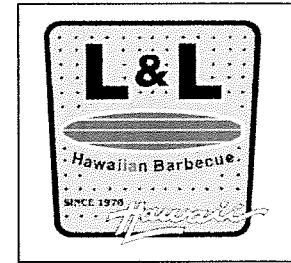


FRANCHISE DISCLOSURE DOCUMENT

L & L Franchise, Inc.
a Hawaii corporation
931 University Avenue, #202
Honolulu, Hawaii 96826
Tel: (808) 951-9888
Fax: (808) 951-0888
Email: franchising@hawaiianbarbecue.com
www.hawaiianbarbecue.com



L & L Franchise, Inc. presently offers franchises under the L & L Drive-Inn name, under the L & L Hawaiian Barbecue name, and under the L & L Hawaiian Grill name. L & L Franchise, Inc. plans to also offer franchises to operate under the tradename “Mixplate”, initially in the State of Hawaii, then possibly in other states in America. This franchise disclosure document is for a franchise to operate a quick service Hawaiian and Asian-American restaurant in the State of California. The total investment necessary to begin operation of an L & L franchise is from \$133,700 to \$527,000. This includes the initial franchise fees that will vary based on the location of the restaurant and the number of locations a franchisee currently owns. The initial franchise fee for new franchisees for an L & L Hawaiian Barbecue or L & L Drive-Inn or L & L Hawaiian Grill restaurant is \$30,000.00. The initial franchise fee for existing franchisees who open two and up to five restaurants outside the State of Hawaii is \$20,000.00. The initial franchise fee for existing franchisees who open six or more restaurants outside the State of Hawaii is \$15,000.00 for each restaurant. Franchise fees may vary outside the United States.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 THE DOCUMENT.

The terms of your contract will govern your franchise relationship. Do not 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, DC 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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CALIFORNIA 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 E 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 IN ORDER TO RENEW.

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO MEDIATE AND ARBITRATE CERTAIN DISPUTES WITH US IN SAN FRANCISCO, CALIFORNIA. THE PROCESS, LAW AND PROCEDURE APPLICABLE TO ARBITRATION ARE DIFFERENT FROM THE PROCESS, LAW AND PROCEDURE APPLICABLE TO LITIGATION AS A MEANS OF RESOLVING LEGAL DISPUTES.
2. THE FRANCHISE AGREEMENT PROVIDES THAT PUNITIVE OR EXEMPLARY DAMAGES OR ATTORNEY'S FEES MAY NOT BE AWARDED AS PART OF AN ARBITRATION AWARD AND FURTHER THAT IN THE EVENT FRANCHISOR COMMENCES AN ACTION OR PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, INJUNCTIVE RELIEF, SUCH INJUNCTIVE RELIEF MAY BE OBTAINED WITHOUT THE NECESSITY OF POSTING A BOND OF ANY KIND.
3. THE FRANCHISEE AGREEMENT STATES THAT HAWAII LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. IN THE PERSONAL GUARANTY (EXHIBIT "I"), IT IS PROVIDED THAT THE FRANCHISOR HAS THE UNILATERAL RIGHT, IN PART, TO EXTEND, ACCELERATE OR OTHERWISE MODIFY THE DATE ON WHICH ANY AMOUNT OF INDEBTEDNESS IS TO BE PAID AND TO PROCEED WITHOUT NOTICE IN ANY ONE OR MORE FORMS OF ACTIONS AGAINST THE

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