

FRANCHISE DISCLOSURE DOCUMENT

La Rosa, S.A., Inc., an Iowa corporation
2214 East 11th Street
Davenport, Iowa 52803
Phone: (563) 322-4242 Fax: (563) 322-4345
Email: k_quijas@msn.com
Web: rudystacosqc.com



A franchisee will establish and operate a single restaurant under the name "Rudy's Tacos" specializing in serving Mexican food in a family-style setting and utilizing the system which features, without limitation, uniform and distinctive methods for preparation, display, service, and advertising of Mexican food and related items; interior and exterior color and design schemes, furnishings, and other identifying characteristics; specifications and procedures for installation of equipment and fixtures; standards and specifications for inventory, preparation of food, and supplies; and training procedures relating to the preparation, display, and service of Mexican food; all of which may be changed, improved, and further developed by franchisor from time to time.

The total initial investment necessary to begin operation of a Rudy's Tacos franchise is \$250,000 - \$463,000. This amount includes \$20,000 that must be paid to Franchisor.

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 franchise sale. **Note, however, that no governmental agency has verified the information in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in a different format, contact Kevin Quijas at 2214 East 11th Street, Davenport, Iowa 52803, (563) 322-4242.

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.

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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 THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit F 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 YOU 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 YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY AT THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) NEAREST TO US, WHICH CURRENTLY IS LOCATED IN CHICAGO, ILLINOIS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN ILLINOIS THAN IN YOUR STATE.
2. THE FRANCHISE AGREEMENT STATES THAT ILLINOIS LAW GOVERNS THAT AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date(s): Illinois, May 25, 2010

Rudy's Taco's
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