FRANCHISI PANDA.com

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FRANCHISE DISCLOSURE DOCUMENT

LOS S Chicken & Waffles

LoLo's CNW, LLC
an Arizona Limited Liability Company
740 North 52nd Street, Phoenix, AZ 85008
Phone (480) 444-8285
E-Mail franchise@loloscnw.com
Website www.loloschickenandwaffles.com

LoLo's CNW, LLC offers franchises for the operation of a business that offers casual dining and catering featuring Southern comfort food and home cookin' with a full bar service

The total investment necessary to begin operation of a Lo-Lo's Chicken & Waffles franchise ranges from \$651,000 to \$2,229,900 This includes \$45,000 that must be paid to us

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 the franchisor at 740 North 52nd Street, Phoenix, Arizona 85008 or by phone at (480) 444-8285

The terms of your contract will govern your franchise relationship Don't 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 (the "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 fic 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

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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 THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in <u>EXHIBIT "A"</u> 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 THAT ALL DISAGREEMENTS BE SETTLED BY LITIGATION IN ARIZONA OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DETAILS
- 3 THE FRANCHISOR IS A START-UP COMPANY THAT WAS FORMED ON NOVEMBER 8, 2013, AND HAS ONLY JUST BEGUN TO OFFER FRANCHISES THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY AS A FRANCHISOR TO ASSIST YOU IN JUDGING WHETHER TO MAKE THIS INVESTMENT
- 4 THE PURCHASE OF A SINGLE UNIT FRANCHISE DOES NOT PROVIDE YOU WITH ANY EXCLUSIVE TERRITORY
- 5 THERE IS A ROYALTY FEE OF 6% ON WEEKLY GROSS REVENUE PAYABLE WEEKLY AND WEEKLY REPORTS OF GROSS REVENUES MUST BE FURNISHED
- 6 IMMEDIATE TERMINATION WITHOUT THE OPPORTUNITY TO CURE MAY OCCUR IF THE FRANCHISEE UNDERREPORTS ANY AMOUNT DUE BY AT LEAST 1% FOR MORE THAN THREE TIMES WITHIN ANY 36 MONTH PERIOD OR UNDERREPORTS IN EXCESS OF 3%
- 7 IF YOU ARE MARRIED, YOUR SPOUSE MUST SIGN A PERSONAL GUARANTEE MAKING HIM/HER JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AND SPOUSE(S) AT RISK.
- 8 FRANCHISEES MUST COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ALCOHOLIC BEVERAGE CONTROL ACT AND CALIFORNIA CODE OF REGULATIONS, TITLE 4 FOR THE SALE OF ALCOHOLIC BEVERAGES ADDITIONALLY, CALIFORNIA LOCAL COUNTY HEALTH DEPARTMENTS INSPECT RESTAURANTS AND OTHER RETAIL FOOD FACILITIES TO ENSURE



COMPLIANCE WITH SAFE FOOD HANDLING PRACTICES AND ADEQUACY OF KITCHEN **FACILITIES**

- 9 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
- 10 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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