

## Franchise Disclosure Document



**2GOOD2B®**  
BAKERY



**2GOOD2B®**  
BAKERY & CAFE

2Good2B Franchising, LLC  
a California limited liability company  
204 N El Camino Real #H Encinitas, California 92024  
Phone: (760) 942-4663; Email: Diana@2Good2B.com  
www 2Good2B.com

The franchise is for an artisanal bakery offering gluten, corn and soy free baked products (“Basic Model”) or a full-service bakery and café offering these products in addition to gluten, corn and soy free meals, organic coffee and tea, specialty beverages and other drinks (“Standard Model”) Products are made fresh daily using proprietary recipes The total investment necessary to begin operation is \$265,000 to \$728,600 for a 2GOOD2B® Bakery (Basic Model) and \$426,000 to \$955,450 for a 2GOOD2B® Bakery and Café (“Standard Model”) These amounts include the initial franchise fee of \$25,000 that must be paid to the franchisor

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read the 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 payment to, the franchisor or any 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 Diana Benedek, President at 2Good2B Franchising, LLC, 204 N El Camino Real #H, Encinitas, Calif 92024, phone (760) 942-4663

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 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](http://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

Issuance Date December 2, 2013

## 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**

Call the state franchise administrator listed in Exhibit B 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 THAT WE TRY FIRST TO RESOLVE ANY DISPUTE BY NON-BINDING MEDIATION. IF THAT PROCESS DOES NOT RESOLVE THE MATTER, THEN YOU AND WE MUST ARBITRATE IN CALIFORNIA. IF YOU LIVE OUTSIDE CALIFORNIA, OUT-OF-STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.
- 2) THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAWS IN YOUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.
- 3) THE DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT.
- 4) YOUR TERRITORY IS NOT AN EXCLUSIVE TERRITORY BUT A PROTECTED AREA AS FURTHER DESCRIBED UNDER ITEM 12 TITLED TERRITORY.
- 5) THE FRANCHISEE'S SPOUSE AND OTHER OWNERS MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE AND OTHER PERSONS JOINTLY AND SEVERALLY LIABLE FOR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. THIS PLACES THE SPOUSE'S AND OTHER PERSONS' PERSONAL ASSETS AT RISK. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE.
- 6) WE WERE FORMED ON APRIL 4, 2013, AND HAVE ONLY A BRIEF OPERATING HISTORY. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
- 7) THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE OPPORTUNITY.  
We currently do not use the services of any franchise broker.

Effective Date See next page for state effective dates

**IMPORTANT NOTE: Upon receipt of this Franchise Disclosure Document (FDD) you are required to sign and return the "Receipt Form" which is Exhibit J of the FDD and return it to 2Good2B Franchising, LLC.**

**Issuance Date for Non Registration States: December 2, 2013**

The states listed below may require registration or filing of this Disclosure Document or filing of a notice with the State. If this offering is registered in any of these states, the effective date of the registration may differ from the date of issuance of this Disclosure Document as stated below. Some of these states may require different or additional disclosures or revisions to the agreement (see the State Addenda to this Disclosure Document for certain states).

**Effective Dates for States Requiring Registration and Notice Filings:**

<b>California:</b>	_____
<b>Connecticut:</b>	<b>Not Registered</b>
<b>Florida:</b>	<b>Not Registered</b>
<b>Hawaii:</b>	<b>Not Registered</b>
<b>Illinois</b>	<b>Not Registered</b>
<b>Indiana:</b>	<b>Not Registered</b>
<b>Kentucky:</b>	<b>Not Registered</b>
<b>Maryland:</b>	<b>Not Registered</b>
<b>Michigan:</b>	<b>Not Registered</b>
<b>Minnesota</b>	<b>Not Registered</b>
<b>Nebraska:</b>	<b>Not Registered</b>
<b>New York:</b>	<b>Not Registered</b>
<b>North Carolina:</b>	<b>Not Registered</b>
<b>North Dakota:</b>	<b>Not Registered</b>
<b>Rhode Island:</b>	<b>Not Registered</b>
<b>South Carolina:</b>	<b>Not Registered</b>
<b>South Dakota:</b>	<b>Not Registered</b>
<b>Texas:</b>	<b>Not Registered</b>
<b>Utah:</b>	<b>Not Registered</b>
<b>Virginia:</b>	<b>Not Registered</b>
<b>Washington:</b>	<b>Not Registered</b>
<b>Wisconsin:</b>	<b>Not Registered</b>

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