

FRANCHISE DISCLOSURE DOCUMENT



The Toasted Yolk Franchise Company, LLC
a Texas limited liability company
15135 North Freeway, Suite 600
Houston, Texas 77090
936.827.4692
thetoastedyolk@yahoo.com
www.thetoastedyolk.com

You will operate a casual restaurant that features an all-day breakfast, lunch, and brunch menu, and dine-in, take-out and off-site catering services, under the trade name and service mark “The Toasted Yolk™.” Your restaurant also may serve beer and wine, if permitted by law in the jurisdiction where it is located.

The total investment necessary to begin operation of a THE TOASTED YOLK CAFE franchise ranges from \$505,900 to \$1,042,600. This includes \$45,000 that must be paid to the franchisor or its affiliate(s). If you are acquiring development rights under a development program, you will sign our development agreement and pay us a development fee equal to \$45,000 for the first restaurant, plus \$18,000 for each additional restaurant to be developed under the development agreement.

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 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 Chris Milton, 15135 North Freeway, Suite 600, Houston, Texas 77090, thetoastedyolk@yahoo.com, or 936.827.4692.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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.

Date of Issuance: January 29, 2016

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 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 DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN TEXAS. 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 TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT TEXAS LAW 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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**THE TOASTED YOLK FRANCHISE COMPANY, LLC
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EXHIBITS

- Exhibit A Financial Statements
- Exhibit B Development Agreement with all Attachments
- Exhibit C Franchise Agreement with all Attachments
- Exhibit D List of Current Franchisees and List of Former Franchisees
- Exhibit E Table of Contents of Manual
- Exhibit F List of State Administrators
- Exhibit G Agents for Service of Process
- Exhibit H Receipts

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