



FRANCHISE DISCLOSURE DOCUMENT

INTERNATIONAL CLEANERS, CORP.
 A DELAWARE CORPORATION
 1874 NORTH YOUNG CIRCLE
 HOLLYWOOD, FLORIDA 33020
 (954) 927-7410
WWW.OXXOUSA.COM
INFO@OXXOUSA.COM

The franchisee will operate a laundry and drycleaning business under the trade name and service mark "OXXO Care Cleaners".

The total investment necessary to open a plant store franchise ranges from ~~\$452,000~~ \$437,000 to ~~\$670,500~~ \$553,500. This includes ~~\$306,000 to \$382,500~~ \$277,000 which must be paid to the franchisor and affiliates. Franchisees operating at least 1 plant store or who operate a warehouse plant can open drop stores. The total investment necessary to open a drop store ranges from \$158,500 to ~~\$391,500~~ \$377,500. The total investment to open a warehouse plant ranges from ~~\$420,000~~ \$411,000 to ~~\$550,000~~ \$470,500.

In addition to individual store franchises, Multi-Unit Development Agreements and Area Developer Agreements are offered.

	Total Investment Necessary	Initial Fees
Multi-Unit Development Agreement	\$482,500 <u>\$467,000 - \$805,500</u> \$688,500	\$60,000 - \$165,000
Area Developer Agreement	\$703,500 <u>\$699,000 - \$1,724,000</u> \$1,650,000	\$259,000 - \$1,009,000

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 us 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 Franchise Sales Department at 1874 North Young Circle, Hollywood, Florida 33020, telephone (954) 927-7410, extension 103.

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 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: ~~April 1, 2012~~ April 1, 2013

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state 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 A 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. WE AND OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION, AND MAY SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC UNDER THE SAME AND/OR DIFFERENT TRADEMARK IN COMPETITION WITH YOU.
2. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND AREA DEVELOPER AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA. 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 FLORIDA THAN IN YOUR HOME STATE.
3. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND AREA DEVELOPER AGREEMENTS STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU THE SAME PROTECTION AND BENEFITS AS THE LAW OF YOUR HOME STATE. YOU MAY WANT TO COMPARE THESE LAWS.
4. YOU MUST PAY US MINIMUM ROYALTY AND ADVERTISING FEES OF \$500 AND \$200 PER MONTH, RESPECTIVELY, EVEN IF YOUR FRANCHISE BUSINESS HAS NO REVENUE.
5. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND AREA DEVELOPER AGREEMENT STATE THAT, BEFORE FILING SUIT, THE PARTIES MUST MAKE A GOOD FAITH EFFORT TO RESOLVE A DISPUTE THROUGH DISCUSSION, AND, AT THE REQUEST OF EITHER PARTY, THROUGH NON-BINDING MEDIATION. THIS MAY DELAY YOUR ABILITY TO HAVE A COURT DECIDE YOUR CASE.
6. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND AREA DEVELOPER AGREEMENT STATE THAT THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION.
7. THE FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT AND AREA DEVELOPER AGREEMENT CONTAIN A WAIVER OF ANY RIGHT TO, OR CLAIM FOR, PUNITIVE OR EXEMPLARY DAMAGES. YOUR JUDGMENT IN LITIGATION IS LIMITED TO YOUR ACTUAL DAMAGES.
8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the service 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.

FDD 2013

EFFECTIVE DATES

The following states requires that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

New York	May 8, 2012
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