

APR 19 2012

FRANCHISE DISCLOSURE DOCUMENT



Xpresso Delight Mountain Pacific LLC
A Nevada Limited Liability Company
5023 Emerald Island Drive
Carrara, Queensland 4211, Australia
011-61-414-745-155
011-61-414-669-101
paul@xpressodelight.com.au
stephen.spitz@xpressodelight.com.au
www.xpressodelight.com

The area representative franchisee will operate a business that solicits and pre-qualifies prospective franchisees and services franchisees that operate Xpresso Delight™ businesses under franchise agreements with Xpresso Delight Mountain Pacific LLC. The area representative franchisee will also operate an Xpresso Delight franchised business that provides espresso and other coffee systems to offices and other workplaces.

The total investment necessary to begin operation of an Xpresso Delight area representative business is between \$316,000 and \$345,000. This includes \$254,000 that must be paid to the franchisor or its affiliates.

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 us at 5023 Emerald Island Drive, Carrara 4211, Queensland Australia, 011-61-414-745-155 or 011-61-414-669-101.

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.

The date of issuance of this Franchise Disclosure Document is April 12, 2012.

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 FRANCHISOR OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit D 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 AREA REPRESENTATIVE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION OR ARBITRATION ONLY IN THE PLACE WHERE OUR PRINCIPAL BUSINESS OFFICE IS LOCATED. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS-FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR ARBITRATE WITH US IN THE PLACE WHERE OUR PRINCIPAL BUSINESS OFFICE IS LOCATED THAN YOUR HOME STATE.
2. THE AREA REPRESENTATIVE AGREEMENT STATES THAT NEVADA 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. IF WE TERMINATE THE AREA REPRESENTATIVE AGREEMENT FOR CAUSE BEFORE THE EXPIRATION OF ITS INITIAL TERM, YOU MUST PAY US LIQUIDATED DAMAGES FOR OUR LOSS OF THE BENEFIT OF THE BARGAIN WE ARE ENTITLED TO RECEIVE. THESE LIQUIDATED DAMAGES ARE INSTEAD OF, AND NOT IN ADDITION TO, THE ACTUAL DAMAGES WE SUFFER. AS A RESULT, OUR AGREEMENT TO ACCEPT LIQUIDATED DAMAGES MAY BE A BENEFIT TO YOU.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

This disclosure document is effective in certain states on the dates listed in Attachment 1, on the following page.

ATTACHMENT 1

The effective dates of registration of this Disclosure Document, or the dates of exemption from registration, in the states listed below are as follows:

STATE	EFFECTIVE DATE
California	

In all other states, the effective date of this Disclosure Document is the issuance date.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/xpresso-delight>