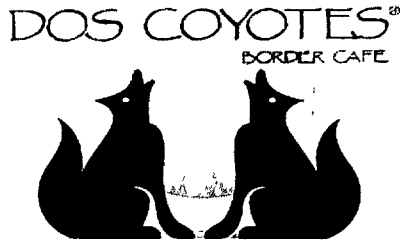


JAN 23 2013

FRANCHISE DISCLOSURE DOCUMENT



Dos Coyotes Development Company
a Nevada Limited Liability Company
2409 Cook Out Court
Henderson, NV 89002
(702) 567-0476
FAX (702) 567-0477
www.doscoyotes.com

The franchises described in this disclosure document are for the development and operation of **DOS COYOTES™** Restaurants. The total investment necessary to begin operation of each franchised Restaurant is \$750,000 to \$975,000. This includes \$40,000 that must be paid to the franchisor. The Development Fee is the sum of the \$30,000 Initial Franchise Fee for the first Restaurant plus \$10,000 for each agreed upon additional Restaurant.

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 and payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 disclosure in different formats, contact Bobby Coyote or David Sagal at the above address and telephone number.

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 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.

Issuance Date January __, 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 E** 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 **RISKS FACTORS** before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS MAY BE SETTLED BY ARBITRATION IN CLARK COUNTY, NEVADA OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NEVADA THAN IN YOUR HOME STATE

2 ARBITRATION WILL NOT BE USED FOR ANY DISPUTE WHICH INVOLVES A FRANCHISEE'S CONTINUED USAGE OF ANY OF THE MARKS OR ANY ISSUE INVOLVING INJUNCTIVE RELIEF AGAINST FRANCHISEE, ALL OF THESE ISSUES WILL BE SUBMITTED INITIALLY TO A COURT IN CLARK COUNTY, NEVADA. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN NEVADA OVER ANY SUCH ISSUES NOT SUBJECT TO ARBITRATION

3 THE FRANCHISE AGREEMENT STATES THAT NEVADA STATE LAW GOVERNS THE AGREEMENT

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date January ____, 2013 (California)

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EXHIBITS:

- A Preliminary Agreement
- B Franchise Agreement with Personal Guaranty and State Addendum
- C Area Development Agreement
- D Confidentially Agreement
- E State Agents and State Administrators
- F Exhibit to Item 19
- G Financial Statements
- H Receipts

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