

MAY 12 2014

FRANCHISE OFFERING CIRCULAR



A Nevada Limited Liability Company
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Reno, Nevada, 89521
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COCONUT'S FISH CAFE FRANCHISE, LLC, a Nevada Limited Liability Company, grants to Franchisee a non-exclusive license to open and operate a restaurant in a geographical region ("Coconut's Fish Cafe, LLC Territory), under the Coconut's Fish Cafe Marks and using the system of operations and recipes as set forth in Section 5.5.1 of the Franchise Agreement.

The initial franchise fee is \$60,000. This fee is due concurrently with the execution of the Franchise Agreement. The estimated initial investment required, including the initial franchise fee, will range from \$351,000 and \$696,000.

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 this 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 governmental agency has verified the information contained in this Disclosure 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 Michael Phillips at the above address.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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 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.

The issuance date of this Franchise Offering Circular is *[insert date]*

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 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 YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND/OR ARBITRATION ONLY IN ARIZONA. THE FRANCHISE AGREEMENT REQUIRES YOU TO WAIVE YOUR RIGHT TO A JURY OR TO WAIVE YOUR RIGHT TO FILE OR JOIN A CLASS ACTION SUIT OUT OF STATE. MEDIATION AND/OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND/OR ARBITRATE WITH US AND SUE US IN ARIZONA THAN IN YOUR HOME STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW 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.**

State franchise registration and relationship laws often provide that choice of law provisions are void or superseded to the extent that the choice of a different state's law would deny a franchisee the protections it would be entitled to under local law. Also see the attached state registrations page for more information. You should investigate where your purchase of the franchise falls under the jurisdiction of state registration or relationship law.

We may use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT

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