

RECEIVED
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SAN FRANCISCO**FRANCHISE DISCLOSURE DOCUMENT****FOOD SYSTEMS UNLIMITED, INC.**

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a Florida corporation
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The Franchise offered is for a quick service restaurant known as "Asian Chao®" which features a wide variety of Oriental dishes, including a large selection of chicken, beef, and seafood dishes along with Chinese favorites such as Sweet N Sour Chicken, Beef with Broccoli, Lo Mein, and a variety of vegetarian tofu dishes.

The total investment necessary to begin operation of an Asian Chao franchised business is \$401,500 to \$706,400. This includes between \$35,900 to \$86,400 that must be paid to the franchisor and/or its affiliate, as appropriate.

If You enter into a development agreement to develop more than three restaurants, You will pay a development fee of \$15,000 per restaurant to be developed under the development agreement, and You will pay a franchise fee of \$15,000 for each of the first three, and a reduced fee of \$10,000 for each unit after that to be developed under the terms of the development agreement. The development fee is applied pro rata to the franchise fees due.

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 the disclosure document at least 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 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 Biagio Schiano at 750 Florida Central Parkway, Suite 100, Longwood, Florida 32750 and (407) 830-5338.

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, DC 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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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 N 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 AND DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AND DEVELOPMENT AGREEMENTS STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **SPOUSE(S) OF FRANCHISE OWNERS MUST BE BOUND BY THE TERMS OF THE FRANCHISE AGREEMENT PLACING THEIR PERSONAL ASSETS AT RISK.**
4. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

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