

Form A – Uniform Franchise Registration Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. F-9490
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota Fee: 400.00

APPLICATION FOR (Check only one):

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES**
- RENEWAL APPLICATION OR ANNUAL REPORT**
- PRE-EFFECTIVE AMENDMENT**
- POST-EFFECTIVE MATERIAL AMENDMENT**

- Full legal name of Franchisor:** GoMo Tires LLC
- Name of the franchise offering:** GoMobile Tires
- Franchisor's principal business address:**
5107 University Blvd W, Jacksonville, FL 32216
- Name and address of Franchisor's agent in this State authorized to receive service of process:**
Derek Naidoo, 163 SW Freeman Ave, Suite D, Hillsboro, OR 97123
- The states in which this application is or will be shortly on file:**

MD, IL, CA, WA, VA, NY

6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

¹⁶³
KRISTY BARNETT, 153 SW FREEMAN AVE, SUITE D, HILLSBORO, OR 97123 - 503-999-3647 KRISTY@GOMOTIRES.COM

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at May, 21, 2021

Franchisor:

GoMo Tires, LLC

By: 

Name: Derek Naidoo

Title: CEO

INDIVIDUAL ACKNOWLEDGMENT



State/Commonwealth of Oregon }
County of Washington } ss.

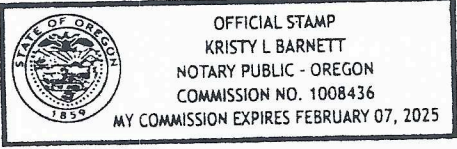
On this the 21 day of May, 2021, before me,
Day Month Year

Kristy L Barnett, the undersigned Notary Public,
Name of Notary Public

personally appeared Anand Derek Naidoo,
Name(s) of Signer(s)

personally known to me – OR –
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal.

Kristy Barnett
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



Form B – Franchisor’s Costs and Sources of Funds

FRANCHISOR’S COSTS AND SOURCE OF FUNDS

1. **Disclose the Franchisor’s total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:**

Category	Costs
Real Estate	<u>96,000.00</u>
Improvements	<u>21,000.00</u>
Equipment	<u>140,000.00</u>
Inventory	<u>35,000.00</u>
Training	<u>85,000.00</u>
Other (describe)	
_____	_____
_____	_____
_____	_____
Totals	<u><u>377,000.00</u></u>

2. **State separately the sources of all required funds:**

Real Estate - Derek Naidoo - CEO
 Improvements - Derek Naidoo - CEO
 Equipment - Derek Naidoo - CEO
 Inventory - Derek Naidoo - CEO
 Training - Derek Naidoo - CEO

All items pertaining to pre-opening obligations are funded solely by Derek Naidoo, the Founder and CEO of GoMo Tires, LLC.

Form C – Uniform Franchise Consent to Service of Process

UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

GoMo Tires _____, a LLC

organized under the laws of Florida _____ (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

X California: Commissioner of Corporations

_____ Hawaii: Commissioner of Securities

X Illinois: Attorney General

X Indiana: Secretary of State

X Maryland: Securities Commissioner

X Minnesota: Commissioner of Commerce

X New York: Secretary of State

X North Dakota: Securities Commissioner

X Rhode Island: Director, Department of Business Regulation

X South Dakota: Director of the Division of Securities

X Virginia: Clerk, Virginia State Corporation Commission

X Washington: Director of Financial Institutions

X Wisconsin: Administrator, Division of Securities, Department of Financial Institutions

Please mail or send a copy of any notice, process or pleading served under this consent to:

Derek Naidoo

(Name and address)

5107 University Blvd W

Jacksonville, FL 32216

Dated: May 21, 2021.

Franchisor:

GoMo Tires, LLC

By: _____

Name: Derek Naidoo

Title: CEO

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon }
County of Washington } ss.

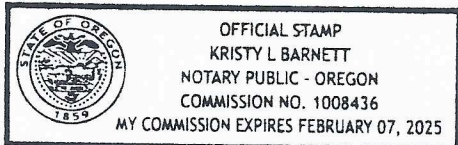
On this the 21 day of May, 2021, before me,
Day Month Year

Kristy L Barnett, the undersigned Notary Public,
Name of Notary Public

personally appeared Anand Derek Naidoo
Name(s) of Signer(s)

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal.

Kristy Barnett
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Early Stage of Development.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

<u>Obligation</u>	<u>Section in Franchise Agreement (“FA”)</u>	<u>Disclosure Document Item</u>
x. Dispute resolution	FA Sections 9.7 & 9.8	Item 17
y. Other: Personal Guaranty	FA Section 9.13 and FDD Exhibit I	Item 15

Item 10 Financing

We do not provide direct or indirect financing and do not assist in providing financing for you. We do not guarantee any notes or financial obligations.

Item 11 Franchisor's Assistance, Advertising, Computer Systems, and Training

Except as listed below, GoMo Tires LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your franchise, we will:

- 1) Designate your Franchise Territory in the Franchise Agreement before the Franchise Agreement is executed. (Franchise Agreement, Section 1.1) The exact determination of the Franchise Territory will depend upon your approval and our market analysis, market penetration plans and franchise placement strategies. Among the factors we consider to determine the feasibility of possible franchise territories are population demographics and competition.
- 2) Provide initial orientation and training to you and your designated manager (if any) and technician. (Franchise Agreement, Section 3.1)
- 3) Loan you a copy of the confidential Operations Manual. (Franchise Agreement, Section 5.1). The table of contents for our Operations Manual as of the date of this disclosure document is found in this Item 11 below.
- 4) Provide your vehicle with our branding and certain initial equipment and supplies. (Franchise Agreement, Section 2.1.3)
- 5) Provide written standards and specifications regarding your equipment, fixtures, inventory, supplies, and décor (as applicable). (Franchise Agreement, Section 5.1)
- 6) Give you a list of approved or designated suppliers. (Franchise Agreement, Section 5.1)

We do not provide assistance with selecting or approving your office location (which may be a residence), conforming your office or warehouse (if applicable) to local ordinances and building codes, obtaining any required permits, or hiring and training employees. Your office must be located within your Franchise Territory.

Time to Open

The typical length of time between the signing of the Franchise Agreement or first payment of consideration for the Franchise and the opening of the Franchise for business is about 20 to 30 days. You must complete the mandatory training program and commence business operations within 30 days after you sign the Franchise Agreement. (Franchise Agreement, Section 4.1) Factors that may affect this time are finding and

The financial performance representations in the following tables are forecasts based upon the general historical operational experience of our affiliate-owned operations and of franchisees of our affiliate, GoMobileTires USA, LLC. See Item 20 and Exhibit M for more information about these outlets. All of the outlets upon which this financial performance representation is based used our Marks and used a method of operation that is substantially similar to the franchise we offer in this disclosure document. The table includes calculations presented to demonstrate possible results. The financial performance representations have not been audited.

[TABLES APPEAR ON THE FOLLOWING PAGES.]

<u>Provision</u>	<u>Section in Franchise Agreement (“FA”) or Other Agreement (e.g. Multiple Franchise Purchase Addendum (“MFPA”))</u>	<u>Summary</u>
		The mediation clause does not apply to disputes based on your (1) improper use of the Marks or other intellectual property; (2) violation of restrictive covenants in the Franchise Agreement (e.g. confidentiality, non-disclosure, and non-competition); or (3) monetary and payment obligations.
v. Choice of Forum	FA Section 9.8	Subject to state law, mediation and litigation must be in Duval County, Florida. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state. See the State Law Addendum to the Franchise Agreement and this disclosure document for state-specific addenda to this Item.
w. Choice of Law	FA Section 9.8	Florida law applies except as otherwise provided in the Franchise Agreement and subject to state law. See the State Law Addendum to the Franchise Agreement and this disclosure document for state-specific addenda to this Item.

See State and Provincial Law Addendum for disclosures related to specific states and provinces.

Item 18 Public Figures

No public figure is involved in our franchise program.

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 only be given 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.

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottawa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	New York Department of State 99 Washington Avenue, 6 th Floor Albany, NY 12231	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8285
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387

Minnesota

“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.”

“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.”

The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Washington

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall 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 franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee will 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



Independent Auditor’s Report

To the Managing Member
GOMO TIRES, LLC:

Opinion

We have audited the accompanying balance sheet of GOMO TIRES, LLC as of September 10, 2020 and the related notes to the balance sheet.

In our opinion, the accompanying balance sheet presents fairly, in all material respects, the financial position of GOMO TIRES, LLC as of September 10, 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 Statement section of our report. We are required to be independent of GOMO TIRES, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Basis of Accounting

The accompanying balance sheet was prepared for the purpose of complying with the rules and regulations of the California Department of Business Oversight and are not intended to be a complete presentation of GOMO TIRES, LLC’s financial statements. Management has elected to omit a statement of income, statement of changes in member’s equity, and statement of cash flows. As a result, the balance sheet may not be suitable for another purpose. 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 balance sheet 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 the balance sheet that is free from material misstatement, whether due to fraud or error.

400 Spectrum Center Drive
Suite 250
Irvine, CA 92618
(949) 529-3900

U.S. Bancorp Tower
111 SW Fifth Avenue, Suite 1850
Portland, OR 97204
(503) 963-4720

12750 High Bluff Drive
Suite 160
San Diego, CA 92130
(858) 465-1510

Mutual Life Building
605 First Avenue, Suite 410
Seattle, WA 98104
(206) 496-1515