

L & L FRANCHISE DISCLOSURE DOCUMENT

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L & L Franchise, Inc. presently offers franchises under the trade names L & L Drive-Inn, L & L Hawaiian Barbecue, L & L Hawaiian Grill, and L & L Hawaiian Mixplate. Franchises offered and operating under the franchisor's trademarks and tradenames of L & L Drive-Inn, L & L Hawaiian Barbecue, L & L Hawaiian Grill and/or L & L Hawaiian Mixplate are substantially identical quick service restaurant concepts.

This franchise disclosure document is for a franchise to operate a quick service Hawaiian and Asian-American restaurant in the State of California under the service mark and trademark L & L Hawaiian Barbecue or L & L Hawaiian Mixplate. The approximate total investment necessary to begin operation of an L & L franchise is from \$133,700 to \$535,000. This includes the initial franchise fees, which will vary based on the location of the restaurant and the number of locations a franchisee currently opens. The initial franchise fee for new franchisees for an L & L Drive-Inn or L & L Hawaiian Barbecue or L & L Hawaiian Grill or L & L Hawaiian Mixplate restaurant is \$30,000.00. The initial franchise fee for existing franchisees opening between two (2) and up to five (5) restaurants outside the State of Hawaii is \$20,000.00. The initial franchise fee for existing franchisees opening six (6) 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 fourteen (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 this disclosure document alone to understand your contract. Read your entire



contract and the attachments carefully. Consult with a professional such as a lawyer and/or accountant to review your contract and this disclosure document.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE DEPARTMENT OF BUSINESS OVERSIGHT, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

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 the publication entitled "A Consumer's Guide to Buying a Franchise," can help you understand how to use this disclosure document. This publication is available from the Federal Trade Commission (FTC) by contacting 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 website at <u>www.ftc.gov</u> 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 specific to 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.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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.

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