



FOR USE IN MINNESOTA ONLY
FRANCHISE DISCLOSURE DOCUMENT

LQV Franchising LLC
(a Florida limited liability company)
4901 NW 17th Way, Suite 305
Fort Lauderdale, FL 33309
(844) 548-2100
E-mail: info@liquivida.com
www.liquivida.com

The franchise offered is for the operation of a state-of-the-art medical center offering wellness, anti-aging and vitamin IV infusion products and services to individuals including offering a variety of medical wellness services that we may offer in either our Liquivida Wellness center storefront, in-line unit or our Liquivida Lounge integrated unit.

The total investment necessary to begin operation of a Liquivida Wellness Center franchised business is \$645,375 to \$929,600. This includes \$75,000 to \$82,400-600 that must be paid to franchisor or its affiliates. The total investment necessary to begin operation of a Liquivida Lounge franchised business is \$108,460 to \$150,095. This includes \$40,000 to \$46,045 that must be paid to franchisor or its affiliates. The total investment necessary to develop multiple franchised Liquivida Wellness Centers pursuant to a Multi-Unit Development Agreement will depend on the number of franchises we award you the right to develop. If you enter into a Multi-Unit Development Agreement (“MUDA” or “Development Agreement”) to develop multiple Liquivida Wellness Center franchised businesses, the total initial investment necessary ranges between \$760,375 to \$1,184,600. More specifically, by way of example, the total investment necessary to begin operations under a Multi-Unit Development Agreement that awards you the right to develop three (3) franchised Wellness Centers is \$760,375, which includes: (i) an upfront Initial Franchise Fee and Development Fee of \$115,000 that is payable to us upon execution of the MUDA, and (ii) the estimated initial investment to open and commence operations of the first Franchised Business you commit to develop under the agreement. The total investment necessary to begin operations under a Multi-Unit Development Agreement that awards you the right to develop 10 franchised Wellness Centers is \$1,184,600, which includes: (i) an upfront Initial Franchise Fee and Development Fee of \$225,000 that is payable to us upon execution of the MUDA, and (ii) the estimated initial investment to open and commence operations of the first Franchised Business you commit to develop under the agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different forms, contact Samael A. Tejada, 4901 NW 17th Way, Suite 305, Fort Lauderdale, FL 33309, (844) 548-2100 and info@liquivida.com.

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

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Financial Condition**. The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.
4. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
- 4.5. **Unopened Franchises**. The franchisor has a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much. A franchisee's sales revenues are likely to be lower in its first years of business.

~~Actual results may vary from franchise to franchise and depend on a variety of internal and external factors, many of which neither we nor any prospective franchisee can estimate, such as competition, economic climate, demographics, and changing consumer demands and tastes. A franchisee's ability to achieve any level of product sales or net income will depend on these factors and others, including the franchisee's level of expertise, none of which are within our control. Accordingly, we cannot, and do not, estimate the results of any particular franchise.~~

You should consult with financial, business and legal advisors in evaluating the information presented in this Disclosure Document and the accompanying charts above. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon request.

Other than the preceding financial performance representations, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Samael A. Tejada, 4901 NW 17th Way, Suite 305, Fort Lauderdale, FL 33309 and (844) 548-2100, the Federal Trade Commission, and the appropriate state regulatory agencies.

**MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. 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 agreements can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.
- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
Also, a court will determine if a bond is required.
- Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

FRANCHISEE:

LQV FRANCHISING, LLC

By: _____

By: _____

Date: _____

Date: _____

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

3. **Effective Date.** This Rider is effective as of the Effective Date.

FRANCHISEE:

LQV FRANCHISING LLC

By: _____

By: _____

Date: _____

Date: _____