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Monica Warner - Chief Financial Officer and General Manager of Franchise Administration.

Monica Warner is our Chief Financial Officer and General Manager of Franchise Administration and has occupied these positions since our formation on February 5, 2020 serving in Burbank, California. Ms. Warner is also the Chief Financial Officer and General Manager of Franchise Administration of SCA Franchising and has held these positions since March 14, 2007 in Burbank, California. She also has served as National Account Director of SCA Enterprises, Inc. since April 11, 2001 in Burbank, California.

Amanda Williams – Vice President, Corporate Services.

Amanda Williams is our Vice President, Corporate Services and has occupied this position since June 2021 serving in Covington, Georgia. Prior to that time, Ms. Williams was the Vice President of DG Inc. in Covington, Georgia from November 2018 to June 2021.

Item 3
Litigation

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

You must pay us an “Initial Franchise Fee” of \$10,000-~~\$50,000~~ in a lump sum at the time you sign your Franchise Agreement for ~~our standard size of a~~ Designated Territory. ~~The Initial Franchise Fee is uniform for all similarly situated franchisees. We reserve the right to increase or decrease the~~ Initial Franchise Fee based on the (1) population density, (2) needs of our National Accounts and (3) geography and size of the territory where your Franchise is located. We calculate the estimated gross profit over a 12-month period if we were to operate the territory as a company or affiliate owned outlet minus estimated royalties to determine the Initial Franchise Fee, but it will never be less than \$10,000. The range for an Initial Franchise Fee depending upon ~~these factors- this calculation method~~ is \$10,000 to \$50,000. The Initial Franchise Fee is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in granting this Franchise and for our lost or deferred opportunity to offer the Franchise to others and is nonrefundable under any circumstances.

We may discount the Initial Franchise Fee for franchisees who purchase multiple franchises or multiple territories, or for franchisees that offer special qualifications to the System, including having a current book of business. During the most recent fiscal year, we collected Initial Franchise Fees ranging from \$10,000 to \$30,000. The Initial Franchise Fee is uniform for all similarly situated franchisees.

Initial Training



We do not charge for your Operating Principal and Designated Appraiser (for a total of two (2) people) to attend our initial training program, but you are responsible for all of your attendees’ travel costs, expenses and wages incurred during the initial training program.

Except as described above, we do not require you to pay us or any affiliate of ours any fees for products or services you purchase from us or them before you open your Franchise.

Item 13
Trade Marks

We grant you the right to operate your Franchise under the Mark “DOAN GROUP” and to use other Marks, we may designate under the System. We will grant you a license to use the Marks we designate, and you will use them in compliance with the requirements of the Doan Group System.

DG Inc. has registered the following Trademarks on the principal register with the United States Patent and Trademark Office (“USPTO”):

<u>MARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTR ATION NUMBER</u>
	October 8, 2019	5877558
	June 21, 2016	4982655
THE DOAN GROUP	June 21, 2016	4983293

Under a license agreement, as amended, between us and Woodland Capital (the “License Agreement”) Woodland Capital has licensed to us the non-exclusive right to use, and sublicense the use of, the Marks, Intellectual Property and System in connection with the offer, sale and operation of Doan Group Franchises. The License Agreement is for a term of 20 years and will renew automatically for additional 20-year terms after the expiration of the initial term unless Woodland Capital or we terminate the license. However, termination of the license agreement will not affect existing franchise agreements. No other agreement limits our right to use or license the Mark.

We intend to file all affidavits or renewal filings as and when they come due. There are no effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator, and there are no pending infringements, interferences, opposition or cancellation proceedings or other material litigation involving the Marks.

With the exception of the License Agreement, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to you. We do not know of any infringing uses that could materially affect your use of the Marks.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	14(d)	Non direct or indirect involvement in a competing business. The term “ <u>Competitive Business</u> ” means any business that offers, markets, or performs property and casualty damage appraisals, pre-underwriting inspections, vehicle adjustment work, special investigation services, scope and photo services, or related services, or in any business which grants franchises or licenses to others to operate such a business other than a Doan Group business operated under a Franchise Agreement with us, <u>subject to applicable state law</u> . You must not divert any business from your business or from us. <u>This provision is subject to applicable state law.</u>
r. Non-competition covenants after the franchise is terminated or expires	14(d); 14(e); 14(f)	For a period of 24 months from the termination or expiration of the Franchise Agreement, you may not engage in a Competitive Business in your former Territory or within a 25 mile radius of your former Designated Territory (same restrictions apply after transfer). This provision is subject to state law.
s. Modification of the agreement	6	The Franchise Agreement may not be modified except by a written agreement that you and we both sign. We can modify or change the System Standards through changes to the Operation Manual and you are bound by those changes.
t. Integration/merger clause	25	Only terms of the franchise agreement are binding (subject to state law). Nothing in the agreement or in any related agreement is intended to disclaim the representations franchisor made in the franchise disclosure document. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	20	Except for certain claims, all disputes are subject to mediation and binding arbitration in Covington, Georgia. This provision is subject to state law.
v. Choice of forum	20(g)	Subject to arbitration requirements. We have the right to seek injunctive relief and you agree to be subject to the exclusive jurisdiction of the Newton County, Georgia Courts (subject to state law).
w. Choice of law	23	Except for the Federal Arbitration Act and other federal law, Georgia law governs (subject to state law).

A provision in your franchise agreement that terminates the franchise agreement on your bankruptcy may not be enforceable under Title 11, Businesses States Code Section 101 *et seq.*

Item 18
Public Figures

We do not use any public figure to promote our Franchise.

Item 19
Financial Performance Representations

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchises and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item sets forth certain historical data submitted by our franchised locations (the “Franchised Locations”), including annual gross receipts for the period beginning on March 1, 2023 and ending on February 29, 2024 (the “2023 Measurement Period”), the period beginning on March 1, 2024 and ending on February 28, 2025 (the “2024 Measurement Period”), and for the period beginning on March 1, 2025 and ending on February 28, 2026 (the “2025 Measurement Period” and with the 2023 Measurement Period and the 2024 Measurement Period, collectively, the “Measurement Periods”). The Franchised Locations disclosed in this Item 19 were all open and operating for the entire Measurement Periods.

During the 2023 Measurement Period, there were eighteen (18) franchised locations in operation for ~~some portion of~~ the 2023 Measurement Period.

During the 2024 Measurement Period, there were twenty-six (26) franchised locations in operation for ~~some portion of~~ the 2024 Measurement Period.

During the 2025 Measurement Period, there were ~~thirty~~ twenty-eight (30/28) franchised locations in operation for ~~some portion of~~ the 2025 Measurement Period.

All of the Franchised Locations included in this Item 19 are all the same type of Franchises being offered under this Disclosure Document (same in territory, services and operations).

Some Franchised Locations have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

The chart below presents the date the Franchised Location commenced operation with us, the number of customer account claims serviced and the annual gross receipts, for each of the Franchised Locations during the 2023, 2024 and 2025 Measurement Periods.

Location	Effective Date of Franchise Agreement ⁽¹⁾	2023 Measurement Period ⁽²⁾		2024 Measurement Period		2025 Measurement Period	
		Number of Claims in 2023 ⁽³⁾	2023 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2024 ⁽³⁾	2024 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2025 ⁽³⁾	2025 Annual Gross Receipts ⁽⁴⁾
Franchised Location 1	7/15/2020	6,658	\$827,321.41	4,435	\$613,081.25	N/A	N/A
Franchised Location 2	7/15/2020	5,232	\$636,858.26	19,464	\$1,996,967.92	23,388	\$2,450,513.90
Franchised Location 3	7/15/2020	30,881	\$1,156,525.45	56,841	\$1,787,143.50	62,600	\$1,978,281.05
Franchised Location 4	10/1/2020	2,114	\$297,362.27	1,546	\$225,206.12	N/A	N/A

Location	Effective Date of Franchise Agreement ⁽¹⁾	2023 Measurement Period ⁽²⁾		2024 Measurement Period		2025 Measurement Period	
		Number of Claims in 2023 ⁽³⁾	2023 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2024 ⁽³⁾	2024 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2025 ⁽³⁾	2025 Annual Gross Receipts ⁽⁴⁾
Franchised Location 5	7/15/2020	6,108	\$751,521.25	5,361	\$651,382.25	5,725	\$1,061,354.14
Franchised Location 6	7/15/2020	2,972	\$389,004.70	N/A	N/A	N/A	N/A
Franchised Location 7	1/1/2022	463	\$58,516.62	506	\$68,292.83	557	\$87,291.82
Franchised Location 8	5/17/2021	431	\$79,349.97	486	\$91,140.04	599	\$120,849.34
Franchised Location 9	9/5/2021	3,594	\$425,429.40	2,794	\$367,618.06	N/A	N/A
Franchised Location 10	9/5/2021	857	\$109,272.04	789	\$118,527.25	N/A	N/A
Franchised Location 10	3/29/2021	5,627	\$897,594.99	6,274	\$1,107,901.89	5,620	\$1,098,551.99
Franchised Location 12	10/9/2023	193	\$34,303.00	526	\$132,737.50	485	\$108,696.16
Franchised Location 13	10/2/2023	286	\$63,232.06	1,679	\$365,557.71	N/A	N/A
Franchised Location 14	10/17/2022	168	\$38,235.66	202	\$33,895.30	212	\$53,564.77
Franchised Location 15	10/17/2022	149	\$19,717.21	137	\$27,354.43	491	\$96,484.51
Franchised Location 16	9/19/2022	2,686	\$556,656.72	2,708	\$563,038.87	2,651	\$607,936.12
Franchised Location 17	10/17/2022	576	\$77,398.86	160	\$28,689.24	153	\$33,849.14
Franchised Location 18	9/15/2023	487	\$65,039.55	1,339	\$188,845.01	1,124	\$207,209.99
Franchised Location 19	3/25/2024	N/A	N/A	110	\$14,522.32	30	\$4,280.00
Franchised Location 20	9/3/2024	N/A	N/A	857	\$94,509.05	386 N/A	\$49,374.50 N/A
Franchised Location 21	9/16/2024	N/A	N/A	384	\$87,687.15	787	\$169,149.44
Franchised Location 22	9/16/2024	N/A	N/A	81	\$21,640.67	178	\$39,782.27
Franchised Location 23	3/25/2024	N/A	N/A	2,140	\$283,365.19	496	\$81,642.06
Franchised Location 24	9/23/2024	N/A	N/A	123	\$26,886.17	246	\$51,946.24
Franchised Location 25	9/16/2024	N/A	N/A	168	\$44,656.55	523	\$113,864.93
Franchised Location 26	4/22/2024	N/A	N/A	395	\$84,236.57	328 N/A	\$71,053.79 N/A
Franchised Location 27	9/3/2024	N/A	N/A	680	\$84,349.93	1,713	\$258,739.26
Franchised Location 28	9/14/2024	N/A	N/A	N/A	N/A	1,514	\$214,990.35
Franchised Location 29	3/17/2025	N/A	N/A	N/A	N/A	674	\$89,097.75

Location	Effective Date of Franchise Agreement ⁽¹⁾	2023 Measurement Period ⁽²⁾		2024 Measurement Period		2025 Measurement Period	
		Number of Claims in 2023 ⁽³⁾	2023 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2024 ⁽³⁾	2024 Annual Gross Receipts ⁽⁴⁾	Number of Claims in 2025 ⁽³⁾	2025 Annual Gross Receipts ⁽⁴⁾
Franchised Location 30	4/1/2025	N/A	N/A	N/A	N/A	466	\$94,360.69
Franchised Location 31	4/1/2025	N/A	N/A	N/A	N/A	1,119	\$284,573.99
Franchised Location 32	9/15/2025	N/A	N/A	N/A	N/A	130	\$25,150.08
Franchised Location 33	9/15/2025	N/A	N/A	N/A	N/A	75	\$19,785.44
Franchised Location 34	9/15/2025	N/A	N/A	N/A	N/A	314	\$61,510.71
Franchised Location 35	12/15/2025	N/A	N/A	N/A	N/A	641	\$81,880.24
Franchised Location 36	12/15/2025	N/A	N/A	N/A	N/A	384	\$49,809.25

Notes:

1. This column shows the date the franchise license agreement was signed with each franchisee. Franchised Locations 1-5 were operators of a Doan license under a previous owner of the Doan brand.
2. Some of the Franchised Locations were not in operation for the full Measurement Periods so the figures are listed as “N/A” or “Not Applicable”. [None of the excluded outlets for the Measurement Periods closed after being open less than 12 months.](#)
3. “Claims” means the total number of vehicle appraisals completed during the applicable Measurement Period.
4. “Annual Gross Receipts” mean the amount of all cash collected, or other consideration received, including check, credit and debit card, barter exchange, trade credit, or other credit transactions, for all services provided by the Franchised Location during the applicable Measurement Period.

Number of Claims				
	Average ⁽⁵⁾	Median ⁽⁶⁾	High	Low
March 1, 2023 to February 29, 2024	3,860	1,485	30,881	149
March 1, 2024 to February 28, 2025	4,238	735	56,841	81
March 1, 2025 to	3,787 <u>4,032</u>	509 <u>540</u>	62,600	30

February 28, 2026				
Gross Receipts				
	Average	Median	High	Low
March 1, 2023 to February 29, 2024	\$360,185.52	\$203,317.16	\$1,156,525.45	\$19,717.21
March 1, 2024 to February 28, 2025	\$350,355.11	\$106,518.15	\$1,996,967.92	\$14,522.32
March 1, 2025 to February 28, 2026	\$322,185.80 <u>\$340,898.06</u>	\$91,729.22 <u>\$95,422.60</u>	\$2,450,513.90	\$4,280.00

5. “Average” is defined as the sum of the Number of Claims or Gross Receipts divided by the number of Franchised Locations in operation during the Measurement Periods.
6. “Median” is defined as the center of all Number of Claims or Gross Receipts data points used.

General Notes to Item 19

This analysis does not contain complete information concerning the operating costs and expenses that you will incur in operating your business. This Item 19 also does not contain any information about fees that you must pay to us, such as royalty or advertising fees or other expenses such as rent.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any 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 the franchisor’s management by contacting Amanda Williams, Woodland Capital Franchising, Inc., at 5090 Highway 212, Covington, Georgia 30016, or (770) 788-8328, the Federal Trade Commission, and the appropriate state regulatory agencies.

(h) A provision that requires the Franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of those assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

(j) 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.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THE NOTICE CONTAINED ON THE PRIOR PAGE OR THIS PAGE SHOULD BE DIRECTED TO THE DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 525 W. OTTAWA STREET, 670 G. MENNAN WILLIAMS BLDG., LANSING, MICHIGAN 48933 (517) 272-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED

TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 6 of the Disclosure Document is amended as follows:

Pursuant to Minnesota Statutes, Section 604.113, the highest service charge on NSF checks allowed in Minnesota is thirty dollars (\$30).

2. Item 13 of the Disclosure Document is amended as follows:

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. As such, the Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17 of the Disclosure Document is amended as follows:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 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 of non-renewal of the Agreement.

Pursuant to Minnesota Statutes, Section 80C.21 and Minn. Rule Part 2860-4400J, this Section shall not in any way 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.

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

You may not bring any action under Chapter 80C of the Minnesota Statutes more than three years after the cause of action accrues.

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. 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

FOR THE COMMONWEALTH OF VIRGINIA

The following statements are added to Item 17:

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 provisions of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, 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.

~~FOR THE STATE OF WASHINGTON~~ ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement 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 that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/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 in the franchise agreement or related agreements purporting to bind the franchisee 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, 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).

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between Woodland Capital Franchising, Inc. d/b/a The Doan Group (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Doan Group Franchised Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 4(b) and 18:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which require, except in certain cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

3. The following sentence is added to the end of Section 4(b) and 17(d):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

4. Section 17 of the Franchise Agreement is amended to add the following:

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT~~REQUIRED FOR WASHINGTON FRANCHISEES, AND ALL RELATED AGREEMENTS~~

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between Woodland Capital Franchising, Inc. d/b/a The Doan Group (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

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 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement 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 that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/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 in the franchise agreement or related agreements purporting to bind the franchisee 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, 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.

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	
Hawaii	May 20, 2026
Illinois	May 6, 2026
Indiana	May 26, 2026
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	May 6, 2026
Rhode Island	June 8, 2026
South Dakota	May 6, 2026
Utah	May 11, 2026
Virginia	
Washington	
Wisconsin	May 6, 2026

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.