

## FRANCHISE DISCLOSURE DOCUMENT



**Lemon Fresh Franchise LLC**  
a South Dakota limited liability company  
2026 Promise Road APT 4312  
Rapid City, South Dakota 57701  
605-388-2004  
admin@lemonfresh.us  
lemonfresh.us

Lemon Fresh Cleaners businesses provide cleaning services to individuals and businesses (“Lemon Fresh Cleaners Business(es)”).

The total investment necessary to begin operation of a Lemon Fresh Cleaners franchised business is between \$42,650 and \$66,550. This includes between \$36,000 and \$41,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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 disclosures in different formats, contact Shane Binger at 2026 Promise Road APT 4312, Rapid City, South Dakota 57701, 605-388-2004 or admin@lemonfresh.us.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

**There may also be laws on franchising in your state. Ask your state agencies about them.**

**Issuance Date: September 16, 2024, as amended December 17, 2024**

## 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 South Dakota. 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 South Dakota than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations 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.
3. **Short Operating History.** 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. **Unregistered 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.

### ITEM 3 LITIGATION

#### No Concluded Actions

#### Formal Action By Minnesota Department of Commerce Against Lemon Fresh Franchise LLC

On October 3, 2024, LF voluntarily reported itself to the Commissioner of Commerce of the State of Minnesota notifying the Commissioner that it has come to LF's attention that it had unknowingly violated Minn. Stat. § 80C.02 (2014) by offering and selling an unregistered and non-exempt franchise in Minnesota. LF admitted that one franchise location existed in Minnesota and was sold during April 2024. On or about November 26, 2024, LF accepted the civil penalty agreement offered by the Commissioner, which required: (1) LF and its officers, directors, agents, employees, assigns, successors, affiliates, representatives, and servants, to cease and desist from offering or selling any franchises in the State of Minnesota until registered in the State of Minnesota; (2) LF to extend a rescission offer to the franchisee that the franchise was sold to in Minnesota and provide to the Department of Commerce of the State of Minnesota proof that the rescission offer was received; (3) and LF to pay a civil penalty of \$1,000 to the State of Minnesota.

Other than the above, no litigation is required to be disclosed in this Item.

### ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

### ITEM 5 INITIAL FEES

#### Initial Franchise Fee

The "Initial Franchise Fee" for a single Lemon Fresh Cleaners Business is \$36,000. The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your Lemon Fresh Cleaners Business and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is uniform (except for the discounts described below), fully earned by us once paid and is non-refundable under any circumstances. If you do not finance your Initial Franchise Fee, the Initial Franchise Fee is payable when you sign your Franchise Agreement. If you elect to finance your Initial Franchise Fee, you will pay your down payment, which will be equal to between 0% and 50% of the Initial Franchise Fee, when you sign your Franchise Agreement and will pay the remaining installments on a monthly basis as described in Item 10. During our last fiscal year ended June 30, 2024, we did not collect any Initial Franchise Fees.

#### *Veteran Discount*

Honorably discharged veteran who meet our qualifications for a Franchise will receive a 10% discount off the Initial Franchise Fee for the first Franchise ("Veteran's Discount").

#### *Discretionary Discount*

We reserve the right to offer discretionary discounts on the Initial Franchise Fee.

#### Grand Opening

You are required to spend at least \$2,000 on the grand opening advertising campaign of your Lemon Fresh Business (“Grand Opening Campaign”). We may require you to pay these amounts to designated or approved supplier(s) or to spend these amounts on specific services. We reserve the right to collect all or part of the minimum required spend for the Grand Opening Campaign (“Grand Opening Payment”). We anticipate the Grand Opening Payment will be equal to \$0 to \$2,000. If we require a Grand Opening Payment, you will pay the Grand Opening Payment to us upon signing your Franchise Agreement. The Grand Opening Payment is payment for the pre-opening or initial marketing that we conduct or purchase on your behalf. The Grand Opening Payment is uniform, fully earned by us once paid and is non-refundable under any circumstances.

Additional Training Fee

We will provide our initial training program at no cost to two individuals so long as they attend at the same time. If you require additional individuals to attend training, you will pay a fee of \$1,500 for each additional attendee. We estimate you will pay us between \$0 and \$3,000 in additional training fees before opening, depending on the number of additional individuals who attend training. The low estimate assumes you will not have any additional attendees, and the high estimate assumes you will have two additional attendees. This fee is uniform, fully earned by us once paid, non-refundable, and due before your scheduled initial training.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty <sup>(2)(3)</sup>	8% of Gross Sales	Due on the 10th day of each month	The “ <u>Royalty</u> ” is based on “ <u>Gross Sales</u> ” during the previous month. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance.
Brand Fund Contribution	2% of Gross Sales	Same as Royalty	This “ <u>Brand Fund Contribution</u> ” is used for a system-wide “ <u>Brand Fund</u> ” for our use in promoting and building the Lemon Fresh Cleaners brand. We reserve the right to increase the Brand Fund Contribution to up to 3% upon written notice to you. See Item 11 for more information.

Type of Expenditure	Amount		Method of Payment (1)	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Training Expenses; Additional Trainee Fees <sup>(8)</sup>	\$0	\$5,000	As Agreed	As Incurred	Third Parties and Us
Grand Opening Marketing <sup>(9)</sup>	\$2,000	\$2,000	As Agreed	Before Opening	Us or Third parties
Additional Funds – 3 Months <sup>(10)</sup>	\$1,000	\$10,000	As Agreed	As Incurred	Third parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT<sup>(11)</sup></b>	\$42,650	\$66,550			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Lemon Fresh Cleaners Franchise. We may offer financing for some of the initial investment if you qualify (see Item 10). Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Lemon Fresh Cleaners Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Lemon Fresh Cleaners Franchise may be greater or less than the estimates given, depending upon the location of your Lemon Fresh Cleaners Business, and current relevant market conditions. ~~Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations.~~

All expenditures payable to us are uniform and non-refundable under any circumstances once paid. 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, depending on their policies or your arrangements with them. Because most of our franchisees will likely operate their Lemon Fresh Business out of their homes, we do not provide estimates for such as real property, real estate deposits, leases, leasehold improvements, furniture, fixtures, fixed assets, remodeling, construction, decorating costs, utility deposits, business licenses, or security deposits, which will likely not apply unless you acquire a business premises, which is not necessary or likely.

1. Initial Franchise Fee. See Item 5 for more details on this fee.
2. Vehicle Wrap. This item provides an estimate for vehicle wrap you may use to advertise your Lemon Fresh Cleaner Business.
3. Computer System. This estimate is the cost of obtaining the required computer hardware and software. See Item 11 for more information.
4. Start Up Supplies. These supplies will consist of various items including an inventory of cleaning

supplies and equipment, including a vacuum, a steamer, a mop, cleaning products, a cleaning caddy, and cleaning tools.

5. Business Licenses and Permits. You may be required to obtain business licenses from the local government agencies to operate your Lemon Fresh Cleaners Business.
6. Professional Fees. We recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Lemon Fresh Cleaners Business. Rates for professionals can vary significantly based on area and experience.
7. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of a Lemon Fresh Cleaners Franchise, your rates may be significantly higher than those estimated above.
8. Initial Training Expenses; Additional Trainee Fee. Because our training is conducted virtually and at the location of your Lemon Fresh Cleaners Business, we have not included any estimates for training expenses in the low estimate. The high estimate includes the cost of the Additional Trainee Fee for two individuals and their wages during the training period. The low estimate assumes you have two individuals attend training and that these individuals are owners.
9. Grand Opening Marketing. See Item 11 for additional information about grand opening marketing.
10. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Lemon Fresh Cleaners Business. These expenses include payroll costs during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses, Royalties, or Brand Building Fund contributions payable under the Franchise Agreement or debt service, and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Lemon Fresh Cleaners Business opens for business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your Lemon Fresh Cleaners Business. ~~Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your Lemon Fresh Cleaners Business.~~
11. This is an estimate of your initial start-up expenses for one Lemon Fresh Cleaners Franchise. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

## ITEM 8

### RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Lemon Fresh Cleaners Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Lemon Fresh Cleaners Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

**ITEM 21  
FINANCIAL STATEMENTS**

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: our audited balance sheet as of August 15, 2024. ~~Our fiscal year end is June 30th.~~ The franchisor has not been in business for three years or more, and therefore cannot include the same financial statements as a franchisor that has been in business for three or more years. Our fiscal year end is June 30th.

**ITEM 22  
CONTRACTS**

Exhibit C	Franchise Agreement
Exhibit E	State Addenda and Agreement Riders
Exhibit G	Contracts for use with the Lemon Fresh Cleaners Franchise
Exhibit H	Franchise Disclosure Questionnaire

**ITEM 23  
RECEIPTS**

The last pages of this Franchise Disclosure Document, Exhibit J are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you 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.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
9. Item 6 of the FDD and Section 6 of the Franchise Agreement is hereby amended to limit the Non-sufficient Funds Fee to \$30 per occurrence pursuant to Minnesota Statute 604.113.
10. 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.
11. Items 5 and 7 of the FDD and the Franchise Agreement are amended to state: Payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business.

## **NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE**

## **RHODE ISLAND**

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

## **SOUTH DAKOTA**

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.

### **Fee Deferral**

Item 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor has completed all of its pre-opening obligations and the franchise is open for business. The following language will be added to the franchise agreement:

#### **LEMON FRESH FRANCHISE LLC** **ACKNOWLEDGEMENT OF DEFERRAL OF INITIAL FRANCHISE FEE**

\_\_\_\_\_ (“Franchisee”) entered into a Franchise Agreement with Lemon Fresh Franchise LLC (“Franchisor”) on \_\_\_\_\_, 20\_\_ for the operation of a Lemon Fresh Cleaners franchise in South Dakota. As a condition for Franchisor’s registration to offer franchises for sale in South Dakota, the South Dakota Department of Labor and Regulation, based on Franchisor’s financial condition, required Franchisor to defer the initial franchise fee for the purchase of such franchise until Franchisor has fulfilled all of its initial obligations under the Franchise Agreement and Franchisee has commenced doing business. This is an acknowledgement that such initial franchise fee has been deferred by Franchisor until such time.

**FRANCHISOR:**

**LEMON FRESH FRANCHISE LLC**  
a South Dakota limited liability company

Date: \_\_\_\_\_

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

**FRANCHISEE:**

\_\_\_\_\_

Date: \_\_\_\_\_

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

**VIRGINIA**

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Lemon Fresh Franchise LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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**

**ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

**RECEIPT**

**(Retain This Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Lemon Fresh Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Lemon Fresh Franchise LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Lemon Fresh Franchise LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Lemon Fresh Franchise LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Kianna Binger, 2026 Promise Road APT 4312, Rapid City, South Dakota, 57701
Shane Binger, 2026 Promise Road APT 4312, Rapid City, South Dakota, 57701

Issuance Date: September 16, 2024, as amended December 17, 2024

I received a disclosure document issued September 16, 2024, as amended December 17, 2024 which included the following exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D List of Current and Former Franchisees
- Exhibit E State Addenda and Agreement Riders
- Exhibit F Franchise Operations Manual Table of Contents
- Exhibit G Contracts for use with the Lemon Fresh Cleaners Franchise
- Exhibit H Franchise Disclosure Questionnaire
- Exhibit I State Effective Dates
- Exhibit J Receipt

_____	_____	_____
Date	Signature	Printed Name

_____	_____	_____
Date	Signature	Printed Name

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**

**RECEIPT  
(Our Copy)**

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_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Rev. 012417

**Please sign this copy of the receipt, date your signature, and return it to Lemon Fresh Franchise LLC, 2026 Promise Road APT 4312, Rapid City, South Dakota, 57701.**