

DEPARTMENT OF CORPORATIONS
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OCT 16 2012



FRANCHISE DISCLOSURE DOCUMENT
SHAVE IT NATION, INC.
A California Corporation
511 Oakhampton Drive
Thousand Oaks, CA 91361
805-338-3104
www.shaveitnation.com

Shave It Nation, Inc sells franchises for upscale retail stores that offer frozen flavored shave ice with ice cream, other frozen flavored confections, clothing, accessories, novelty items and promotional merchandise and related products and services for dine-in consumption and take-out service under the trade name "Shave It" We offer 2 franchise programs

Single Store Program Under this program, you will sign a Franchise Agreement to operate one Shave It Store and Mobile Unit (the "Mobile Unit") we approve that you purchase or lease, customize and equip The total investment necessary to begin operations of a single Shave It Store with one Mobile Unit is approximately \$260,700 to \$610,800, which includes \$52,500 to \$57,000 that must be paid to the franchisor We may, at our discretion, permit you operate a single Shave It Store without a Mobile Unit The total investment necessary to begin operations of a single Shave It Store without a Mobile Unit is between approximately \$165,700 and \$500,800 This includes an initial franchise fee of \$37,500 to \$42,000 that must be paid to the franchisor

Area Development Program Under this program, you will sign an Area Development Agreement under which we will assign you a defined area within which you must develop and operate a specified number of Shave It stores and Mobile Units within a specified period of time The total investment necessary to begin operations of 2-3 Shave It Stores under an Area Development Agreement is between approximately \$296,400 and \$2,132,400, which includes \$75,000 to \$171,000 for 2-3 Stores (depending on whether or not you operate Mobile Units with your Shave It Stores) that must be paid to the franchisor We will credit the initial development fee for Stores 2 and 3 against the \$35,000 initial franchise fees (not to exceed a credit of \$15,000 for any one Franchise Agreement)

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 payments 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 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, contact Lisa Kudirka, Shave It Nation, Inc , 511 Oakhampton Drive, Thousand Oaks, CA 91361, (805) 338-3104, www.shaveitnation.com

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 accountant

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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 listed on Exhibit F 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.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS OCTOBER 12, 2012.

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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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. Call the state franchise administrator listed on [Exhibit F](#) for information about the franchisor, or about franchising in your state. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the state administrators listed on [Exhibit F](#).

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 AND AREA DEVELOPMENT AGREEMENT PERMIT YOU TO LITIGATE WITH SHAVE IT NATION, INC. ONLY IN THE STATE IN WHICH THE FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS, WHICH IS CURRENTLY CALIFORNIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH SHAVE IT NATION, INC. IN CALIFORNIA THAN IN YOUR HOME STATE. LOCAL LAW MAY SUPERSEDE THIS REQUIREMENT IN YOUR STATE. PLEASE REFER TO THE STATE-SPECIFIC ADDENDA THAT ARE ATTACHED TO THIS DISCLOSURE DOCUMENT AS **EXHIBIT G** FOR DETAILS.

2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT THE LAW OF THE STATE IN WHICH THE FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS (WHICH IS CURRENTLY CALIFORNIA) GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. LOCAL LAW MAY SUPERSEDE THIS REQUIREMENT IN YOUR STATE. PLEASE REFER TO THE STATE-SPECIFIC ADDENDA THAT ARE ATTACHED TO THIS DISCLOSURE DOCUMENT AS **EXHIBIT G** FOR DETAILS.

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Dates See the Next Page for State Effective Dates

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