

## 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 Minnesota. 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 Minnesota 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.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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Benjamin Loehrer oversees the initial training program. Benjamin has been our President since our inception, and has 20 years of experience in the fitness industry.

We do not charge a fee for your initial Operating Principal and general manager to attend the initial training program. You are, however, responsible for travel and living expenses that your Operating Principal and general manager incur while attending the initial training program. Additional general managers of the Business and other employees you designate may, but are not required, to attend our initial training program, provided that they attend the initial training program at the same time as the Operating Principal

In addition, all new Operating Principals and general managers must complete our designated initial training program. We may charge you a reasonable fee for those new or additional individuals who attend the initial training program.

We may require that the Operating Principal and any general manager attend all supplemental and refresher training programs that we designate for up to 3 days each calendar year. We may decide the time and place of training and may charge you a reasonable fee for these supplemental and refresher training programs. Upon your reasonable request, and subject to our availability, we may provide additional onsite assistance to you, and we may charge you a reasonable fee for this onsite assistance. We may also require you to pay any related travel, room and board expenses that we incur in providing onsite assistance to you.

You are solely responsible for the compensation, travel, lodging and living expenses you and your employees incur in attending the initial training program, and supplemental or refresher training programs. You also are solely responsible for paying your employees and providing all necessary insurance, including worker's compensation insurance, for you and your employees, while you and your employees attend training or any franchise conventions or meetings.

#### Operations Manual.

During the term of the Franchise Agreement, we will allow you to access our Operations Manual (the "Operations Manual"). The Operations Manual is currently 85 pages, and its table of contents is attached hereto as **Exhibit C**.

## **ITEM 12**

### **TERRITORY**

You will receive a "Protected Territory" surrounding the location of your Los Campeones business,

The size of your Protected Territory will generally consist of a 8-mile radius from your Los Campeones business. The Protected Territory may be larger or smaller if your Los Campeones business is located in a less populated rural area or a densely populated urban area, respectively.

~~During the term of the Franchise Agreement~~ Your Protected Territory will be exclusive in that, if you are complying with the provisions of the Franchise Agreement during the term of the Franchise Agreement, we will not establish any other franchised or company-owned Los Campeones businesses in the Protected Territory.

## FINANCIAL STATEMENTS

Attached as **Exhibit A** are our audited financial statements for the periods ended December 31, 2022, December 31, 2023, and December 31, 2024. We have also included at **Exhibit A** a copy of our unaudited financial statements as of March 31, 2025. We were organized on June 16, 2020, and our fiscal year end is December 31. THE FINANCIAL STATEMENTS AS OF MARCH 31, 2025, ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED THEIR OPINION WITH REGARD TO THE CONTENTS AND FORM.

### ITEM 22

#### CONTRACTS

The Franchise Agreement (including the Personal Guaranty) is attached as **Exhibit B**. The State Addenda are attached as **Exhibit E**. The General Release Form is attached as **Exhibit F**. The Disclosure Acknowledgment Agreement is attached as **Exhibit H**.

### ITEM 23

#### RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included at the end of this disclosure document (**Exhibit I**). You should keep one copy as your file copy and return the second copy to us.

THE FINANCIAL STATEMENTS AS OF, AND FOR THE PERIOD ENDED, MARCH 31, 2025 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

9:32 AM

**Los Campeones Franchising LLC**

05/23/25

Cash Basis

**Balance Sheet**  
**As of March 31, 2025**

Mar 31, 25

**ASSETS**

**Current Assets**

**Checking/Savings**

50,176.61

**Total Current Assets**

50,176.61

**TOTAL ASSETS**

50,176.61

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

**Deferred Franchise Fee Rev-Curr**

36,000.00

**Total Other Current Liabilities**

-36,000.00

**Total Current Liabilities**

36,000.00

**Long Term Liabilities**

**Deferred Franchise Fee Revenue**

97,667.00

**Total Long Term Liabilities**

-97,667.00

**Total Liabilities**

133,667.00

**Equity**

-83,490.39

**Total Equity**

-83,490.39

**TOTAL LIABILITIES & EQUITY**

50,176.61

9:44 AM

Los Campeones Franchising LLC

05/23/25

Cash Basis

Profit & Loss  
January through March 2025

Jan - Mar 25

	<u>88,448.27</u>
	<u>88,448.27</u>
<u>Ordinary Income/Expense</u>	
<u>Income</u>	
<u>Income</u>	
<u>Royalties</u>	<u>63,448.27</u>
<u>Franchise Fees</u>	<u>25,000.00</u>
<u>Total Income</u>	
<u>Total Income</u>	
<u>Gross Profit</u>	<u>88,448.27</u>
<u>Expense</u>	
<u>Bank Service Charges</u>	<u>21.10</u>
<u>Professional Fees</u>	<u>24,870.50</u>

Total Expenses

24,891.60

Net Income

63,556.67

Page 2 of 2

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

		(605) 773-3563
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street Richmond, VA 23219-3630 (804) 371-9733
Washington (State Administrator)	Department of Financial Institutions Securities Division	PO Box 41200 Olympia, WA 98504-1200 360-902-8760
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 (360) 902-8700
Wisconsin	Department of Financial Institutions Division of Securities	4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-9555

## EXHIBIT E STATE

### ADDENDA

#### STATE SPECIFIC ADDENDUM

#### AS REQUIRED BY

#### THE ~~CALIFORNIA~~MINNESOTA FRANCHISE ~~INVESTMENT LAW~~ACT

Notwithstanding anything to the contrary set forth in the Los Campeones Franchising LLC ~~Franchise~~-Disclosure Document, the following provisions shall supersede ~~any inconsistent provisions~~ and apply to all Los Campeones franchises offered and sold ~~or operated in the State of California:~~ in the state of Minnesota:

~~Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.~~

- ~~1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.~~
- ~~2. 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.~~
- ~~3. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a Franchise Agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its~~

~~agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.~~

~~4. Section 31125 of the California Corporations Code requires the Franchisor to give you a disclosure document approved by the Commissioner of Financial Protection and Innovation before the Franchisor can ask you to consider a material modification of the Franchise Agreement. We have or will comply with all of the requirements under California Corporations Code, Section 31109.1, with respect to negotiated sales.~~

~~5. Item 3 of the Franchise Disclosure Document is supplemented by the following paragraph:~~

~~Neither Los Campeones Franchising LLC, nor any person described in Item 2 of the 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 persons from membership in such association or exchange.~~

~~6. Item 17 of the Franchise Disclosure Document is amended by the insertion of the following:~~

~~“The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning transfer, termination and nonrenewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to transfer, termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of transfer, termination and renewal of your franchise. If the Franchise Agreement is inconsistent with the law, the law will control.”~~

~~7. 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.~~

~~8. The Franchise Agreement requires binding arbitration. The arbitration will occur at (indicate sites) with the costs being borne by (explanation). 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.~~

~~9. The Franchise Agreement requires application of the laws of Minnesota. This provision may not be enforceable under California law.~~

~~10. The Franchise Agreement contains a waiver of punitive damages and jury trial provisions. These waivers may not be enforceable in California.~~

~~11. The highest interest rate allowed by law in California is 10% annually.~~

~~12. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a~~

~~waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).~~

The Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. In Item 17 it is disclosed that litigation must be in state or federal court in the in the county where our headquarters is located at the time the suit is commenced (subject to applicable law), and that we also have the right to file suit where the Business is located. However, 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.

2. We will comply with Minn. Stat. Section 80C.14, subs. 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 Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 is revised to include the following language:

To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.

4. Item 17(C) and 17(M) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

5. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

6. We will comply with Minnesota Statute Section 80C.17 Subd. 5 with respect to limitation of claims.

7. NSF checks are governed by Minnesota Statute Section 604.113, which puts a limit of \$30 on service charges.

8. You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

**139.** 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  
LOS CAMPEONES®  
FRANCHISE AGREEMENT  
FOR THE  
STATE OF CALIFORNIA~~

~~Notwithstanding anything to the contrary set forth in the Los Campeones® Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold or operated in the State of California.~~

- ~~1. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a Franchise Agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.~~
- ~~2. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning transfer, termination and nonrenewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to transfer, termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of transfer, termination and renewal of Franchisee's franchise. If the Franchise Agreement is inconsistent with the law, the law will control.~~
- ~~3. 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.~~
- ~~4. The Franchise Agreement requires binding arbitration. 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.~~
- ~~5. The Franchise Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.~~
- ~~6. The Franchise Agreement contains a waiver of punitive damages and jury trial provisions. These waivers may not be enforceable in California.~~
- ~~7. The highest interest rate allowed by law in California is 10% annually.~~
- ~~8. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a~~

~~waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).~~

- ~~9. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600, to the extent such law applies.~~
- ~~10. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.~~
- ~~11. No statement, questionnaire, or acknowledgement 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 a 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.~~
- ~~12. Section 22, entitled "Acknowledgements" of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".~~

10. Each provision of this Addendum ~~to the~~ shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the ~~California~~Minnesota Franchise Investment Law Act are met independently without reference to this Addendum.

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date the Franchise Agreement was executed.~~

~~IF CORPORATION, LLC, OR PARTNERSHIP:~~

~~FRANCHISOR: \_\_\_\_\_ FRANCHISEE:  
LOS CAMPEONES FRANCHISING LLC~~

~~By: \_\_\_\_\_ Name:  
Title:~~

~~IF INDIVIDUAL:  
FRANCHISEE:~~

~~Name: \_\_\_\_\_~~

~~STATE SPECIFIC ADDENDUM  
AS REQUIRED BY  
THE NORTH DAKOTA FRANCHISE INVESTMENT LAW~~

~~Notwithstanding anything to the contrary set forth in the Los Campeones Franchising LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold or operated in the State of North Dakota:~~

- ~~1. Based upon the franchisor's financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, if the franchisee is a North Dakota resident, 100% of the Initial Franchise Fee the franchisee pays to the franchisor must be placed into escrow until the obligations of the franchisor to assist the franchisee to establish and open his, her or its business are fulfilled.~~
- ~~2. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17(c) and from any other place it appears in the Disclosure Document.~~
- ~~3. Item 17(r) is revised to provide that covenants not to compete, such as those mentioned in Item 17(r) of the Disclosure Document, are generally considered unenforceable in the state of North Dakota.~~
- ~~4. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Disclosure Document to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.~~
- ~~5. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business. Therefore, any references in the Disclosure Document to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota are amended to include the following:  
  
"Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business."~~
- ~~6. Any references in the Disclosure Document to any requirement to consent to a waiver of exemplary and punitive damages are deleted.~~
- ~~7. Any references in the Disclosure Document to any requirement to consent to a waiver of trial by jury are deleted.~~
- ~~8. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.~~
- ~~9. Any references in the Disclosure Document that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement are deleted. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.~~
- ~~10. Any references in the Disclosure Document requiring franchisee to consent to termination penalties or liquidated damages are deleted.~~

11. ~~Any references in the Disclosure Document requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.~~
12. ~~No statement, questionnaire, or acknowledgement 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 a 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  
LOS CAMPEONES®  
FRANCHISE AGREEMENT  
FOR THE  
STATE OF ~~NORTH DAKOTA~~[MINNESOTA](#)

Notwithstanding anything to the contrary set forth in the Los Campeones® [Franchising LLC](#) Franchise Agreement, the following provisions shall supersede ~~any inconsistent provisions~~ and apply to all Los Campeones franchises offered and sold ~~or operated in the State of North Dakota~~. [in the state of Minnesota](#):

1. ~~Based upon the franchisor's financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, if the franchisee is a North Dakota resident, 100% of the Initial Franchise Fee the franchisee pays to the franchisor must be placed into escrow until the obligations of the franchisor to assist the franchisee to establish and open his, her or its business are fulfilled.~~
2. ~~The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted.~~
3. ~~Section 13 of the Franchise Agreement is revised to provide that covenants not to compete are generally considered unenforceable in the state of North Dakota.~~
4. ~~The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.~~
5. ~~The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota are amended to include the following:~~

~~“Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business.”~~

- ~~6. Any references in the Franchise Agreement to any requirement to consent to a waiver of exemplary and punitive damages are deleted.~~
- ~~7. Any references in the Franchise Agreement to any requirement to consent to a waiver of trial by jury are deleted.~~
- ~~8. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.~~
- ~~9. Any references in the Franchise Agreement that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement are deleted. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney’s fees.~~
- ~~10. Any references in the Franchise Agreement requiring franchisee to consent to termination penalties or liquidated damages are deleted.~~
- ~~11. Any references in the Franchise Agreement requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.~~

[The Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.](#)

[1. 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 Agreement 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.](#)

[2. We will comply with Minn. Stat. Section 80C.14, subs. 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 Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.](#)

[3. Section 8 is revised to include the following language:](#)

[To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement.](#)

[4. Section 3 is revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.](#)

11. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

12. We will comply with Minnesota Statute Section 80C.17 Subd. 5 with respect to limitation of claims.

13. NSF checks are governed by Minnesota Statute Section 604.113, which puts a limit of \$30 on service charges.

14. You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

~~1215.~~ No statement, questionnaire, or ~~acknowledgement~~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 ~~a~~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.

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date the Franchise Agreement was executed.~~

16. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this Addendum.

**FRANCHISOR:  
LOS CAMPEONES FRANCHISING LLC**

By: \_\_\_\_\_ Name:  
Title:

IF INDIVIDUAL:

IF CORPORATION, LLC, OR PARTNERSHIP:  
**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

Name: \_\_\_\_\_

STATE SPECIFIC ADDENDUM  
AS REQUIRED BY  
THE SOUTH DAKOTA FRANCHISE INVESTMENT LAW

~~Notwithstanding anything to the contrary set forth in the Los Campeones Franchising LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold or operated in the State of South Dakota:~~

~~Based upon the franchisor's financial condition, the Director of the Division of Insurance has required a financial assurance. Therefore, all fees paid by the franchisee to the franchisor or its affiliate shall be~~

held in escrow until the franchisor performs its initial obligations and the franchisee has commenced operations.

ADDENDUM TO  
LOS CAMPEONES®  
FRANCHISE AGREEMENT  
FOR THE  
STATE OF SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Los Campeones® Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold or operated in the State of South Dakota.

Based upon the franchisor’s financial condition, the Director of the Division of Insurance has required a financial assurance. Therefore, all fees paid by the franchisee to the franchisor or its affiliate shall be held in escrow until the franchisor performs its initial obligations and the franchisee has commenced operations.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date the Franchise Agreement was executed.

IF CORPORATION, LLC, OR PARTNERSHIP:

**FRANCHISOR:** \_\_\_\_\_  
**LOS CAMPEONES FRANCHISING LLC**

**FRANCHISEE:** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IF INDIVIDUAL:  
**FRANCHISEE:**

Name: \_\_\_\_\_

STATE SPECIFIC ADDENDUM  
AS REQUIRED BY  
THE WISCONSIN FAIR DEALERSHIP LAW

Notwithstanding anything to the contrary set forth in the Los Campeones Franchising LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold to residents of the State of Wisconsin or if the Los Campeones franchise will be located in Wisconsin:

**Item 17, Additional Disclosures**

For all franchisees residing in the State of Wisconsin, we will provide you with at least 90 days’ prior written notice of termination, cancellation or substantial change in

competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchises, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the law.

ADDENDUM TO  
LOS CAMPEONES®  
FRANCHISE AGREEMENT  
FOR THE  
STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Los Campeones® Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Los Campeones franchises offered and sold to residents of the State of Wisconsin or if the Los Campeones franchise will be located in Wisconsin:

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date the Franchise Agreement was executed.

**FRANCHISOR:** \_\_\_\_\_ **IF CORPORATION, LLC, OR PARTNERSHIP:**  
**FRANCHISEE:**

**LOS CAMPEONES FRANCHISING LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IF INDIVIDUAL:**

**FRANCHISEE:**

Name: \_\_\_\_\_

**EXHIBIT F**

### 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 <a href="#">Minnesota</a>	Pending
Minnesota	<i>See Separate FDD</i>
North Dakota	April 18, 2025
South Dakota	April 18, 2025
Wisconsin	April 18, 2025

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.