

FRANCHISE DISCLOSURE DOCUMENT

Smoke's Poutinerie US Franchising Inc.
85 Kingston Road East, Unit #5
Ajax, Ontario, Canada L1S 7J4
(905) 427-4444
www.smokespoutinerie.com
franchises@smokespoutinerie.com



We grant you the right to operate a SMOKE'S POUTINERIE® Restaurant. Your Restaurant will offer poutine, French fries and other food and beverage related products. We also may develop or grant to qualified individuals the right to open multiple SMOKE'S POUTINERIE Restaurants under an Area Development Agreement.

The total investment necessary to begin operation of a SMOKE'S POUTINERIE franchised business is \$316,350 to \$536,950. This includes \$30,000-\$70,000 that must be paid to franchisor or its affiliates.

We offer to qualified individuals the right to develop multiple SMOKE'S POUTINERIE Restaurants under an Area Development Agreement. The total investment necessary to begin operation of a SMOKE'S POUTINERIE area development business is \$336,350 to \$576,950. This includes \$50,000 to \$70,000 that must be paid to franchisor or its affiliates. The total investment necessary to begin operation of a SMOKE'S POUTINERIE area development business will be the same as the investment needed to operate a SMOKE'S POUTINERIE franchised business, provided you also will be required to pay a one-time Area Development Fee. The Area Development Fee will depend on the number of franchised businesses you agree to open. If you sign an Area Development Agreement, you must develop a minimum of three Restaurants.

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 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 Mark Cunningham or Ryan Smolkin at 85 Kingston Road East, Unit #5, Ajax, Ontario, Canada L1S7J4; (905) 427-4444.

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, DC 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 A 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 AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION AND ARBITRATION ONLY IN BUFFALO, NEW YORK. OUT OF STATE LITIGATION/ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE/ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENTS STATE THAT THE LAWS OF NEW YORK GOVERN THE AGREEMENTS. NEW YORK LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISOR'S FINANCIAL CONDITION AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21) CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Registration States Effective Dates: See following page.

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