



FRANCHISE DISCLOSURE DOCUMENT

CPR-Cell Phone Repair Franchise Systems, Inc.
(A Florida Corporation)
313 Ridgeview Dr.
Summerville, Georgia 30747
(706) 822-0211
www.cpr-stores.com



We offer a franchise to operate cell phone repair businesses within specified geographic areas using the "CPR" marks that provide repair services we authorize for smart phones, cell phones, laptops, game systems and other electronic devices and sell authorized electronic devices and accessories for the devices. We offer these franchises individually under the terms of a standard franchise agreement. We also offer (i) multi-store development opportunities under the terms of our multi-store development agreement and (ii) area development rights under the terms of our area representative agreement.

The total investment required to establish a single unit location ranges from \$98,400 to \$266,500. This includes \$63,500 to \$110,500 which is payable to us or our affiliates.

The total investment necessary under the multi-store development agreement equals \$17,500 multiplied by the number of additional stores (in addition to the first store) to be developed. This entire amount is payable to us. We credit the development fee against the discounted initial franchise fee of \$17,500 for each store to be developed (other than the first store) under the multi-store development agreement. (See Item 5)

The total investment necessary to begin operation under the area representative agreement (exclusive of any investment for your first single unit location) ranges from \$28,500 to \$189,500, which includes a development fee of \$17,500 multiplied by the number of additional stores (in addition to your first store) to be developed, which is payable to us or our affiliates.

This Disclosure Document summarizes certain provisions of your franchise agreement, multi-store development agreement, area representative agreement and other information in plain English. Read the 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 payments to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Jeremy Kwaterski, President and CEO, CPR-Cell Phone Repair Franchise Systems, Inc., 313 Ridgeview Dr., Summerville, Georgia 30747; and 706-413-1552.

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 a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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: February 8, 2012

CPR-Cell Phone Repair

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT, MULTI-STORE DEVELOPMENT AGREEMENT AND AREA REPRESENTATIVE AGREEMENT CONTAIN A MANDATORY ARBITRATION CLAUSE THAT GOVERNS ALMOST ANY DISPUTE BETWEEN YOU AND US. ARBITRATION AND/OR LITIGATION PROCEEDINGS WILL TAKE PLACE IN ATLANTA, GEORGIA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN ATLANTA, GEORGIA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT, MULTI-STORE DEVELOPMENT AGREEMENT AND AREA REPRESENTATIVE AGREEMENT STATE THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. IF YOU ARE A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR OTHER BUSINESS ENTITY, YOUR OWNERS WILL HAVE TO GUARANTY YOUR OBLIGATIONS AND BE BOUND BY THE PROVISIONS OF OUR FRANCHISE AGREEMENT, MULTI-STORE DEVELOPMENT AGREEMENT OR AREA REPRESENTATIVE AGREEMENT. IF THE OWNER IS A RESIDENT OF A STATE WHICH REQUIRES SPOUSAL CONSENT TO ENCUMBER THE ASSETS OF A MARITAL ESTATE, THEN THE OWNER'S SPOUSE MUST CONSENT TO THE GUARANTY, WHICH PLACES THE SPOUSE'S MARITAL ASSETS AT RISK.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Date: See the next page for state effective dates.

CPR-CELL PHONE REPAIR FRANCHISE SYSTEMS, INC.

STATE EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California: _____, 2012

Hawaii: _____, 2012

Illinois: February 9, 2012

Indiana: February 9, 2012

Maryland: _____, 2012

Michigan: February 8, 2012

Minnesota: _____, 2012

New York: _____, 2012

North Dakota: _____, 2012

Rhode Island: _____, 2012

South Dakota: February 9, 2012

Virginia: _____, 2012

Washington: _____, 2012

Wisconsin: February 9, 2012

In all other states that do not require registration, the effective date of this disclosure document is the issuance date of February 8, 2012.

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