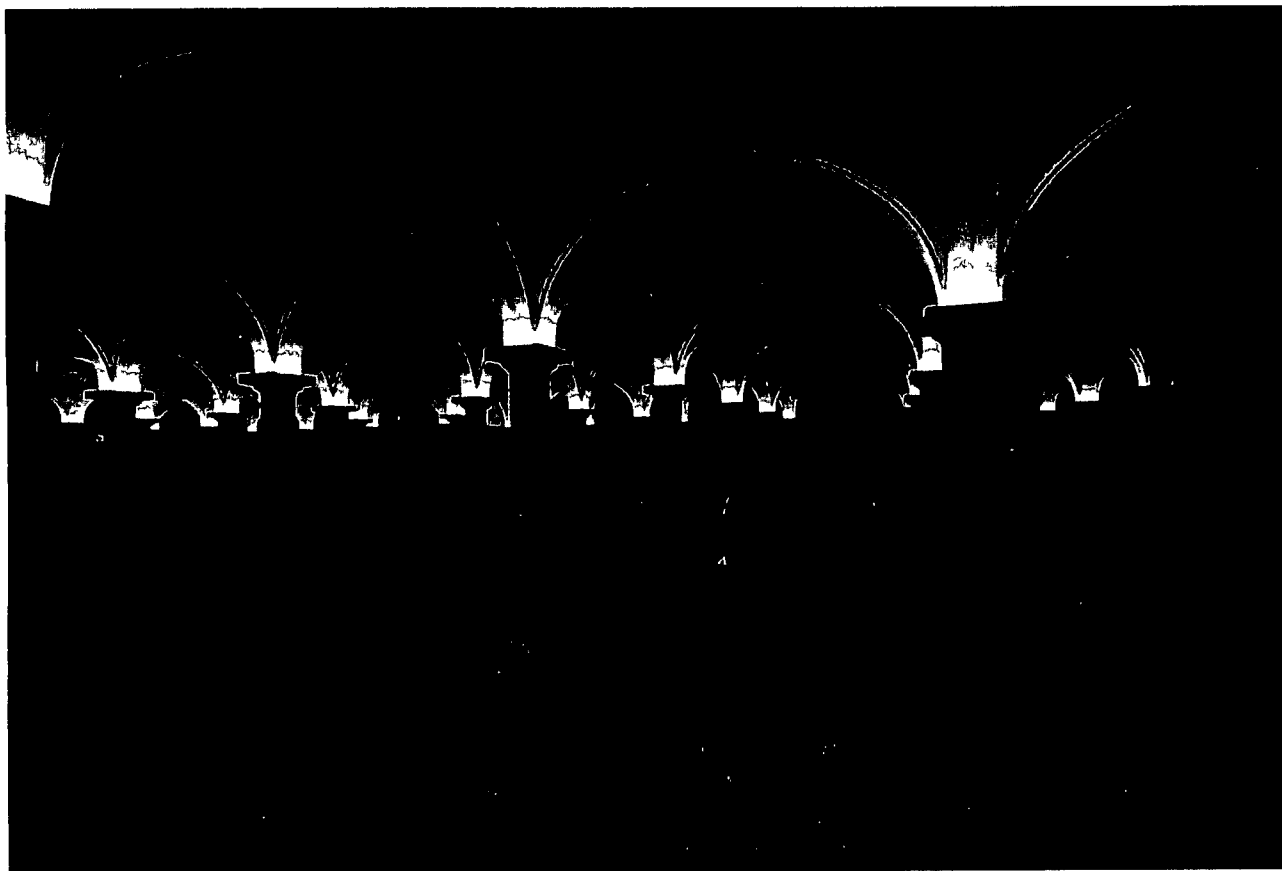


CRESCENDO USA, LLC
FRANCHISE DISCLOSURE DOCUMENT



VOM FASS® OILS
VINEGARS SPICES



FRANCHISE DISCLOSURE DOCUMENT

Crescendo USA, LLC,
A Wisconsin limited liability company
3248 University Avenue
Madison, WI 53705
(715) 213-3888

franchiseinfo@crescendo-usa.com
www.crescendoinfo-world.com

We offer franchises for operation of Vom Fass® Oils Vinegars Spices businesses selling vinegars and oils from bulk amphora that allow customers to sample the products prior to purchase as well as spices sold in bulk and cosmetic products

The total investment necessary to begin operation of Vom Fass® Oils Vinegars Spices retail store franchise is between \$95,500 and \$440,000 (not including real estate) This includes between \$99,500 and \$206,500 that must be paid to the franchisor or affiliate, directly from you or through your lender, in the case you receive financing The total investment necessary to begin operation of a Vom Fass® Oils Vinegars Spices shop-in-shop franchise is between \$63,000 and \$261,000 (not including real estate) This includes between \$66,500 and \$147,500 that must be paid to the franchisor or affiliate, directly from you or through your lender, in the case you receive financing If you sign a development agreement, in addition to the total investment for each Vom Fass® Oils Vinegars Spices retail store developed under the development agreement, the total investment necessary to begin operation of your business is from \$50,000 to \$70,000, all of which must be paid to us.

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 or grant **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 Crescendo USA, LLC at 3248 University Avenue, Madison, WI 53705 and (608) 204-9488

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: April 20, 2013, as amended July 18, 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 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN MILWAUKEE, WISCONSIN. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN MILWAUKEE, WISCONSIN, THAN IN YOUR OWN STATE.
- 2 FAMILY MEMBERS OF FRANCHISEES MUST SIGN NON-COMPETE AND CONFIDENTIALITY AGREEMENTS WHICH MAY PLACE THEIR PERSONAL ASSETS AT RISK.
- 3 THERE MAY BE OTHER RISKS CONCERNING THIS 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 this franchise.

Effective Date See the next page for state effective dates

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