

FRANCHISE DISCLOSURE DOCUMENT

L & L Franchise, Inc.
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The logo for MIXPLATE features the word "MIXPLATE" in a bold, serif font. The letter "I" is replaced by a stylized red and white floral or leaf-like symbol.

L & L Franchise, Inc. offers franchises to operate quick service restaurants under the MIXPLATE name, under the L & L Hawaiian Barbecue name, the L & L Hawaiian Grill name and the L & L Drive-Inn name. This franchise disclosure document is for a franchise to operate a quick service Hawaiian and multi-cultural cuisine restaurant in the State of California under the name MIXPLATE. Franchises offered and operated under the franchisor's trademarks and tradenames of MIXPLATE are substantially identical quick service restaurant concepts. The Franchisor generally authorizes its franchisees to utilize the MIXPLATE trademarks, service marks and tradename in Hawaii and in other states. The total investment necessary to begin operation of an L & L franchise is from \$133,700 to \$525,000. The initial franchise fee for a new franchisee for a MIXPLATE restaurant is \$30,000.00.

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 GOVERNMENTAL 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, 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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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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