods.

3.1 Grant and Perfection of PMSI. Without derogating from Consignor's rights as owner of the Consigned Goods consigned hereunder, Consignee:

(a) hereby grants to Consignor as security for the payment by Consignee of the purchase price of the Goods purchased hereunder, as and when due, a purchase money security interest in all of Consignee's right, title, and interest in and to the Consigned Goods to be purchased by Consignee and all proceeds thereof, and all documents of title covering such Consigned Goods;

(b) shall cooperate with and assist Consignor in connection with establishing and maintaining Consignor's (i) title to the Consigned Goods, which have not been purchased by Consignee and (ii) priority of ownership interest in and to such Consigned Goods as against claims of secured and unsecured creditors of Consignee. In particular, Consignee authorizes Consignor, pursuant to Article 9 of the Uniform Commercial Code ("**UCC**") to file UCC financing statements, as Consignor may deem appropriate, in such jurisdictions as Consignor may deem appropriate as a consignor in order to perfect its interest in the Consigned Goods and proceeds thereof, and Consignor is authorized to take such other steps as may be necessary to secure Consignor's rights in and to the Consigned Goods.

(c) shall further assist Consignor in fulfilling any and all notice requirements for the purpose of maintaining its priority ownership interest in and to the Consigned Goods.

4. Liens, Encumbrances, and Indemnity.

4.1 Liens and Encumbrances. Except for the security interests of the creditors listed on Exhibit A, Consignee shall maintain the Consigned Goods free and clear of and from and against all liens and encumbrances of any nature whatsoever.

4.2 Indemnity. Consignee shall indemnify and hold harmless Consignor from and against any loss or damage caused by acts of Consignee, which result in any such liens or encumbrances being placed upon any Consigned Goods, including all costs, fees, and expenses incurred by Consignor in commencing or participating in such proceedings as are necessary for Consignor to defend its ownership interest in the Consigned Goods.

5. Price. Consignee shall purchase the Consigned Goods from Consignor at the prices displayed on Consignor’s website or Franchisor’s Intranet in effect at the time that Consignor issues the related Consignment Request, or as otherwise agreed in writing between Consignor and Consignee. Consignor shall have the right to manage Goods as it sees fit, including, but not limited to, imposing maximum order amounts and/or limits on total dollar value of Consignment Requests.

6. Payment.

6.1 Reconciliation Statements. Consignee shall ensure that all Consigned Goods that are sold to a Customer are promptly and properly recorded in Franchisor’s Intranet system, so that Consignor may charge Consignee for such Consigned Goods at the prices accepted upon Consignee’s submission of a Consignment Request. Consignor shall prepare and submit to Consignee an electronic reconciliation statement detailing all applicable debits and credits owed to Consignee under this Agreement (in addition to any debits and credits owed

to Consignee under the Franchise Agreement and any other ancillary agreements with Franchisor and/or its affiliates) on a daily basis (a "**Statement**").

6.2 Payment Terms. Consignor may automatically draw payment required by the Statement(s) from Consignee's available credit with Consignor or, if no such credit is available, Consignee's designated bank account. If Consignee's designated bank account has insufficient funds to satisfy the amounts owed reflected on the Statement, Consignee shall immediately notify Consignor that it shall be delinquent in payment.

6.3 Shrinkage. Any Consigned Goods previously delivered and unsold to a Customer not included in Consignee's inventory counts for sixty (60) days, regardless of whether such Consigned Goods were sold, lost, stolen or otherwise removed from the Facility, Consignor shall consider the Consigned Goods to be "**Shrinkage**." And Consignor shall include the price(s) of Shrinkage on the Consignee's future Statement(s). The Payment for Shrinkage shall be automatically due and payable by Consignee in accordance with Section 6.2 above, or as otherwise mutually agreed upon by the Parties.

6.4 Credit Risk on Resale to Customers. Consignee is responsible for all credit risks regarding, and for collecting payment for, all Consigned Goods resold by Consignee to each Customer, whether or not Consignee receives full payment from the Customer. The inability of Consignee to collect the purchase price from any Customer for any Consigned Goods resold by Consignee to such Customer shall not affect Consignee's obligation to pay Consignor for any Consigned Goods resold by Consignee.

7. Consignee's Responsibilities.

7.1 Consignee shall secure and protect the Consigned Goods stored in the Facility from loss or damage using the same degree of care that Consignor uses to protect its own products and stock, but in no event less than a commercially reasonable degree of care.

7.2 Consignee shall keep a true record of all Consigned Goods in its possession and shall give representatives of Consignor access to such records during business hours. Consignee shall permit such representatives, during business hours, to make inventories of the Consigned Goods in the possession of Consignee.

7.3 Consignee shall maintain an accurate count of Consigned Goods and regularly conduct inventory in accordance with Franchisor and Consignor's guidelines, in no event less than every sixty (60) days.

7.4 Consignee shall close out all work orders in Franchisor's Intranet in a timely manner, but in no event later than three (3) business days following the Customer's receipt of the repaired item.

8. Return of the Consigned Goods. The Consigned Goods shall at all times be subject to the direction and control of Consignor, and on Consignor's demand for the return of any Consigned Goods delivered under this Agreement and not theretofore purchased by Consignee, Consignee shall return such Goods at Consignor's expense within ten (10) days from Consignor's request in accordance with Consignor's reasonable instructions. If Consignee fails to return such Goods within the ten (10) day time period, Consignor may charge Consignee the full price of the Consigned Goods. In addition, Consignee may submit a return merchandise authorization form via Consignor's website to return any Consigned Goods that it no longer wishes to hold in inventory, so long as the Goods are in the same condition as they were received by Consignee. Consignee shall bear the risk of loss of returning any Consigned Goods.

9. Term; Termination.

9.1 Term. Unless earlier terminated pursuant to Section 9.2, this Agreement shall have an initial term of five years commencing on the date first written above and shall automatically renew for successive one year periods, unless either Party has given the other Party written notice of its intention not to renew this Agreement at least sixty (60) days prior to the end of the initial or any subsequent renewal period.

9.2 Termination. Consignor may (i) terminate this Agreement upon written notice to Consignee or (ii) delay or cancel any shipment under this Agreement if:

(a) Consignee breaches any provision of this Agreement (including its payment obligations under Section 6 and timely performance of its responsibilities under Section 7) and does not cure such breach within fifteen (15) days after Consignee's receipt of written notice of such breach; or

(b) if Consignee (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(c) if Consignee fails to cure a breach of the Franchise Agreement or the Franchise Agreement expires or is terminated for any reason; or

(d) if (i) Consignee sells, leases or exchanges a material portion of Consignee's assets, or Consignee merges or consolidates with or into another entity, or a change in control of Consignee occurs, in any case, without Franchisor's prior written consent or (ii) any of Consignee's key personnel become incapacitated or die.

9.3 Effect of Expiration or Termination. In the event of any such termination under Section 9.2 (including, but not limited to termination due to the termination or expiration of the Franchise Agreement) or on the expiration of this Agreement pursuant to Section 9.1 hereof:

(a) Consignee shall return all unsold Consigned Goods at its own cost to Consignor during the ten (10) day period immediately following the effective date of such termination;

(b) any Consigned Goods not returned to Consignor within such ten (10) day period after such effective date of such termination shall be deemed to have been sold to Consignee and shall be subject to the payment requirement set forth in Section 6 hereof (except that payment shall be due on or before the fifth day after such ten (10) day period);

(c) Consignee shall promptly destroy all documents, tangible materials (including any and all digital copies) containing, reflecting, incorporating, or based on the Consignor's or Franchisor's Confidential Information (as defined in the Franchise Agreement); and

(d) If Consignee fails to promptly return all unsold Consigned Goods, Consignor's representatives shall have the right to enter the Facility at any time following termination or expiration to recover such Consigned Goods.

10. Confidentiality. Consignee shall not disclose the substance of this Agreement to any third party except as necessary to obtain any Permits or other approvals, or to the extent required by Applicable Law, provided that Consignee shall give Consignor prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or any Crisis Management Event (as defined in the Franchise Agreement) shall be made by Consignee without the prior written consent of Consignor in advance of such press release announcement, or public communication.

11. Representations and Warranties.

11.1 Consignee's Representations and Warranties. Consignee represents and warrants to Consignor that:

(a) it is a duly organized, validly existing and in good standing in the jurisdiction of its organization;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(c) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

(d) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Consignee;

(e) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of Consignee, enforceable against Consignee in accordance with its terms;

(f) it is in compliance with all applicable laws relating to this Agreement, the Consigned Goods, and the operation of its business;

(g) it is not insolvent and is paying all of its debts as they become due;

(h) all financial information that it has provided to Consignor is true and accurate in all material respects and fairly represents Consignee's financial condition; and

(i) the names and addresses of all creditors of Consignee holding a security interest under the UCC in the inventory of Consignee as of the date hereof are completely and accurately listed on Exhibit A, attached hereto.

11.2 Limited Product Warranty. Consignor makes certain limited warranties regarding the Consigned Goods ("**Limited Warranty**"), solely to and for the benefit of Customers, which are set forth in the Franchisor-approved Repair Terms of Service made available to Consignee, as may be amended from time to time ("**Repair Terms of Service**"). The Limited Warranty is subject to the exclusions, limitations, disclaimers, requirements and procedures set forth in such Repair Terms of Service.

12. Dispute Resolution. Any and all disputes that arise under this Agreement, shall be handled in accordance with Article 19 of the Franchise Agreement.

13. Miscellaneous.

13.1 Further Assurances. Upon Consignor's request, Consignee shall execute and deliver all such further documents and instruments, and take all such further acts, as necessary to give full effect to this Agreement.

13.2 Entire Agreement.

(a) Subject Section 1.3, this Agreement, including all related exhibits, together with any applicable Consignment Requests and Consignment Confirmations, constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(b) Notwithstanding the foregoing, the terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any terms and conditions contained in any Consignment Request. In the event of any conflict between the terms of this Agreement and any Consignment Request or Consignment Confirmation, the terms of this Agreement shall prevail. In the event of any conflict between the terms of this Agreement and the Franchise Agreement, the terms of the Franchise Agreement shall prevail.

13.3 Survival; Statute of Limitations. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no action based on or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival period set forth in this Section 14.3 and the Parties waive the right to file any such Action after the expiration of the applicable survival period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to Consignor under this Agreement.

13.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 14.4). All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Notice given by e-mail (with confirmation of transmission) will satisfy the requirements of this Section 13.4. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the notifying Party has complied with the requirements of this Section 13.4.

Notice to Consignor:	[CONSIGNOR ADDRESS]
	E-mail: [E-MAIL ADDRESS]
	Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]
With a copy to:	140 11th Ave. N.
	Nashville, TN 37203
	E-mail: franchiselegal@asurion.com
Notice to Consignee:	[CONSIGNEE ADDRESS]
	E-mail: [E-MAIL ADDRESS]
	Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

13.5 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

13.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.8 Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.9 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the Parties.

13.10 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

13.11 Equitable Remedies. Each Party acknowledges and agrees that (a) a breach by Consignee of any of its obligations under Section 100 would give rise to irreparable harm to Consignor for which monetary damages would not be an adequate remedy and (b) in the event of a breach by Consignee of any such obligations, Consignor shall, in addition to any and all other rights and remedies that may be available to Consignor at law, equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Consignee agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 13.11.

13.12 Assignment. Consignee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consignor. No permitted assignment or delegation relieves Consignee of any of its obligations under this Agreement. Consignor may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consignor's assets without the consent of Consignee.

13.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

13.14 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.15 Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

13.16 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.18 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Consignee to make payments to the Consignor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) shortage of adequate power or transportation facilities. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 13.18, either Party may thereafter terminate this Agreement upon 30 days' written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

UBREAKIFIX REPAIR PARTS CO

By:_____

Name:

Title:

CONSIGNEE:

By:_____

Name:

Title:

Address:

Email:

Phone:

EXHIBIT A

CREDITORS OF CONSIGNEE

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	April 21, 2023 (Exempt)
Hawaii	Pending
Illinois	April 21, 2023 (Exempt)
Indiana	April 21, 2023 (Exempt)
Maryland	Pending
Michigan	April 21, 2023
Minnesota	Pending
New York	April 21, 2023 (Exempt)
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit R – 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 UBIF Franchising Co offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If UBIF Franchising Co 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 state agency listed on Exhibit H.

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

- ☐ Theresa Madonia at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ Tripp Drummond at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ Andrew Millar at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ See attached list.

Date of Issuance: April 21, 2023.

See Exhibit H for our registered agent authorized to receive service of process.

I have received a disclosure document dated April 21, 2023.

A.	Franchise Agreement	F.	System Information
A-1	Mobile Unit Lease Addendum to Franchise Agreement	G.	Financial Statements
		H.	State Administrators and Agents for Service of Process
A-2	Satellite Unit Addendum to Franchise Agreement	I.	Table of Contents of Franchise Operations Manuals
		J.	Closing Franchisee Questionnaire
A-3	2023 Growth Incentive Addendum to Franchise Agreement	K.	Template National Account Participation Agreement
		L.	State Addenda
B.	Area Development Agreement	M.	Sublease
B-1	Addendum to Area Development Agreement for Existing Franchisees	N.	Non-Disclosure Agreement
		O.	Asset Purchase Agreement
C.	General Release	P.	Bancorp Lease Documents
D.	Guaranty	Q.	Consignment Agreement
E.	Confidentiality Agreement	R.	Receipts

Date:_____ Prospective Franchisee:

By: _____

For: _____

Exhibit R – 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 UBIF Franchising Co offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If UBIF Franchising Co 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 state agency listed on Exhibit H.

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

- ☐ Theresa Madonia at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ Tripp Drummond at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ Andrew Millar at 2121 S. Hiawassee Rd., Suite 120 Orlando, FL 32835 (877) 224-4349
- ☐ See attached list.

Date of Issuance: April 21, 2023.

See Exhibit H for our registered agent authorized to receive service of process.

I have received a disclosure document dated April 21, 2023.

A. Franchise Agreement	F. System Information
A-1 Mobile Unit Lease Addendum to Franchise Agreement	G. Financial Statements
A-2 Satellite Unit Addendum to Franchise Agreement	H. State Administrators and Agents for Service of Process
A-3 2023 Growth Incentive Addendum to Franchise Agreement	I. Table of Contents of Franchise Operations Manuals
B. Area Development Agreement	J. Closing Franchisee Questionnaire
B-1 Addendum to Area Development Agreement for Existing Franchisees	K. Template National Account Participation Agreement
C. General Release	L. State Addenda
D. Guaranty	M. Sublease
E. Confidentiality Agreement	N. Non-Disclosure Agreement
	O. Asset Purchase Agreement
	P. Bancorp Lease Documents
	Q. Consignment Agreement
	R. Receipts

Date:_____ Prospective Franchisee:

By:_____

For:_____