

AUG 13 2013

Los Angeles

FRANCHISOR'S COSTS AND SOURCE OF FUNDS

1 Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, inventory, training and other items stated in the offering

Category	Costs
Real Estate	\$ <u>5,000</u>
Improvements	\$ <u>0</u>
Equipment	\$ <u>0</u>
Inventory	\$ <u>0</u>
Training	\$ <u>5,000</u>
Other Items	\$ <u>10,000</u>
Total	\$ <u>20,000</u>

2 The source of these funds is the operating cash flow and working capital of the corporation

**FRANCHISE DISCLOSURE DOCUMENT****CARROWS RESTAURANTS**

CFC Franchising Company
A Delaware Corporation
2200 Faraday Avenue, Suite 250
Carlsbad, California 92008
760-476-5176

www.catalinarestaurantgroup.com

www.carrows.com

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We grant franchises for a full-service family restaurant under the trade name "**Carrows Restaurant**" The total initial investment necessary to begin operations ranges from \$1,530,000 to \$1,988,000 for a build-to-suit restaurant, from \$660,000 to \$1,448,000 for a remodeled or converted unit, and from \$490,000 to \$1,013,000 for an existing (turnkey) restaurant These amounts include \$50,400 that must be paid to the franchisor or an affiliate

We also grant development rights to developers, which enable them to open a specified number of Carrows Restaurants within a specified area under individual franchise agreements The development fee is \$10,000 for each Carrows Restaurant to be established, which fee will be credited towards the initial franchise fee for individual restaurants as set forth in the development schedule You must also pay us an application fee of \$400 for each principal who will own an interest in the Restaurant However, if you sign a Franchise Agreement, we will credit \$400 towards the initial franchise fee

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 payments to, the Franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no governmental 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 our Associate General Counsel, Luciana P O'Brien, 2200 Faraday Avenue, Suite 250, Carlsbad, California 92008, 760-476-5176, lobrien@cc-cw.com

The terms of your contract will govern your franchise relationship Don't rely on this 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 listed on Exhibit A 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 agency about them

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS AUGUST 9, 2013.

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2013 CARROWS RESTAURANTS FRANCHISE DISCLOSURE DOCUMENT
8/12/13

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 A 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 AND AREA DEVELOPMENT AGREEMENT PERMIT YOU TO SUE US ONLY IN CALIFORNIA OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO SUE US IN CALIFORNIA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE THAT THE LAW OF CALIFORNIA GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

See the next page for state effective dates

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