

FRANCHISE DISCLOSURE DOCUMENT

HOODZ International, LLC
A Delaware Limited Liability Company
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The franchise offered is for the establishment and operation of a business ~~offering that offers, markets, promotes, advertises, manages and performs~~ commercial ~~exhaust hood system and oven cleaning, inspection, maintenance and, preventative maintenance, repair, including but not limited to commercial kitchen equipment cleaning and restoration services, as well as other services authorized by us under our marks,~~ utilizing the HOODZ business system, which is sometimes referred to below as the “Franchise”, or “HOODZ ~~FranchiseBusiness~~.”

The total investment necessary to begin operation of a HOODZ ~~FranchiseBusiness~~ with a Standard Territory is \$105,~~221,513.83~~ to ~~\$174,578,223,238.99~~. This includes ~~\$74,400,75,150~~ to ~~\$104,400,105,150~~ that must be paid to the franchisor or its affiliates. The total investment necessary to begin operations of a HOODZ ~~FranchiseBusiness~~ with an Express Territory is ~~\$81,174,82,542.95~~ to ~~\$138,501,174,208.99~~. This includes ~~\$54,400,55,150~~ to ~~\$72,370,73,120~~ that must be paid to the franchisor or its affiliates.

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 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 disclosures in different formats, contact ~~Sara ParkEbony Idemudia~~ at 731 Fairfield Court, Ann Arbor, MI 48108, 734-864-9774.

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 the contract carefully. Review your contract and this disclosure document with an advisor such as a lawyer -or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make an informed decision. More information on franchising, such as “A Consumer's

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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, D.C. 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.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor 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 C for information about the franchisor, 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 HOODZ 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:

1. AT OUR OPTION, THE FRANCHISE AGREEMENT REQUIRES YOU TO FIRST RESOLVE ALL DISPUTES -WITH US BY MEDIATION ONLY IN ANN ARBOR, MICHIGAN. OUT OF STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.
2. ANY DISPUTES WITH US THAT ARE NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION IN MICHIGAN. IT MAY COST YOU MORE TO LITIGATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.
3. THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. VENDORS OF PRODUCTS AND EQUIPMENT MAY CHOOSE NOT TO SELL OR LEASE RECOMMENDED OR REQUIRED EQUIPMENT, PRODUCTS OR SERVICES TO YOU, DEPENDING ON SUCH FACTORS AS YOUR CREDIT AND ARRANGEMENTS WITH OTHER SELLERS IN YOUR AREA.
5. THE FRANCHISE AGREEMENT REQUIRES YOU TO ATTAIN, THEN MAINTAIN, CERTAIN MINIMUM MONTHLY GROSS SALES. IF YOU FAIL TO DO SO, THE FRANCHISOR MAY COLLECT FROM YOU A ROYALTY EQUAL TO WHAT YOU WOULD HAVE BEEN ASSESSED HAD YOU ACHIEVED THE MINIMUM GROSS SALES. THE FRANCHISOR MAY ALSO ESTABLISH ANOTHER FRANCHISEE OR COMPANY STORE IN YOUR TERRITORY.

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