

**FRANCHISE DISCLOSURE DOCUMENT**

RPM SUMMIT GROUP, LLC

A Nevada limited liability company

770 Mays Boulevard, #5400

Incline Village, Nevada 89450

(775) 544-9527

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RPM Summit Group, LLC, a Nevada limited liability company, offers franchises for the operation of Rocket Fizz retail stores ("Rocket Fizz Shops") that offer unique, old-fashioned sodas, cutting edge new-to-market beverages, energy drinks, hard-to-find candy brands, other confections, and novelty items for sale to the general public under the trade name "Rocket Fizz". We offer the rights for 2 different franchises in this Disclosure Document:

**Single Shop Program.** Under the Single Rocket Fizz Shop Program, you will sign a Franchise Agreement to operate a single Rocket Fizz Shop. The total investment necessary to begin operations of a single Rocket Fizz Shop ranges from approximately \$126,400 to \$307,500. This includes between \$86,000 to \$119,000 that must be paid to us or our affiliates.

**Area Development Program.** Under the Area Development Program, we assign a defined area within which you must develop and open 2 or more Rocket Fizz Shops within a specified period of time. The total investment necessary to begin operations of 2 or 3 Rocket Fizz Shops under an Area Development Agreement ranges from approximately \$148,400 to \$340,500. This includes between \$106,000 to \$149,000 that must be paid to us or our affiliates.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments 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 Richard Shane at 770 Mays Boulevard, #5400, Incline Village, Nevada 89450; Telephone (650) 315-4882, and e-mail [rich@rocketfizz.com](mailto:rich@rocketfizz.com).

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 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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS APRIL 13, 2017

## 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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on Exhibit K 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 THIS FRANCHISE, 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 RPM SUMMIT GROUP, LLC BY MEDIATION AND LITIGATION ONLY A COUNTY IN NEVADA IN WHICH RPM SUMMIT GROUP, LLC HAS A PRINCIPAL PLACE OF BUSINESS. OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO PARTICIPATE IN MEDIATION AND LITIGATION WITH RPM SUMMIT GROUP, LLC IN NEVADA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT NEVADA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. SPOUSES AND FAMILY MEMBERS OF FRANCHISEE MUST SIGN A PERSONAL GUARANTEE PLACING THEIR PERSONAL AND MARITAL ASSETS 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 represents us, not you. We may 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.

SEE THE NEXT PAGE FOR STATE EFFECTIVE DATES

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