

FRANCHISE DISCLOSURE DOCUMENT



COWBOY CHICKEN FRANCHISING, LP

(a Texas limited partnership) 3450 E. Hebron Parkway Carrollton, Texas 75010 (214) 505-9883 <u>www.cowboychicken.com</u> kdavidson@cowboychicken.com

You will establish and operate fast casual restaurants ("Stores") offering flavorful roasted natural chicken and side items prepared from scratch, such as vegetables, desserts and other complementary foods and beverages, under the Cowboy Chicken[®] trade name and business system.

The total investment necessary to begin operation of a single Store ranges from \$491,996 to \$829,407, exclusive of real estate acquisition costs. This includes \$20,000 that you must pay to us or our affiliates. If you enter into an Area Development Agreement for two or more Stores, you must pay us a non-refundable development fee of \$20,000 for each restaurant you agree to develop. The minimum development fee for an Area Development Agreement is \$40,000.

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 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, please contact our Franchise Department at 3450 E. Hebron Pkwy, Carrollton, Texas 75010 or (214) 505-9883.

The terms of your contract will govern your franchise relationship. Do not 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, D.C. 20580. You can also visit the FTC's home page at <u>www.ftc.gov</u> 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.

Date of Issuance: April 25, 2018, as amended June 8, 2018 and July 20, 2018

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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 THE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit D 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 REQUIRE YOU TO PARTICIPATE IN BINDING ARBITRATION WITH US IN THE OFFICE OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION & RESOLUTION NEAREST TO OUR PRINCIPAL PLACE OF BUSINESS OR LITIGATE WITH US IN THE JUDICIAL DISTRICT WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED, WHICH IS CURRENTLY DALLAS COUNTY, TEXAS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US OR TO SUE US IN THE CITY OF OUR PRINCIPAL PLACE OF BUSINESS THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS STATE THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS IN BUYING AND OWNING A COWBOY CHICKEN 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 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.

State registration effective dates, if any, are listed below.



COWBOY CHICKEN FRANCHISING, LP STATE REGISTRATIONS

This Disclosure Document is registered, on file or exempt from registration in the following states with franchise registration and disclosure laws:

State	Effective Date
California	Pending
Illinois	Pending
Maryland	Pending
Michigan	Not Registered
North Dakota	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 25, 2018, as amended June 8, 2018 and July 20, 2018.

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