

**FRANCHISE DISCLOSURE DOCUMENT
MAKIS PLACE FRANCHISING LLC.
A Florida Limited Liability Company
2801 Florida Ave, Suite "D"
Miami, FL 33133
Telephone: (786) 294-0128
Email: franchise@makisplace.us
Web site: www.makisplace.us**

We offer you the right to operate a Makis Place franchise outlet that offers the sale of food and beverage items for direct consumption, specialized in Japanese cuisine, emphasis on a type of sushi called "Temaki", coupled with an assortment of additional products

The total investment necessary to begin operation of a single unit franchise is approximately \$182,500 to \$276,500 This includes \$25,000 initial franchise fee that must be paid to us A breakdown of the costs can be found in Item # 7

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read 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 for you To discuss the availability of disclosures in different formats, contact Gustavo Gerald Toja Frachia at 2801 Florida Ave., Miami, FL 33133, or by phone at (786) 294-0128 or by email at franchise@makisplace.us.

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 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, 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 for states not requiring franchise registration or filing February 25, 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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT**

Call the state franchise administrator listed in **Exhibit I** 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 ONLY IN FLORIDA. 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 FLORIDA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT REQUIRES THAT THE LAWS OF FLORIDA GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **FRANCHISOR RESERVES THE RIGHT TO TERMINATE THE FRANCHISE AGREEMENT IF FRANCHISEE AND A PROSPECTIVE FRANCHISEE CANNOT AGREE ON A LOCATION.**
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 represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date The effective date for specific registration states is noted in the following page titled State Effective Dates. The issuance date is March 19, 2013, which is not the same as the state effective dates

If there are specific state requirements regarding the payment of the Initial Franchise Fee that differ from the above, they will be outlined in the State Specific Addendum attached to this Disclosure Document as Exhibit J

**Item 6
OTHER FEES**

**FRANCHISE AGREEMENT
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty (Note 1)	We suggest a Progressive Royalty fee starting up to \$10,000, the fee royalty payment is set at 0% From%, from \$10,000 01 to \$15,000, the fee monthly royalty payment is increased to 2% From% of monthly gross sales, from \$15,000 01 to \$20,000, the fee monthly royalty payment is increased to 3% From% of monthly gross sales, from \$20,000 01 to \$30,000, the fee monthly royalty payment is increased to 4% From% of monthly gross sales, from \$30 000 01 to \$40,000, the fee monthly royalty payment is increased to 5% When% of monthly gross sales and when the Monthly Gross Income Sales exceeds \$40,000 01, the fee monthly royalty payment is increased to 6% Beginning on the 13 th month from the date of opening, the Franchisee shall pay to the Franchisor a set royalty of 6% of the Gross Sales	the 5 th day of the following month for the previous month	Payable via bank transfer or credit card
Local Ad Fund	2% of total gross sales	As incurred	It is suggested you spend a minimum of 2% of your gross sales monthly in your area
National Ad Fund	2% of Monthly Gross Sales	Monthly as above	Payable via bank transfer or credit card
Computer and Cashier System Upgrades and Updates			
Extranet	Not to exceed \$50 per user per month	Monthly as billed	Payable to us for the access and use of our secure Extranet system

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