

2. IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OR RULING OF THE FEDERAL TRADE COMMISSION; OR

3. IS SUBJECT TO ANY CURRENTLY EFFECTIVE INJUNCTIVE OR RESTRICTIVE ORDER RELATING TO BUSINESS ACTIVITY AS A RESULT OF AN ACTION BROUGHT BY ANY PUBLIC AGENCY OR DEPARTMENT, INCLUDING, WITHOUT LIMITATION, ACTIONS AFFECTING A LICENSE AS A REAL ESTATE BROKER OR SALESMAN.

THIS STATEMENT SHALL SET FORTH THE COURT, DATE OF CONVICTION OR JUDGMENT, ANY PENALTY IMPOSED OR DAMAGES ASSESSED, OR THE DATE, NATURE, AND ISSUER OF THE ORDER.

~~(vii) -- A -- COPY -- OF -- THE -- TYPICAL -- FRANCHISE CONTRACT -- OR -- AGREEMENT -- PROPOSED -- FOR -- USE -- OR -- IN -- USE -- IN -- THIS STATE --~~

(VII) A COPY OF THE AGREEMENT PROPOSED FOR USE.

~~(viii) -- A -- STATEMENT -- DESCRIBING -- ANY -- PAYMENTS OR FEES -- OTHER -- THAN -- THE -- CONTRACT -- CONSIDERATION -- THAT -- THE PURCHASER -- IS -- REQUIRED -- TO -- PAY -- TO -- THE -- SELLER, -- INCLUDING ROYALTIES, -- PAYMENTS -- OR -- FEES -- WHICH -- THE -- SELLER -- MAY -- COLLECT -- IN WHOLE -- OR -- IN -- PART -- ON -- BEHALF -- OF -- A -- THIRD -- PARTY -- OR -- PARTIES, -- PLUS THE -- FORMULA -- BY -- WHICH -- THE -- AMOUNT -- OF -- THE -- PAYMENTS -- OR -- FEES -- ARE DETERMINED -- IF -- THEY -- ARE -- NOT -- THE -- SAME -- IN -- ALL -- CASES --~~

~~(ix) -- A -- STATEMENT -- OF -- THE -- CONDITIONS -- UNDER WHICH -- THE -- CONTRACT -- MAY -- BE -- TERMINATED -- OR -- RENEWAL -- REFUSED -- AT THE -- OPTION -- OF -- THE -- SELLER --~~

~~(x) -- A -- STATEMENT -- AS -- TO -- WHETHER, -- BY -- THE TERMS -- OF -- THE -- CONTRACT, -- OR -- BY -- OTHER -- DEVICE -- OR -- PRACTICE, -- THE PURCHASER -- IS -- REQUIRED -- TO -- PURCHASE -- EXCLUSIVELY -- FROM -- THE SELLER -- OR -- HIS -- DESIGNEE -- SERVICES, -- SUPPLIES, -- PRODUCTS, -- FIXTURES, -- OR -- OTHER -- GOODS -- RELATING -- TO -- THE -- ESTABLISHMENT -- OR OPERATION -- OF -- THE -- BUSINESS -- OPPORTUNITY -- OR -- IF -- THE -- PURCHASER -- IS LIMITED -- OTHERWISE -- IN -- THE -- GOODS -- OR -- SERVICES -- HE -- MAY -- OFFER -- TO HIS -- CUSTOMERS --~~

~~(xi) (XIII) A STATEMENT OF THE TERMS AND CONDITIONS OF ANY FINANCING ARRANGEMENTS WHEN OFFERED DIRECTLY OR INDIRECTLY BY THE SELLER OR HIS AGENT OR AFFILIATE.~~

~~(xii) -- A -- STATEMENT -- OF -- ANY -- PAST -- OR -- PRESENT PRACTICE -- OR -- OF -- ANY -- INTENT -- OF -- THE -- SELLER -- TO -- SELL, -- ASSIGN, -- OR DISCOUNT -- TO -- A -- THIRD -- PARTY -- ANY -- NOTE, -- CONTRACT, -- OR -- OTHER OBLIGATION -- OF -- THE -- PURCHASER -- IN -- WHOLE -- OR -- IN -- PART --~~

~~(xiii) (IX) A STATEMENT AS TO WHETHER THE PURCHASER RECEIVES AN EXCLUSIVE AREA TERRITORY.~~