

FRANCHISE DISCLOSURE DOCUMENT



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Department of
Business Oversight

CAMPERO USA CORP.

A Florida corporation
12404 Park Central Drive, Suite 250
Dallas, Texas 75251-1803
(972) 770 - 2800
www.camperousa.com

Campero USA Corp. ("CUSA") offers Pollo Campero® franchises that are retail food businesses selling uniquely flavored Pollo Campero® chicken products.

The total investment necessary to begin operation of one Pollo Campero® franchised restaurant is: (i) \$1,669,400 to \$1,973,350 for a Freestanding outlet; (ii) \$1,013,750 to \$1,249,800 for an Inline outlet; and (iii) \$432,421 to \$1,186,000 for an Express outlet. This includes \$40,000 that must be paid to CUSA or its affiliate(s).

You must sign the Pollo Campero® Area Development Agreement ("ADA") even if you are only developing one Pollo Campero® franchised restaurant. You will pay CUSA an initial franchise fee equal to \$40,000 multiplied by the number of Pollo Campero® franchised outlets you are required to open under your ADA. The total initial investment to begin operation of the ADA is: (i) \$1,669,400 (for the development of one Freestanding outlet) to \$19,733,500 (for the development of ten Freestanding outlets); (ii) \$1,013,750 (for the development of one Inline outlet) to \$12,498,000 (for the development of ten Inline outlets); and (iii) \$432,421 (for the development of one Express outlet) to \$11,860,000 (for the development of ten Express outlets). This includes (i) \$40,000 (for a single outlet ADA) that must be paid to CUSA or its affiliate(s); and (ii) \$400,000 (for a ten outlet ADA) that must be paid to CUSA or its affiliate(s).

This disclosure document summarizes certain provisions of your Franchise Agreement ("FA"), ADA 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 Luis Javier Rodas or Blas Escarcega, Jr. at [\(972\) 770-2800](tel:9727702800) 12404 Park Central Drive, Suite 250, Dallas, Texas 75251-1803.

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.

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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 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 AREA 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. 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.

3. THE AUDITOR'S REPORT ON THE FRANCHISOR'S FINANCIAL STATEMENTS STATE THAT THE FRANCHISOR HAD A NET LOSS, ACCUMULATED DEFICIT, WORKING CAPITAL DEFICIT AND NEGATIVE CASH FLOWS FROM OPERATIONS. THE FRANCHISOR'S ABILITY TO CONTINUE OPERATIONS IS DEPENDENT ON THE PARENT'S WILLINGNESS AND ABILITY TO CONTINUE TO PROVIDE CAPITAL TO THE FRANCHISOR. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.

4. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

5. THE AUDITOR'S REPORT ON THE FRANCHISOR'S FINANCIAL STATEMENTS EXPRESSES SUBSTANTIAL DOUBT ABOUT THE FRANCHISOR'S ABILITY TO REMAIN IN BUSINESS. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.

6. 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 be sure to do your own investigation of the franchise.

[State Effective Dates are listed on the next page.]

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