



FRANCHISE DISCLOSURE DOCUMENT

GOT PRODUCE? FRANCHISING USA, INC.

Got Produce?® USA INC

9450 S.W. Gemini Dr. #51741

Beaverton, Oregon 97008

503-213-3620

www.gotproduce.us

You will operate a business as a producer of fresh fruit and vegetables for retail and consumer outlets using a system of proprietary hydroponic techniques. You will provide this produce to local chefs, retail supermarkets, farmer's markets and/or wholesale outlets. You will provide the products operating under the Marks and using the System.

The total investment necessary to begin operation of a Got Produce? Franchised business is subject to the size and model and location of the greenhouse business. The range of total costs including construction is \$390,100 to \$2,353,700. This includes an initial Single Unit fee of \$45,000 that must be paid to the franchisor.

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 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 disclosures in different formats, contact Deborah Walliser, at Got Produce? Franchising USA, Inc., 9450 S.W. Gemini Dr., Beaverton, Oregon 97008, Telephone: 530-213-3620.

The terms of your contract govern Your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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, 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 12, 2017

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 administrator listed in Exhibit F 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 ARBITRATION AT A LOCATION NEAREST OUR HEADQUARTERS OR AT OUR OPTION, IN THE FRANCHISEE'S JURISDICTION OR OTHER APPLICABLE JURISDICTION. 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 THAN IN YOUR OWN STATE.
2. ANY DISPUTES NOT SUBJECT TO ARBITRATION MUST BE RESOLVED BY LITIGATION IN THE STATE OR FEDERAL COURT NEAREST OUR HEADQUARTERS OR AT OUR OPTION, IN THE FRANCHISEE'S JURISDICTION OR OTHER APPLICABLE JURISDICTION. IT MAY COST YOU MORE TO LITIGATE WITH US IN OUR HOME STATE. THE FRANCHISE AGREEMENT STATES THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THE FRANCHISE IS LIKELIER TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
4. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
5. YOUR SPOUSE MUST SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: _____

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EXHIBITS:

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| A - | Financial Statements |
| B - | Franchise Agreement |
| C - | Supplier Agreement |
| D - | List of Current and Former Franchisees |
| E - | Operations Manuals - Table of Contents |
| F - | Franchisor's Agent(s) for Service of Process and State Agencies |
| G- | California State Law Addendum to the FDD |
| H - | Application for Franchise |
| I - | Software License Agreement |
| J - | Receipts for Franchise Disclosure Document |

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