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## FRANCHISE DISCLOSURE DOCUMENT

2017 SEP 29 PM 4 44

Holding IP Franchise USA, LLC A Delaware limited liability company 3423 Gromer Terrace La Crescenta, CA 91214 424-527-1039 direction@KidsEmpire us www KidsEmpire us



The franchised business is to operate an indoor theme park for children under the trade name "Kids Empire"

The total investment necessary to begin operation of a Kids Empire franchise is \$586,750 to \$1,327,000 This includes \$220,000 to \$690,000 that must be paid to the franchisor or affiliate

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 formats, please contact Haim Elbaz at 3423 Gromer Terrace, La Crescenta, CA 91214 and 424-527-1039

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

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, 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 us 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 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 TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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

3 FRANCHISOR IS UNDERCAPITALIZED AND MAY NOT BE ABLE TO MEET PREOPENING OBLGIATIONS TO ALL FRANCHISEES

4 THE TIME LIMIT FOR US TO APPROVE OR DISAPPROVE YOUR PROPOSED SITE IS 30 DAYS AFTER YOU SUBMIT ALL OF OUR REQUIRED DOCUMENTS AND INFORMATION IF WE AND YOU CANNOT AGREE ON A SITE, AND IF WE DO NOT AGREE TO EXTEND THE DEADLINE, YOU WILL BE IN DEFAULT AND WE MAY TERMINATE YOUR FRANCHISE AGREEMENT (SECTION 61)

## 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise Effective Date See the next page for state effective dates

Kids Empire FDD 2017



## STATE EFFECTIVE DATES

The following chart lists states which require that this disclosure document be registered or filed with the state or be exempt from registration. In these states, the effective date of this disclosure document is as follows

State	Effective Date
California	Pending
Hawaii	Not applicable
Illinois	Not applicable
Indiana	Not applicable
Maryland	Not applicable
Michigan	Not applicable
Minnesota	Not applicable
New York	Not applicable
North Dakota	Not applicable
Rhode Island	Not applicable
South Dakota	Not applicable
Virginia	Not applicable
Washington	Not applicable
Wisconsin	Not applicable

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document

State	Effective Date
Connecticut*	Not applicable
Florida	Not applicable
Kentucky*	Not applicable
Nebraska*	Not applicable
Texas*	Not applicable
Utah	Not applicable

\* One-time filing

We do not have a federally-registered trademark, and therefore are subject to business opportunity laws in the following states

State	Effective Date
Connecticut	Not applicable
Georgia	Not applicable
Louisiana	Not applicable
Maine	Not applicable
North Carolina	Not applicable
South Carolina	Not applicable

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