


FRANCHISE DISCLOSURE DOCUMENT

	<p>Roy Rogers Franchise Company, LLC A Maryland limited liability company 321 Ballenger Center Drive, Suite 201 Frederick, Maryland 21703 (301) 695-5051 www.royrogersrestaurants.com franchise@royrogersrestaurants.com https://www.facebook.com/roy.restaurants?ref=ts https://twitter.com/roysrestaurants http://www.youtube.com/royrogersrestaurants</p> <p>(as of June 1, 2013, our address will be 4991 New Design Road, Suite 109, Frederick, MD 21703)</p>
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The franchisee will operate a quick service restaurant business which specializes in the sale of roast beef sandwiches, on-the-bone fried chicken, a variety of other hamburgers and sandwiches, side orders, desserts, breakfast items, soft drinks and beverage items, and special limited-time offer menus for on-premises, “drive-thru” and carry-out consumption (a “**Roy Rogers Restaurant**”).

The total investment necessary to begin operation of a Roy Rogers Restaurant ranges from \$1,255,250 to \$1,410,450 for a newly constructed Roy Rogers Restaurant, and \$888,750 to \$1,221,750 for the conversion of an existing restaurant to a Roy Rogers Restaurant. This includes \$30,000 that must be paid to the franchisor or affiliate.

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, the franchisor or an affiliate in connection with the proposed franchised 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 Karyn Ager at 321 Ballenger Center Drive, Suite 201, Frederick, Maryland 21703, and (301) 695-5051.

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: March 27, 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 THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit C** 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 THE FRANCHISEE TO LITIGATE ONLY IN THE STATE IN WHICH THE FRANCHISOR MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS. THE FRANCHISOR IS CURRENTLY LOCATED IN MARYLAND. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH THE FRANCHISOR IN ITS STATE THAN IN YOUR HOME STATE.
- *2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF MARYLAND 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. YOU ARE GRANTED A TERRITORY UNDER THE FRANCHISE AGREEMENT WITHIN WHICH WE WILL NOT OPERATE ANOTHER ROY ROGERS RESTAURANT. HOWEVER, THERE ARE CERTAIN CIRCUMSTANCES IN WHICH WE MAY SELL PRODUCTS AND OPERATE RESTAURANTS WITHIN THE TERRITORY. SEE ITEM 12 FOR DETAILS.
- *4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

* Local law may supersede these franchise agreement provisions. Certain states require the superseding provisions to appear in an addendum in this disclosure document (see Exhibits J and K).

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require 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 in the following states with the following effective dates:

STATES	EFFECTIVE DATE
Maryland	April 4, 2013
New York	April 12, 2013
Virginia	April 15, 2013

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