

Form B - Supplemental Information

DEPARTMENT OF CORPORATIONS
LOS ANGELES OFFICE

APR 03 2013

SUPPLEMENTAL INFORMATION

1 Disclose

- A The states in which this proposed registration application is effective
- B The states in which this proposed registration application is or will be shortly on file
IL, IN, MD, MI, MN, NY, ND, RI, VA, WA
- C The states that have refused to register this franchise offering
N/A
- D The states that have revoked or suspended the right to offer franchises
N/A
- E The states in which this proposed registration of these franchises has been withdrawn within the last five years, and the reasons for revocation or suspension
South Dakota -- withdrawn by Franchisor as no candidate activity for several years

2 Source of Funds for Establishing New Franchises

Disclose franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchise, including real estate, improvements, equipment, inventory, training and other items stated in the offering State separately the sources of all required funds

Training Costs \$595

Source of required funds Operating Capital

FRANCHISE DISCLOSURE DOCUMENT

APR 03 2013

**CAMPERO USA CORP**

A Florida Corporation
Lincoln Centre Tower II, Suite 950
5420 Lyndon B Johnson Freeway
Dallas, Texas 75240-6222
(972) 770 - 2800
www.camperousa.com

Campero USA Corp offers Pollo Campero® franchises that are retail food businesses selling uniquely flavored Pollo Campero® chicken products

The total investment necessary to begin operation of a Pollo Campero® restaurant ranges from (i) \$807,397 to \$1,670,000 for a Free-Standing location, (ii) \$636,950 to \$1,403,500 for an In-Line location, and (iii) \$312,421 to \$679,500 an Express location. These total investment ranges include a \$40,000 initial franchise fee, and if you lease or sublease the premises from CUSA, \$5,000 for the security deposit and prepaid rental charges would be required, for a total of \$45,000 in initial fees that must be paid to Campero USA Corp ("CUSA") or its affiliates before you open your business.

If you sign a Pollo Campero® Store Development Agreement ("SDA"), the total initial investment ranges disclosed above will apply for each type of Pollo Campero® restaurant you are required to open under your SDA.

This disclosure document summarizes certain provisions of your Franchise Agreement ("FA"), SDA 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, Campero USA Corp 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 Travis Edmondson at (972) 770-2800, Lincoln Centre Tower II, Suite 950, 5420 Lyndon B Johnson Freeway, Dallas, Texas 75240-6222.

The terms of your contract will govern your franchise relationship. Do not 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 ("FTC"). 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.

Issue Date April 1, 2013

**Campero USA Corp Franchise
Disclosure Document**

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 INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit G for information about Campero USA Corp , 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 AND STORE DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION IN FLORIDA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE IN FLORIDA THAN IN YOUR OWN STATE

2 OUR AUDITED FINANCIAL STATEMENTS SHOW THAT AS OF DECEMBER 31, 2012 WE HAD A WORKING CAPITAL DEFICIENCY OF \$2,116,753 AND A STOCKHOLDER'S DEFICIT OF \$1,753,484 AND THAT DURING THE TWELVE MONTHS ENDED DECEMBER 31, 2012 WE HAD A NET LOSS FROM OPERATIONS OF \$5,839,119

3 THE FRANCHISE AGREEMENT AND THE STORE DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS. THESE LAWS MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS

4 THE FRANCHISOR AND ITS AFFILIATES MAY ESTABLISH OTHER FRANCHISES, COMPANY OWNED OUTLETS OR OTHER CHANNELS OF DISTRIBUTION, AND MAY SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARKS, IN COMPETITION WITH THE FRANCHISE

5 THE FRANCHISOR IS DEPENDENT ON ITS PARENT COMPANY, CAMPERO, INC , FOR FINANCIAL SUPPORT, AND CAMPERO INC IS DEPENDENT ON AN AFFILIATE, CAMPERO INTERNATIONAL LTD , FOR FINANCIAL SUPPORT. NO AUDITED FINANCIAL STATEMENTS SHOWING THE FINANCIAL CONDITION OF THE PARENT OR ANY AFFILIATE WILL BE AVAILABLE FOR REVIEW BY THE FRANCHISEE BEFORE THE FRANCHISE IS PURCHASED. PLEASE REFER TO THE MARCH 8, 2013 REPORT OF AUDITORS (LAST PARAGRAPH) AND NOTE 1 TO THE FRANCHISOR'S DECEMBER 31, 2012 AUDITED FINANCIAL STATEMENTS ATTACHED AS AN EXHIBIT TO THIS DISCLOSURE DOCUMENT FOR MORE INFORMATION

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