

FRANCHISE DISCLOSURE DOCUMENT

UBIF FRANCHISING, CO.
A FLORIDA CORPORATION
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UBREAKIFIX

What Can I Fix For You Today?

The franchise offered is for “UBREAKIFIX” stores (“**“UBREAKIFIX” Store**”) 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, including a program for accepting used mobile and other electronic devices in exchange for payment and for purposes of resale. We offer 2 franchise programs:

1. A single “UBREAKIFIX” Store. The total investment necessary to begin operation of a “UBREAKIFIX” franchise ranges from \$55,400 to \$236,250, excluding land. This includes initial fees totaling between \$33,300 and \$129,000 that must be paid to the franchisor or its affiliates including the cost of pre-opening inventory, equipment, furnishings and signs (ranging between \$33,300 and \$76,500) that must be paid to the franchisor or its affiliates. If you (or your owner in the case of an entity) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a “UBREAKIFIX” Store owned by us or our affiliate, the initial franchise fee for your first Franchise Agreement will be equal to \$25,000 and you will not pay an initial training fee. If you (or your owner in the case of an entity) were an officer, director or employee of our affiliate, UBREAKIFIX Co., as of July 4, 2011, you will not pay an initial franchise fee or initial training fee. We also participate in the IFA VetFran Program, offering qualified veterans a 20% discount on the initial franchise fee.

2. Multiple “UBREAKIFIX” Stores within a defined area under an Area Development Agreement. There is a non-refundable initial development fee of \$12,500 multiplied by the number of “UBREAKIFIX” Stores (excluding the first “UBREAKIFIX” Store) which you must open, plus \$40,000 representing the initial franchise fee and \$12,500 representing the initial training fee for your first Franchise Agreement. However, if you are an existing franchisee with an open and operational “UBREAKIFIX” Store and then enter into an Area Development Agreement, you will pay an initial franchise fee equal to \$25,000 for each additional “UBREAKIFIX” Store you agree to open. If you (or your owner in the case of an entity) are an Experienced Manager, with at least 2 years of prior experience as a manager or assistant manager at a “UBREAKIFIX” Store owned by us or our affiliate, the initial franchise fee for your first (and each subsequent) Franchise Agreement for your “UBREAKIFIX” Stores will be equal to \$25,000 and you will not pay an initial training fee. In all cases, we will credit the development fee against the initial franchise fees (at the rate of \$12,500 for the second and each subsequent Franchise Agreement).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a

binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Justin M. Wetherill at 200 South Orange Avenue, Suite 200, Orlando Florida 32801.

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.

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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 administrators listed in Exhibit H for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION, ARBITRATION, OR MEDIATION ONLY IN FLORIDA. OUT-OF-STATE LITIGATION, ARBITRATION, OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES, IT MAY ALSO COST MORE TO SUE, ARBITRATE OR MEDIATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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