You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission.~~ There may be federal, state and local laws which affect your Franchised Business in addition to those listed here. You will be responsible for investigating and complying with any such laws in your designated territory. You should consider both their effect on your business and the cost of compliance. You should thoroughly investigate all of these laws and requirements before purchasing a Renovation Sells franchise.~~

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Michael Valente

Michael Valente is our co-founder as well as the Chief Executive Officer. Michael has also been the managing Partner of the Renovation Sells, LLC concept since January of 2018, and since then has worked exclusively developing and growing the brand. Since September of 2012, Michael has been the owner of MV Construction LLC in Chicago, IL.

Chief Operating Officer: Amanda Valente

Amanda Valente is our co-founder and Chief Marketing Officer. Amanda has been the Vice President of Marketing and Business Operations for our affiliate, Renovation Sells LLC, since January 2018. Since February of 2017, Amanda has been the Vice President of Marketing for our affiliate MV Construction LLC in Chicago, IL. She also worked as the National Practice Group Manager for the law firm of Seyfarth Shaw, LLP from May of 2015 through January of 2017 in Chicago, IL, and worked in Marketing and Business Development for the law firm of Mayor Brown LLP from August of 2013 through April of 2015 in Chicago, IL.

President: Lisa Carrel

Lisa Carrel is our Executive Vice-President and Partner at Renovation Sells. Lisa has been in her role since May of 2022. Before joining Renovation Sells Lisa served as the founder and CEO of Proxfinity from 2016 to May of 2022 in Chicago, IL.

Chief of Construction: John Bura

John Bura is our co-founder and Director of Construction and has held this position for Renovation Sells, LLC since 2018. John was the Director of Construction for our affiliate MV Construction, LLC from 2014 through 2018 in Chicago, IL. He has also been the Owner of American Custom Homes in Chicago, IL since 2010.

Chief of Design: Briana Rauen

Briana Rauen is our co-owner and Chief Design Officer. Briana has been an Interior Designer for Renovation Sells, LLC since January 2018. Briana was a Freelance Interior Designer for MV Construction, LLC from June 2014 through December 2017 in Chicago, IL.

[13] Your initial campaign will include purchasing printed branded materials to use as sales tools, launching an email campaign targeting realtors in your territory, purchasing gifts and food for realtors, and the option to hire a business development representative or host a community event, all through our approved suppliers.
[14] Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. Insurance costs and requirements may vary widely in different localities. The estimate is for 1 year of liability insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

[15] This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate includes such items as initial payroll, taxes, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, additional marketing costs and other miscellaneous items. These estimates do not include any compensation to you, nor do they include debt service. ~~These items are by no means all-inclusive of the extent of possible expenses.~~ We relied upon the experience of our affiliate-owned Renovation Sells outlet to compile these estimates.

You should review these figures carefully with a business advisor before making any decision to invest in the franchise.

We do not offer direct or indirect financing to franchisees for any other items included in this section.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, inventory, supplies and services that your Franchised Business must use or provide which meet our standards and requirements. You must purchase all equipment, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

In addition to approved and/or designated vendors, we are the only approved supplier of design services. The design services required will be covered by the monthly Royalty fee and you will not be charged extra for these services.

Neither us nor our affiliates owns an interest in any other current supplier.

Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. We currently require franchisees to have the following insurance coverages:

us or prepared by us, as well as for administration and direction of the Brand Development Fund.

The Brand Development Fund will not be used to defray any of our other general operating expenses. Brand Development Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Development Fund contributions.

The Brand Development Fund collects and expends the Brand Development Fund contributions for the benefit of the System as a whole. We reserve the right to use the Brand Development Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the Territory where your Franchised Business is located.

The Brand Fund and its earnings shall not otherwise inure to our benefit except that any resulting technology and intellectual property shall be deemed our property.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Development Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Development Fund.

The Brand Development Fund was established on January 1, 2023. In the fiscal year ending ~~in~~on December 31, 2023~~ were~~, we collected $~~31,530.86~~99,767.03 in contributions. During the fiscal year ending May 31, 2024, the Brand Development Fund had the following expenditures: 1.3% was spent on production; 66.6% was spent on website development; 0.4% was spent on administrative expenses. The remaining balance of 31.6% was carried into the 2024 Brand Development Fund.

The Brand Development Fund is not audited. An annual unaudited financial statement of the Brand Development Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Development Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year.

Although the Brand Development Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Development Fund, however, until all monies in the Brand Development Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Renovation Sells outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each Renovation

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, subject to state law.
v.	Choice of forum	Section 20.3	Litigation takes place in Illinois, subject to applicable state law.
w.	Choice of law	Section 20.3	Illinois law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item contains a historical financial performance representation of the affiliate-outlet owned by ~~our affiliate,~~ Renovation Sells Franchising, LLC, located in Chicago, Illinois, ~~as~~for our fiscal year end of December 31, 2022, ~~our fiscal year end.~~and December 31, 2023. This outlet operates partly out of a commercial office space and partly from the home of an affiliate member. The results of our other affiliate, MV Construction, LLC, are not disclosed because the business model is different from the offering presented in this Disclosure Document. Also included are the historical financial performance representation of all franchised outlets within the Renovation Sells Franchising, LLC franchise system for our fiscal year end of December 31, 2022, and December 31, 2023. All financial information included in this Financial Performance Representation has been generated by using financial information provided in ~~they~~the bookkeeping systems.

Part 1. Sales and Expense Information

The following table summarizes the sales and expenses of our affiliate-owned location included in this Financial Performance Representation during the period January 1, 2022~~,~~ to December 31, 2023.

Table I. Financial Performance of Affiliate Owned Location				
	2023 $	2023 %	2022 $	2022 %
Gross Sales	$2,340,056	100%	$ 2,110,904	100.0%
Cost of Goods Sold				
Labor	$841,683	35.97%	$975,048	46.19%
Materials	$594,108	25.39%	$480,247	22.75%
Gross Margin	**$904,265**	**38.64%**	**$655,609**	**31.06%**
Expenses				
General Manager Compensation	$ 84,215	3.60%	$ 0	0.00%
Advertising and Marketing	$ 41,005	1.75%	$ 29,207	1.38%
Labor - Indirect	$ 23,357	1.00%	$ 31,587	1.50%
Auto Expense	$12,496	0.53%	$10,930	0.52%
Professional Services	$10,989	0.47%	$8,576	0.41%
Insurance Expense	$ 6,044	0.26%	$6,435	0.30%
Office Expense	$3,209	0.14%	$2,842	0.13%
Telephone Expense	$1,357	0.06%	$1,273	0.06%
Bank and Financing Fees	$1,264	0.05%	$ 558	0.03%
Taxes and Licenses	$375	0.02%	$ 375	0.02%
Software Expenses	$12,720	0.54%	$8,124	0.38%
Gross Profit Less Disclosed Expenses	**$707,234**	**30.22%**	**$555,702**	**26.33%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.				
Royalty	$163,804	7.00%	$147,763	7.0%
Brand Fund	$23,401	1.00%	$21,109	1.0%
Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$520,029**	**22.22%**	**$386,830**	**18.33%**

~~[1] The figures in the above tables have not been audited.~~

~~2~~1 Gross Sales include all money received in the operation of the business, less sales taxes or other taxes collected from customers for transmittal to the appropriate taxing authority.

~~3~~2 Cost of Goods Sold Labor consists of payroll and subcontractor payments to the craftsmen and laborers who performed the services represented by Gross Sales.

~~4 Cost of Goods Sold Material includes material and labor costs. Your costs may vary based upon your state as material costs may include sales tax paid for materials subject to state tax laws. In Some states, materials used for capital improvements are exempt from sales tax. For example, sales tax in Chicago, IL, where our affiliate is based, is 10.25% which may be higher or lower than your area, even if the materials are taxable in the state where your franchise is located, and therefore your costs may differ from these estimates. The accounting system does not segregate sales taxes and labor cost of sales, thereby making quantification difficult.~~

~~5~~3 Cost of Goods Sold Material includes material and labor costs.

4 Gross Margin is the mathematical result of Gross Sales minus Total Cost of Goods Sold.

~~6Advertising~~5Advertising and Marketing represents expenditures advertise and promote the services offered by Renovation Sells, primarily via social media advertising on platforms such as Facebook, Google, and Houzz, as well as a variety of areas including print advertising, printed material, swag, local networking events and networking groups, and client entertainment including coffee, breakfast, lunch, and dinner outings.

~~7Auto~~6Auto Expense represents the cost of one company vehicle including the monthly payment, fuel and maintenance.

~~8Bank~~7Bank and Credit Card Fees represents the merchant services fees charged by our bank and credit card processing service.

~~9Insurance~~8Insurance expense includes business liability and workers compensation insurance.

~~10Indirect~~9Indirect Labor represents the wages paid to administrative operations employees to order material and create contracts as well as the employer taxes paid on those wages.

~~11Office~~10Office Expense includes general office supplies, and computer related purchases such as toner cartridges.

~~12Professional~~11Professional Services Accounting represents the cost of an outside accountant and bookkeeper to maintain ledgers, prepare financial statements, and file tax returns.

~~13Taxes~~12Taxes and Licenses are amounts paid to for business related licenses including articles of incorporation fees.

~~14Telephone~~13Telephone represents the cost of telephone and mobile phone service for the business.

~~15~~14 For our affiliate owned location, this amount represents the hypothetical Royalty~~,~~ Fees and other Fees our affiliate would pay under the Franchise Agreement. ~~You will not pay any Brand Fund contributions until the System has 20 franchisees and they are not included in the above table. You are required to pay a fee to a third party for software. Our affiliate paid the same amount as you will pay to the same vendor. This amount is not hypothetical but is shown with the other franchise related costs for clarity.~~

~~16~~15 Net Income includes Gross Sales, less cost of sales, expenses and franchise expenses not incurred by our affiliate.

Part 2. Project Gross Sales

The following table summarizes the gross sales of our franchised locations included in this Financial Performance Representation during the period January 1, 2022, to December 31, 2023. Average Project Gross Sales refers to the average size of a sold or signed contract, representing the final, all-inclusive price. Sales tax is not included in the Average Project Gross Sales figure.

Table II. ~~Average Project~~ Gross Sales Data for Franchise Outlets Operational During the Same Period as Company-Owned Outlets			
Location	**Owners**	**2023 Sales**	**2022 Sales**
Dallas	Sarah Drewart	$427,630.00	$118,970.00
Denver	Jason Maier	$1,282,603.00	$339,519.00
Naperville	Ryan LeBrun	$367,100.00	$536,725.00
Alpharetta	Limor Kolt	$208,037	$18,010.00
Charlotte	Will Allen	$329,183	$350,471.00
Houston North	Byron Stewart	$286,885.00	$0.00
San Antonio	Katie Edge	$1,184,656.00	$284,102.20
**Cincinnati	Lisa Masys	$96,190.00	$108,337.00
**Raleigh	Andy Betourne	$129,245.00	$14,285.50
Scottsdale	Keith Stanton	$361,854.00	$10,791.00
Richmond	Ryan Dey	$305,212.00	$36,310.00
St. Paul	Amanda & Seth Donatell	$733,743.00	$225,323.00
Austin	Jeremiah Diacogiannis	$517,930.00	$53,532.00
**Barrington	Terry & Meredith O'Brien	$30,950.00	$49,510.00
Lancaster	Chris & Christine Walton	$343,515.00	$125,083.00
Texas HIll	Tony Schenk	$372,504.00	$62,348.00
North Dallas	Justin Pate	$363,600.00	$108,231.00
North Atlanta	Kelly Prange	$156,986.00	$20,554.00
**Northbrook	Vanessa Zoerb	$166,468.00	$54,349.00
DC	Mike Washington & Popo	$807,307.00	$106,146.00
**Northern New England	Dave & Katee Barker	$116,000.00	$0.00
Grapevine	Rachel Rohlwing	$44,216.00	$49,575.00

**No. Cobb/Cherokee	Ike Parks	$315,422.00	$37,895.00
No. Colorado	Steve & Thalyta Swanson	$507,260.00	$0.00
**Northwest Detroit Metro	Mary Neumann	$1,556.00	$45,210.00
**Southern New England	Amy & Brian Nowak	$123,669.00	$0.00
East Bay	Chris Winston & Catherine Soupas	$424,832.00	$65,144.00
Chicagoland West	Jeff West	$375,141.00	$0.00
**Columbus	Jeff Spiker	$144,330.00	$0.00
**NW Minneapolis	Jim Guy	$76,237.00	$0.00
South Sound	Aly & DJ Cullinane	$415,976.00	$0.00
Chesapeake	Scott Dever***	$0.00	$0.00
Denver West	Tim Bock***	$237,520.00	$0.00
Southwest Minneapolis	Jason McBeth***	$10,762.00	$0.00
Jacksonville	Jamie Smith	$0.00	$0.00
Madison	Adam Erdmann***	$46,399.00	$0.00
Rockwall	Jerry Welch	$173,296.00	$0.00
Richardson/Garland	Melissa Yates & Kristen Wright***	$0.00	$0.00
North Phoenix	Brad McCaughey***	$49,650.00	$0.00
Houston West	Nicoletti	[redacted]	$54,193.58
Total:		**$11,533,864.00**	**$2,874,614.28**

Average Project Gross Sales			
	2023	**2022**	**YOY**
Gross Sales	$2,340,056	$2,110,904	10.86%
Number of Projects	64	61	4.92%
Average Gross Sales per Project	$ 36,563	$ 34,606	5.66%
Highest Project Gross Sales	$ 319,285	$ 323,000	-1.15%
Lowest Project Gross Sales	$ 2,950	$ 2,500	18.00%
Median Project Gross Sales	$ 24,950	$ 26,150	-4.59%

Part 3. Cost of Goods Sold Components of Affiliate Owned Location

The following table presents the components of Cost of Goods Sold of our only affiliate owned location during the period January 1, 2023 to December 31, 2023. Cost of Goods Sold includes Labor and Materials.

Table III Cost of Good Sold Components of Affiliate Owned Location		
Category	**2023**	**% of Total Cost**
Drywall / Painting	$ 228,538	15.92%
Tile	$ 142,981	9.96%
Countertop Stone	$ 119,337	8.31%
Electrical / Electrical Fixtures	$ 112,831	7.86%
Flooring	$ 110,796	7.72%
Plumbing	$ 107,227	7.47%
Cabinet Painting	$ 99,927	6.96%
Demo / Trash Removal / Cleanup	$ 98,421	6.85%
Bathroom Materials	$ 88,027	6.13%
Cabinets and Vanities	$ 81,265	5.66%
Finished Materials	$ 57,470	4.00%
Glass Shower Doors / Mirrors	$ 52,726	3.67%
Carpet	$ 31,228	2.17%
Tub / Tile Refinishing	$ 22,940	1.60%
Interior Trim	$ 21,725	1.51%
Framing	$ 18,642	1.30%
Exterior	$ 16,113	1.12%
Appliances	$ 10,704	0.75%
Fireplace Tile	$ 8,677	0.60%
HVAC	$ 6,216	0.43%
Total	**$ 1,435,791**	**100.00%**

Notes for Table III

~~1. These results are unaudited.~~

~~2.~~1. These results represent sales of products and services which will be available for franchisees to sell.

~~3.~~2. Our affiliate operates in a two-~~-~~territory market and the data above was achieved in an area comprising a population of approximately 827,000. ~~Your results may vary depending on the size and characteristics of your territory. Other than the size of your territory and the hypothetical royalty and brand fund contributions disclosed above in Table 1, there are no material differences between our affiliate outlet and the outlet you will operate.~~

~~4.~~3. Cost of Goods sold component is inclusive of Labor and Materials

EXHIBIT E

FRANCHISED OUTLETS

FRANCHISED OUTLETS AS OF DECEMBER 31, 2023

Franchisee	Address	City/State	Email
Chris Winston Catherine Stoupas	1831 Gilardy Drive	Concord, CA 94518	cwinston@renovationsells.com, cstoupas@renovationsells.com
Jason Maier	14641 Tango Loop	Parker, CO 80134	jason@renovationsells.com
Jason Maier	14641 Tango Loop	Parker, CO 80134	jason@renovationsells.com
Jason Maier	14641 Tango Loop	Parker, CO 80134	jason@renovationsells.com
Limor & Sammy Kolt	5370 Hampstead Way	Johns Creek, GA 30097	limor@renovationsells.com
Limor & Sammy Kolt	5370 Hampstead Way	Johns Creek, GA 30097	limor@renovationsells.com
Ryan LeBrun	878 Millcreek Circle	Egan, IL 60123	ryan@renovationsells.com
Ryan LeBrun	878 Millcreek Circle	Egan, IL 60123	ryan@renovationsells.com
William Allen	2026 Providence Road	Charlotte, NC 28211	will@renovationsells.com
William Allen	2026 Providence Road	Charlotte, NC 28211	will@renovationsells.com
William Allen	2026 Providence Road	Charlotte, NC 28211	will@renovationsells.com
Scott & Rachel Migli	5 Seahorse Court	Isle of Palms, SC 29451	scott@renovationsells.com
Scott & Rachel Migli	5 Seahorse Court	Isle of Palms, SC 29451	scott@renovationsells.com
Thomas Nicoletti	19727 Chaparral Berry Drive	Cypress, TX 77433	thomas@renovationsells.com
Thomas Nicoletti	19727 Chaparral Berry Drive	Cypress, TX 77433	thomas@renovationsells.com
Thomas Nicoletti	19727 Chaparral Berry Drive	Cypress, TX 77433	thomas@renovationsells.com

~~Do not sign the Acknowledgment Statement if you are a resident of Maryland or the business is to be operated in Maryland~~

EXHIBIT G

~~FRANCHISEE ACKNOWLEDGEMENT STATEMENT~~

~~Franchisee hereby acknowledges the following:~~

~~1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.~~

______

~~Initial~~

~~2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.~~

______

~~Initial~~

~~3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.~~

______

~~Initial~~

~~4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into~~

~~this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.~~

~~Initial~~

~~5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.~~

~~Initial~~

~~6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.~~

~~Initial~~

~~7. Franchisee acknowledges that it has received the Renovation Sells Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.~~

~~Initial~~

~~8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.~~

~~Initial~~

~~9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.~~

~~Initial~~

~~10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's~~

~~**EXHIBIT H**~~

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

The Department of Financial Protection and Innovation for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

1. 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.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

3. Item 3 is amended to add:

   Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. The California Department of Financial Protection and Innovation has determined that ~~either~~we, the franchisor~~ has~~, have not demonstrated ~~it is~~we are adequately capitalized and/or that ~~the franchisor~~we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral~~.~~

~~5. Item 5 is amended to state:~~

condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations, and you are open for business. Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

~~For area development offerings, the portion of the fee attributable to an individual outlet in the development schedule is deferred until after all of franchisor's initial obligations are complete and that outlet is open for business.~~

~~6~~5. Item 17 is amended to state:

(a) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

(b) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(c) The Franchise Agreement requires application of the laws of Illinois. This provision may not be enforceable under California law.

6. ~~*[Remainder of Page Intentionally Blank]*~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

8. California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

9. Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

~~10.~~ You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	PENDING
Illinois	PENDING
Indiana	~~PENDING~~May 30, 2024
Maryland	PENDING
Michigan	~~PENDING~~May 30, 2024
Minnesota	PENDING
New York	PENDING
Rhode Island	~~PENDING~~May 23, 2024
Virginia	~~PENDING~~July 2, 2024
Washington	PENDING
Wisconsin	~~PENDING~~May 29, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.