

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

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As a franchisee you will own and operate a Country Kitchen Restaurant by Legacy Franchise Group, the franchisor, specializing in family dining, hand-made food cooked to order and related dine-in, carry-out and beverage service in an atmosphere resembling a farmhouse country kitchen.

The total investment necessary to begin operation of a Country Kitchen Restaurant franchise ranges from \$687,600 to \$1,739,700. These totals include \$30,000 that must be paid to the franchisor. The amount paid to the franchisor will increase if you also sign an Area Development Agreement because that agreement requires that in addition to payment of the \$30,000 initial franchise fee for the first Country Kitchen Restaurant you also are required to pay us a deposit of \$15,000 for each additional Restaurant to be opened under the Area Development Agreement.

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 Bruce Bloom at 1289 Deming Way, Ste. 212, Madison, Wisconsin 53717, (608) 833-9633.

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: December 18, 12013, as amended March 3, 2014



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 <u>Exhibit A</u> 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 OWN 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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 would represent us, and not you. We would 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."



STATE SPECIFIC EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following Effective Dates:

California Effective Date:	
Florida Effective Date:	Exempt
Illinois Effective Date:	•
Indiana Effective Date:	January 15, 2014
Michigan Effective Date:	January 9, 2014
Minnesota Effective Date:	
New York Effective Date:	• •
North Dakota Effective Date:	
South Dakota Effective Date:	December 31, 2013
Texas Effective Date:	Exempt
Virginia Effective Date:	-
Wisconsin Effective Date:	December 30, 2013

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