

**FRANCHISE DISCLOSURE DOCUMENT
MR. GOODCENTS FRANCHISE SYSTEMS, INC.**

**A Kansas Corporation
8997 Commerce Drive
De Soto, Kansas 66018
(913) 583-8400
1-800-648-CENT**

compliance@goodcentssubs.com

www.goodcentssubs.com

Franchisee will operate a GOODCENTS® RESTAURANT (“Restaurant”), selling sandwiches, pasta and related food products and services at competitive pricing.

The total investment necessary to begin operation of a GOODCENTS RESTAURANT franchised business is from \$191,432 to \$333,373. For a new franchisee, this includes \$27,000 to \$28,000 which must be paid to the Franchisor and its affiliate; for an existing franchisee who buys a second or additional franchise, this includes \$17,000 to \$18,000, which must be paid to the Franchisor and its affiliate; for an existing franchisee who purchases the assets of an existing Restaurant, this includes \$17,000 to \$18,000 which must be paid to the Franchisor and its affiliate; if you are a franchisee and have been an employee of the Franchisor, or have been an employee of a GOODCENTS franchisee, for a minimum of 10 years, this includes \$17,000 to \$18,000 which must be paid to the Franchisor and its affiliate.

The total investment necessary to begin operation of a leasehold free-standing, with drive through, GOODCENTS RESTAURANT franchised business is from \$271,569 to \$405,893. This includes \$34,000 to \$36,000 that must be paid to the Franchisor and its affiliates.

The total investment necessary to begin operation as a developer under a Multi-Unit Agreement is \$30,000 to \$45,000, which includes an initial multi-unit franchise fee paid to Franchisor of \$20,000 for the first Restaurant to be developed and \$5,000 of the Initial Franchise Fee for each subsequent Restaurant to be developed according to the Multi-Unit Agreement.

The 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 to you. To discuss the availability of disclosures in different formats, contact the Compliance Officer, at 8997 Commerce Drive, De Soto, Kansas 66018; phone: (913) 583-8400.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your contract carefully. Show your contract in this disclosure document to an advisor, such as 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 “*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.

FTC issuance date of this disclosure document is: March 9, 2018.

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 administrators 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 RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION/LITIGATION ONLY IN KANSAS. OUT-OF-STATE MEDIATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE/LITIGATE WITH US IN KANSAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT KANSAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISEE'S SPOUSE MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHICH ALSO PLACES THE SPOUSE'S PERSONAL ASSETS AT RISK. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
5. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.

We use the sources 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.

Effective Date: See the next page for state effective dates.

EFFECTIVE DATES OF STATE REGISTRATIONS

The following states require that the Franchise Disclosure Document to be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington and Wisconsin. The document is effective in all other states upon the issuance date.

State	Effective Date
Illinois	Pending
Minnesota	Pending
South Dakota	Pending
Wisconsin	Pending

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