



Franchise Disclosure Document

Holiday Diversified Services, Inc.
A Minnesota Corporation
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The franchise offered is for the operation of a Holiday Stationstore®. Holiday Stationstores® sell “Automotive Fuels,” including gasoline and other motor vehicle fuels, as well as “Groceries, Food Service Items and Merchandise,” including foods, groceries, food service items (hot and cold sandwiches, hot dogs, bratwursts, salads, fruit, bakery), convenience store items and general merchandise.

The total investment necessary to begin operation of a new Holiday Stationstore® ranges from \$1,996,900 to \$5,125,400 which includes the following payments made to the Franchisor or its affiliates: 1) Initial Franchise Fee of \$25,000 for a Greater Twin Cities (“GTC”) Holiday Stationstore® or \$10,000 for a non-GTC Holiday Stationstore®, 2) initial fuel purchase ranging from \$30,000 to \$90,000, 3) initial fuel delivery charges ranging from \$360 to \$7,000, 4) initial purchase of Commissary Products ranging from \$500 to \$1,200, 5) initial training services of \$6,000 to \$10,000, 6) sign lease payments of \$150 to \$525, 7) \$400 charge for credit and authorization terminal and 8) \$2,000 store set-up fee. To convert a pre-existing store, your estimated initial investment ranges from \$769,900 to \$2,335,400. These initial investment estimates assume that you will own the land and building for your Holiday Stationstore®, and include the costs of constructing and equipping an optional car wash.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however that no government 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 the disclosures in different formats, contact Tony M. Pavlovich at 4567 American Boulevard West, Minneapolis, Minnesota, (952) 830-8700.

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 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 on franchising.

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

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STATE COVER PAGE

Your state may have a franchise law that requires a franchise to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT STATES THAT IT WILL BE GOVERNED BY THE LAW OF THE STATE WHERE THE FRANCHISED STORE OR STORES ARE LOCATED. DISPUTES MAY BE ADJUDICATED EITHER IN THE COUNTY WHERE A FRANCHISED STORE IS LOCATED OR IN HENNEPIN COUNTY, MINNESOTA. IT MAY COST YOU MORE TO ADJUDICATE DISPUTES IN MINNESOTA THAN IN YOUR HOME STATE. OUT OF STATE ADJUDICATION MAY RESULT IN A LESS FAVORABLE RESOLUTION OF DISPUTES.

THERE MAY BE OTHER RISKS ASSOCIATED WITH THIS FRANCHISE.

Effective Dates: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates.

Michigan:

Minnesota:

North Dakota:

See Separate FDD

South Dakota:

Washington:

Wisconsin:

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