

JUN 25 2018

MAHANA POKE

FRANCHISE DISCLOSURE
Department of
BUSINESS Oversight

Mahana Poke, LLC
A Florida limited liability company
P.O. Box 3566, Sarasota, Florida 34230
(941) 257-3663
www.MahanaPoke.com

The franchise offered is for the establishment and operations of a fast-casual Mahana Poke restaurant featuring freshly prepared sustainably sourced Hawaiian style salmon and ahi tuna Poke bowls, sushi rolls- all prepared with proprietary and chef created marinades and sauces-, and other food products, side dishes, non-alcoholic beverages for on-premises and off-premises consumption and craft beer, wine and sake in states permitted for on premise consumption under the Mahana Poke name and mark (each a "Restaurant").

The total investment necessary to begin operation of a Mahana Poke Restaurant is \$190,950 to \$517,500. This includes \$69,500 that must be paid to us or our affiliates.

Franchisor also offers qualified parties the right to open and operate multiple restaurants in accordance with a development schedule the parties agree to under Franchisor's form of development agreement. The total investment necessary to begin operations under a development agreement will depend on the number of restaurants we grant you the right to open. By way of example, the total investment necessary to begin operations under a development agreement for the right to open and operate three (3) Restaurants ranges from \$256,450 to \$583,000. This includes the \$125,000 Development Fee that must be paid to us or our affiliates.

This Franchise Disclosure Document ("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 Dave Wood at P.O. Box 3566, Sarasota, Florida 34230, phone number (941) 257-3663, or by emailing franchise@MahanaPoke.com.

The terms of your contract will govern your franchise relationship. Don't rely on this 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 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: May 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 administrator listed in Exhibit B 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. AT OUR OPTION, THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE YOU TO FIRST RESOLVE ALL DISPUTES WITH US BY NON-BINDING MEDIATION ONLY IN SARASOTA, FLORIDA. OUT OF STATE NON-BINDING MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN SARASOTA, FLORIDA, THAN IN YOUR OWN STATE. ANY DISPUTES WITH US NOT SUBJECT TO NON-BINDING MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN FLORIDA. IT MAY COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THEY ARE GOVERNED BY FLORIDA LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. IF THE FRANCHISEE IS A BUSINESS ENTITY, EACH SHAREHOLDER, PARTNER, MEMBER, AND MANAGER OF FRANCHISEE AND THEIR RESPECTIVE SPOUSES MUST EXECUTE A PERSONAL GUARANTY. THIS PLACES THE PERSONAL ASSETS OF EACH INDIVIDUAL AND THEIR SPOUSE AT RISK.

4. THERE MAY BE OTHER RISKS CONCERNING THIS 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 is our agent and 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.

The effective date of this Disclosure Document in your state, if applicable, is listed on the following page.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/mahana-poke>