

### *Opening Team*

After your management staff has successfully completed the initial training program, we will arrange for an “Opening Team” to assist you with opening your Cheba Hut Business. The Opening Team will assist you with implementing the Cheba Hut System at your Restaurant and training your staff and kitchen employees on the Cheba Hut brand standards. The Opening Team will assist you for a minimum of 10 days for your first Cheba Hut Business and a minimum of five days for additional Cheba Hut Businesses (which may not be consecutive) at no charge to you unless we provide more than three representatives or additional days of assistance. If we determine that Opening Team must include more than three representatives or that the Opening Team must be present at the Cheba Hut Business for more than 10 days (or 5 days), you are required to reimburse us for the travel expenses and the salaries and benefits attributable to the extra representatives and/or extra days (currently \$500 per person, per day of additional support). If incurred, we estimate these additional expenses to be between \$2,000 and \$20,000. We will invoice you for these expenses after the Opening Team completed their duties. This payment is non-refundable.

### *Non-preferred Architect Fee*

You must pay us \$4,200 if you would like to use you own architect instead of our preferred architect to compensate us for the additional costs that we will incur to make sure your Restaurant complies with our System standards (“Non-preferred Architect Fee”). This fee is due within 30 days after we invoice you, and is uniform and non-refundable.

The table below shows a summary of the initial fees paid to us or our affiliates. It does include the Extension Fee, which is only payable if you do not open your Restaurant within 18 months after signing the Franchise Agreement.

Type of Expenditure	Single		Multi-3 Franchise	
	Low	High	Low	High
Initial Franchise Fee	\$50,000	\$50,000	\$130,000	\$130,000
Extension Fee	\$0	\$6,000	\$0	\$18,000
Equipment and Décor	\$420	\$4,200	\$1,260	\$12,600
Pre-Opening Technology Fee	\$900	\$2,400	\$2,700	\$7,200
Opening Team	\$0	\$20,000	\$0	\$60,000
<u>Non-Preferred Architect Fee</u>	<u>\$0</u>	<u>\$4,200</u>	<u>\$0</u>	<u>\$12,600</u>
Total Initial Fees	\$51,320	<del>\$82,600</del> <u>\$86,800</u>	\$133,960	<del>\$227,800</del> <u>\$240,400</u>

### *Non-preferred Architect Fee*

~~You must pay us \$4,200 if you would like to use you own architect instead of our preferred architect to compensate us for the additional costs that we will incur to make sure your Restaurant complies with our System standards (“Non-preferred Architect Fee”). This fee is due within 30 days after we invoice you, and is uniform and non-refundable.~~

### *Financial Assurances*

Some states have imposed a financial assurance. Please refer to the State Addendum in Exhibit F to the Franchise Disclosure Document.



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Inventory-Food & Bar	\$15,000	\$30,000	As Incurred	Before Opening	Suppliers
Professional Fees	\$5,000	\$15,000	As Incurred	Before Opening	Third Parties
Liquor License Costs <sup>(15)</sup>	\$2,500	\$200,000	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Extension Fee	\$0	\$6,000	As incurred	As incurred before opening	Us
TOTAL ESTIMATED INITIAL INVESTMENT	\$631,150	\$2,086,100			
Multi-3 Franchise	If you purchase a Multi-3 Franchise under the Multi-Franchise Addendum, you will incur all of the costs listed above for each Cheba Hut Business you open except that the Initial Franchise Fee will total \$130,000 and allow you to open up to three Cheba Hut Businesses. If you were to open a Multi-3 Franchise to operate three Cheba Hut Businesses, using the same estimated initial expenses above, we estimate this total cost to range between \$1,873,450 and \$6,238,300.				

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Cheba Hut Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. The Initial Franchise Fee is \$50,000 for the purchase of a single Cheba Hut Business. If you purchase a Multi-3 Franchise, the only additional initial cost that you will incur over the purchase of a single Franchise will be the increase in Initial Franchise Fee until you open the additional Cheba Hut Businesses. See Item 5 for more information. Once you open additional Cheba Hut Businesses, you will incur the costs listed in this Item 7 (except for the Initial Franchise Fee) at the time you open the additional Cheba Hut Businesses.
2. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. This estimate includes setup expenses you will incur in building out your location, including all costs required to set up the equipment. Building and construction costs will vary depending upon the condition and size of the premises for your Restaurant and local construction costs.
3. Furniture, Fixtures, Décor and Equipment. This estimate involves the furniture, fixtures, and equipment you will need to open a Cheba Hut Business, such as chairs, tables, casework, refrigerators, freezers, toasters, exhaust hood, décor and other items. Some of these expenses will depend on Cheba Hut Business size, shipping distances, supplier chosen and your credit history. You must purchase certain décor pieces from us and our affiliate, Cheba Hut IP, [which we estimate will be between \\$420 and \\$4,200.](#)



4. Point-of-Sale Systems and Other Equipment. This includes the cost of the computer hardware that will serve as your point-of-sale system as well installation from our approved supplier.
5. Pre-Opening Technology Fee. See Item 5 for more information this fee. The low estimate assumes you open within nine months and high estimate assumes you open within 24 months with extensions.
6. Opening Team Expenses. If we determine that the Opening Team must include more than three representatives or that the Opening Team must be present at the Cheba Hut Business for more than 14 days, you will reimburse us for the travel expenses and the salaries and benefits attributable to the extra representatives and/or extra days. We estimate these additional expenses to be between \$2,000 and ~~\$7,500~~20,000.
7. Training Expenses. We provide training at our training center in Fort Collins, Colorado or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to three people, one of which must be a principal owner; if additional initial training is required, or more people must be trained, an additional fee will be assessed. You are required to attend our two and a half day training “Culture Daze” training within 45 days of signing your Franchise Agreement. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Culture Daze program attendees. If you do not attend the “Culture Daze” training, you will be in default of your Franchise Agreement, which could result in the termination of your Franchise Agreement.
8. Architectural and Engineering Fees. This fee is paid directly to the approved supplier for floor plans, construction drawings and oversight and ensures the uniform fit, finish and function of the location.
9. Non-preferred Architect Fee. See Item 5 for more information on this fee. It is only due if you choose not to use our preferred architect.
10. Signs. This estimate is for a single exterior sign. These estimates assume you purchase your exterior signage. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where certain signage is not permitted because of zoning or use restrictions.
11. 3-Months Lease Payments. Your actual rent payments may vary depending upon your location and your market’s retail lease rates. Restaurants will typically be 2,000 square feet to 2,600 square feet square feet in size. Restaurants are typically located in free standing outlets, shopping malls and strip malls. If you purchase instead of lease the premises for your Restaurant, then the purchase price, down payment, interest rates, and other financing terms will determine your monthly mortgage payments.
12. Miscellaneous. These fees include such items as security, utility and license deposits, feasibility studies, impact fees, insurance premiums for three months, and professional services such as attorneys and accountants. You should check with the local agency that issues building permits to determine what impact, connection, or other site development fees might be required for the specific site for your Cheba Hut Business.



## ILLINOIS

~~Sections 4 and 41 and Rule 608~~ Illinois law governs the Franchise Agreement.

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act-states, any provision in a franchise agreement that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms designates jurisdiction and venue in a forum outside of this Agreement or the relationship State of the parties and conducted through Illinois is void. However, a franchise agreement may provide for arbitration or litigation shall be subject to take place outside of Illinois law. The FDD, Franchise Agreement.~~

~~Your rights upon Termination and Supplemental Agreements Non-Renewal of an agreement are amended accordingly-set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.~~

~~Section In conformance with section 41 of the Illinois Franchise Disclosure Act-states that “, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.~~

~~Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.” or any other law of Illinois is void.~~

~~Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”~~

~~The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).~~

### Posting of Surety Bond



Items 5 and 7 of the Franchise Disclosure Document and Section 13.1 of the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Illinois Attorney General’s Office to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Illinois Attorney General’s Office has imposed the bond requirement due to our financial condition.

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.

[See the last page of this Exhibit F for your required signature.](#)

[The undersigned parties do hereby acknowledge receipt of this Addendum.](#)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
[Signature of Franchisor Representative](#)

\_\_\_\_\_  
[Signature of Franchisee Representative](#)

\_\_\_\_\_  
[Title of Franchisor Representative](#)

\_\_\_\_\_  
[Title of Franchisee Representative](#)

**INDIANA**

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for one year after the expiration or termination of the agreement within a ten-mile radius of your Restaurant or any other Cheba Hut Businesses or within any exclusive area granted by Cheba Hut.



the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

### Fee Deferral

Items 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Multi-Franchise Addendum to the Franchise Agreement is amended to state: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the multi-franchise addendum to the franchise 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.

### WASHINGTON

#### **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

- 1. Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.
- 2. Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the ~~areas~~Franchise Disclosure Document, are subject to state law.

Site of ~~termination~~ **Arbitration, Mediation, and** ~~renewal of your franchise.~~

- 3. /or Litigation.** 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.

4. **General Release.** A release or waiver of rights executed by or on behalf of the franchisee or related agreements purporting to bind the franchisee may not include rights to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void 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, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent



that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. 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~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

~~15.~~ 15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Section 24 of the Franchise Agreement is hereby revised to state: YOU HEREBY REPRESENT THAT: (i) YOU HAVE NOT RECEIVED ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE CHEBA HUT BUSINESS CONTEMPLATED BY THIS FRANCHISE AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR REPRESENTATIVES ABOUT THE CHEBA HUT BUSINESS CONTEMPLATED BY THIS



FRANCHISE AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS FRANCHISE AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (iii) YOU RECEIVED OUR FRANCHISE DISCLOSURE DOCUMENT AT LEAST FOURTEEN CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES; (iv) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; (v) YOU ARE AWARE OF THE FACT THAT WE MAY HAVE NEGOTIATED TERMS OR OFFERED CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS; AND (vi) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE CHEBA HUT BUSINESS CONTEMPLATED BY THIS FRANCHISE AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS, AND JUDGMENTS, AND THE ABILITIES, EFFORTS AND SERVICES OF YOU AND THOSE YOU EMPLOY.

~~1. 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.~~

2-20. **Posting of Surety Bond.** A surety bond in the amount of \$100,000 has been obtained by the franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the franchisor maintaining bond coverage acceptable to the Administrator until (a) all Washington franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

## WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise



## 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	Pending
Illinois	<a href="#">Pending April 21, 2025</a>
<a href="#">Indiana</a>	<a href="#">April 29, 2025</a>
Michigan	<a href="#">Pending August 10, 2024,</a> <a href="#">Renews August 10, 2025</a>
Minnesota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	<a href="#">Pending April 21, 2025</a>

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.

