

STATE EFFECTIVE DATES

March 15, 2012

The following states require that the Franchise Disclosure Document be registered or filed before we can make offers or sell franchises there: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states having where the order of effectiveness is effective on the date set forth below:

<u>State</u>	<u>Effective Date of Order*</u>
California	May 11, 2011 as amended September 26, 2011
Hawaii	September 15, 2011
Illinois	April 30, 2011
Indiana	September 9, 2011
Maryland	January 4, 2012
Michigan	October 7, 2011
Minnesota	April 30, 2011
New York	October 25, 2011
North Dakota	September 30, 2011
Rhode Island	Not filed there
South Dakota	October 13, 2011
Virginia	September 26, 2011
Washington	April 16, 2011
Wisconsin	October 13, 2011

*Generally, the registration of the FDD is effective for one year after the date of the order approving registration, subject to amendments for material changes. Post-effective amendments will be filed to keep the financial statements current and where other material changes occur.

franchisee		or owners holding 25% or more in equity shall not automatically involve a default unless the successor does not comply with the Franchise Agreement or does not complete required training.
q. Non-competition covenants during the term of the franchise	Section 11	Neither you nor any 10% or greater equity owner may compete with the Franchise during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 11	Neither you nor any 10% or more owner may compete with the Franchise business for 3 years after termination.
s. Modification of the agreement	Section 12.2	We cannot change your Franchise Agreement without your consent. However, we may change the Operations Manual without your consent and you are required to comply with changes in the Operations Manual. Modifications to the JBF Operations Manual become effective upon delivery of written notice to you, unless the notice specifies a longer period. You must implement every change before the next sale.
t. Integration/merger clause	Section 21	All agreements between the parties are in the Franchise Agreement and its exhibits. Only the terms of the franchise agreement are binding (subject to state law). Nothing in the franchise agreement or in any related agreement is intended to disclaim the representations franchiser makes in this franchise disclosure document.
u. Dispute resolution by arbitration or mediation	Section 25	All disputes must be submitted to binding arbitration in Tulsa County, Oklahoma.
v. Choice of forum	Section 25	All disputes must be submitted to binding arbitration in Tulsa County, Oklahoma.
w. Choice of law	Section 25	Oklahoma law applies unless OK law would not enforce a provision in the Franchise Agreement. If the law of the jurisdiction where your Territory would enforce that provision, that law would apply.

JBF is required to register the offer and sale of its franchise in various states before it is permitted to make an offer or sale. In some of those states, JBF may be required to make changes in its Franchise Agreement and/or in the disclosure document applicable in those states. Franchisees in those states will be governed by the Franchise Agreement to them and will be provided the disclosure agreement applicable in those particular states.

Item 18. PUBLIC FIGURES

We do not use any public figure to promote our Franchise or the JBF System.

Item 19. FINANCIAL PERFORMANCE REPRESENTATIONS

(1) The FTC's Franchise Rule permits a franchiser to provide information about the actual or potential financial performance of its franchised and/or franchiser-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 franchiser provides the actual records of an existing outlet you are considering buying; or (2) a franchiser supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

(2) JBF does not make any representations about a franchisee's future financial performance or the 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 to Shannon Wilburn, President, Just Between Friends Franchise System, Inc., 325 North Butternut Place, Broken Arrow, OK 74012 or 918-902-5673, and to the Federal Trade Commission, 600 Pennsylvania Avenue, NY, Washington, DC 20580 (1-877-FTC-HELP) and to the appropriate state regulatory agency. See Exhibit D to this Disclosure Document for the names and contact information for state administrator

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