

FRANCHISE DISCLOSURE DOCUMENT  
**THE SPICE & TEA EXCHANGE FRANCHISING, LLC**

A Florida Limited Liability Company

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THE SPICE & TEA EXCHANGE® Stores are retail stores that sell spices, herbs, teas, spice blends, rubs, and related products and accessories we may designate or approve. The franchises offered are for the operation of a Unit Franchise or an Area Development Business. Unit Franchises operate individual THE SPICE & TEA EXCHANGE® Stores. Area Development franchises develops and operates multiple THE SPICE & TEA EXCHANGE® Stores.

The total initial investment necessary to begin operation of a Unit Franchise under the TSTE Managed Build-Out Option ranges from \$168,900 to \$270,400. This includes \$154,900 to \$186,900 plus \$10,000 for each additional THE SPICE & TEA EXCHANGE® Store that you agree to develop that must be paid to the franchisor or affiliates. The total initial investment necessary to begin operation of a Unit Franchise under the Build-Out Manual Option ranges from \$145,600 to \$276,400. This includes \$103,900 to \$118,900 plus \$10,000 for each additional THE SPICE & TEA EXCHANGE® Store you agree to develop that must be paid to the franchisor or affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and Area Development 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 payments to the franchisor or an affiliate in connection with the proposed franchise sale or area development rights sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure documents in another format that is more convenient for you. To discuss the availability of disclosures in different format, contact the Franchise Administration Department, Attn: Amy Freeman 2708 Alt 19 North Suite 601 Palm Harbor, Florida 34638; 727-424-4341 [franchising@spiceandtea.com](mailto:franchising@spiceandtea.com).

The terms of your contract your Franchise Agreement or Area Development Agreement 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 in this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. 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, N.W., Washington, D.C. 20580. You can also visit the FTC 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 be other laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: April 10, 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 "L" 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 AND AREA DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN HILLSBOROUGH COUNTY OR PINELLAS COUNTY, FLORIDA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW.

4. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

We 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.

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

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