

FRANCHISE DISCLOSURE DOCUMENT

**Legacy Franchise Group, LLC
d/b/a Country Kitchen International
A Tennessee Limited Liability Company
1289 Deming Way, Ste. 212
Madison, Wisconsin 53717
Phone: (608) 833-9633
URL: <http://www.countrykitchenfranchise.com>**



Country Kitchen International is offering franchises for the operation of a family-casual restaurant. The total estimated investment to begin operation of a single Country Kitchen® Restaurant franchise is \$702,600 to \$1,736,700 excluding the cost of purchasing or leasing real estate. This amount includes a \$30,000 Initial Franchise Fee that must be paid to us.

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 us, or make any payment to us 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 Chuck Mocco or a Franchise Sales Associate at 1289 Deming Way, Ste. 212, Madison, Wisconsin 53717, (608) 833-9633, cmocco@countrykitchen.net or www.countrykitchenfranchise.com

The terms of your contract will govern your franchise relationship with us. Don't rely on the disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement and this disclosure document to an advisor, like a lawyer or 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 ("FTC"). 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.

ISSUANCE DATE: May 3, 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 A for information about the franchisor, about other franchisors, 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 REQUIRE YOU TO RESOLVE SUITS WITH US BY LITIGATION/ARBITRATION OR MEDIATION ONLY IN WISCONSIN. OUT OF STATE ARBITRATION/LITIGATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE/ARBITRATE/MEDIATE WITH US IN WISCONSIN THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT WISCONSIN LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. CERTAIN STATES HAVE LAWS THAT GOVERN THE OFFER AND SALE OF FRANCHISES, INCLUDING THOSE FRANCHISE REGULATORY STATES LISTED IN EXHIBIT A TO THIS DISCLOSURE DOCUMENT. IN THOSE STATES, THE STATE FRANCHISE DISCLOSURE LAW USUALLY GOVERNS THE OFFER AND SALE OF A FRANCHISE. THOSE LAWS ALSO MAY REQUIRE THAT JURISDICTION AND VENUE FOR ANY LITIGATION ARISING UNDER THE FRANCHISE AGREEMENT MUST BE IN THAT STATE. THOSE LAWS ALSO MAY GOVERN CERTAIN ASPECTS OF THE FRANCHISE RELATIONSHIP, INCLUDING THE CONDITIONS UNDER WHICH IT MAY BE TERMINATED OR CANCELLED. THESE MATTERS ARE DISCUSSED IN ITEM 17 OF THIS DISCLOSURE DOCUMENT, IN THE SUMMARY COLUMNS PERTAINING TO CHOICE OF FORUM AND CHOICE OF LAW. THEY ARE FURTHER DISCUSSED IN ANY STATE SPECIFIC ADDENDUM ATTACHED TO THIS DISCLOSURE DOCUMENT. YOU SHOULD ALSO CONFER WITH YOUR OWN ATTORNEY FOR ADVICE REGARDING THE SCOPE AND APPLICATION OF THESE LAWS.
4. WE AND OUR AFFILIATES MAY ESTABLISH AND FRANCHISE COUNTRY KITCHEN RESTAURANTS AND OTHER NON-TRADITIONAL FOOD SERVICE LOCATIONS IN STADIUMS, SCHOOLS, AIRPORTS, OR OTHER CAPTIVE FACILITIES WITHIN THE PROTECTED AREA OF THE DEVELOPER OR FRANCHISEE, AND MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, IN COMPETITION WITH THE FRANCHISE.

5. IF YOU VIOLATE THE TERMS OF THE FRANCHISE AGREEMENT, WE MAY ASSESS A \$100 PER WEEK DEFAULT FEE.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We 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, and not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Dates: For state specific effective dates, see the next page entitled “State Specific Effective Dates.”

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