

FRANCHISE DISCLOSURE DOCUMENT

PURALIMA Franchising LLC
a Minnesota limited liability company
746 Mill Street E
Wayzata, MN 55391
Phone: 952-855-8400
franchise@puralima.com
www.puralima.com



PURALIMA Cantina™ is a system of upscale, fast-casual restaurants featuring exceptional, healthy Latin-themed food and related food products that are made-to-order with fresh, high-quality ingredients and assembled in front of our guests behind a service counter.

The total investment necessary to begin operation of a PURALIMA Cantina™ franchise is \$950,328 to \$1,518,338. This includes \$64,500 that must be paid to the franchisor or an affiliate.

We may also offer you the right to develop three or more restaurants within a specified area during a specified time period. You would then sign an “Area Development Agreement” and pay a development fee equal to \$54,900 multiplied by the number of restaurants you agree to develop. If you pay a development fee, you will not pay an initial franchise fee for each restaurant. Your estimated initial investment will vary based on the number of restaurant franchises to be developed.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 to you. To discuss the availability of disclosures in different forms, contact us at franchise@puralima.com.

The terms of your contract will govern your franchise relationship. Do not 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.

Issuance Date: May 13, 2024, [as amended September 9, 2024](#)

has also been the Executive Chairman of the Board for C&G and SBM since November 2022, and for Stalk & Spade from November 2022 to November 2023. Previously, Mr. Smiley served as the Chief Executive Officer for Crisp & Green LLC from March 2017 to November 2022, for C&G from February 2018 to November 2022, for Stalk & Spade LLC from December 2020 to November 2022, for Stalk & Spade from February 2021 to November 2022, for us and our Parent from September 2021 to November 2022, and for SMB from January 2022 to November 2022. From September 2013 until he became employed as the Chief Executive Officer of Crisp & Green LLC in 2017, Mr. Smiley held the roles of Chief Development Officer and Chief Marketing Officer with Lift Brands, Inc., one of the nation's largest international wellness franchise organizations. Mr. Smiley serves in his present capacities in the Minneapolis, Minnesota area.

~~**Kelly C. Baltes, Chief Executive Officer.** Mr. Baltes has been the Chief Executive Officer for us and our Parent since October 2022. Mr. Baltes has also served as the Chief Executive Officer for C&G, Crisp & Green LLC, and SBM since November 2022, and for Stalk & Spade and Stalk & Spade LLC from October 2022 to November 2023. From July 2018 to June 2020, Mr. Baltes served as President of the Maggiano's Little Italy brand for Brinker International, Inc. in Dallas, Texas. Mr. Baltes was between positions from July 2020 to October 2022. He serves in his present capacities in the Minneapolis, Minnesota area.~~

~~**Meredith Bauer, Chief Legal Officer and Chief Business Officer.** Ms. Bauer has been the Chief Legal Officer and Chief Business Officer for us and our Parent since our inception in September 2021. Ms. Bauer has also served as the Chief Legal Officer and Chief Business Officer for C&G and Crisp & Green LLC since April 2021, for SBM since January 2022, and for Stalk & Spade and Stalk & Spade LLC from April 2021 to November 2023. From July 2017 through April 2021, Ms. Bauer was an Attorney with EntrePartner Law Firm, PLLC, a law firm in Minneapolis, Minnesota. Before that time, Ms. Bauer served as the General Counsel of Self Esteem Brands, LLC, the parent company to the Anytime Fitness and Waxing the City brands in Woodbury, Minnesota, from October 2012 to June 2017. Ms. Bauer serves in her present capacities in the Minneapolis, Minnesota area.~~

Haley Gates, Chief People Officer. Ms. Gates is our Chief People Officer, and has been since our inception in September 2021. She has also served as Chief People Officer for C&G and Crisp & Green LLC since July 2021, for SBM since January 2022, and for Stalk & Spade and Stalk & Spade LLC from July 2021 to November 2023. Prior to that, Ms. Gates served as the Executive Director of Stalk & Spade from its inception in February 2021 to July 2021. Prior to that, she was Director of Talent for C&G from June 2018 to February 2021, focusing on company culture and recruiting from the Executive level to part-time operational roles. Ms. Gates serves in her present capacities in the Minneapolis, Minnesota area.

Bill Fairbanks, Chief Culinary Officer. Mr. Fairbanks has served as the Chief Culinary Officer for us and our Parent since September 2021, for C&G and Crisp & Green LLC since September 2021, for SBM since January 2022, and for Stalk & Spade and Stalk & Spade LLC from September 2021 to November 2023. Prior to that he served as Executive Chef for C&G from February 2018 to September 2021 and for Crisp & Green LLC from April 2016 to September 2021, both in Wayzata, Minnesota. Mr. Fairbanks has also served as the President of Barrio, a restaurant chain in the Twin Cities, Minnesota, since April 2018. Mr. Fairbanks serves in his present capacities in the Minneapolis, Minnesota area.

Travis Moe, Chief Restaurant Officer. Mr. Moe has been the Chief Restaurant Officer for us and our Parent since April 2022. He also has served as the Chief Restaurant Officer for C&G, Crisp & Green LLC, and SBM since April 2022, and for Stalk & Spade and Stalk & Spade LLC from April 2022 to November 2023. Prior to that, he was C&G's Director of Franchise Support from July 2021 to April 2022 and C&G's Director Operations from November 2018 to July 2021. Mr. Moe previously worked for Chipotle from 2000 through 2017. During his tenure with Chipotle, he served in many roles including General Manager, Regional Training Consultant, Team Leader/Area Manager, and Team Director. Mr.

**ADDENDUM TO PURALIMA FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII**

The following is added to the Cover Page:

~~THIS THESE~~ FRANCHISES WILL BE/~~HAS HAVE~~ BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF ~~COMMERCE AND CONSUMER AFFAIRS REGULATORY AGENCIES~~ OR A FINDING BY THE DIRECTOR OF ~~COMMERCE AND CONSUMER AFFAIRS REGULATORY AGENCIES~~ THAT THE INFORMATION PROVIDED ~~IN THIS FRANCHISE DISCLOSURE DOCUMENT HEREIN~~ IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO ~~YOU THE PROSPECTIVE FRANCHISEE~~, OR SUBFRANCHISOR, AT LEAST SEVEN ~~(7)~~ DAYS PRIOR TO THE EXECUTION BY ~~YOU OR SUBFRANCHISOR THE PROSPECTIVE FRANCHISEE~~ OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN ~~(7)~~ DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY ~~YOU THE FRANCHISEE, OR SUBFRANCHISOR~~, WHICHEVER OCCURS FIRST, A COPY OF THE ~~FRANCHISE DISCLOSURE DOCUMENT OFFERING CIRCULAR~~, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ~~FRANCHISE DISCLOSURE DOCUMENT OFFERING CIRCULAR~~ CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT ~~AND AREA DEVELOPMENT AGREEMENT~~. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH ~~US THE FRANCHISOR AND YOU THE FRANCHISEE~~.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in the FDD on the page entitled, "State Effective Dates".
2. States which have refused, by order or otherwise, to register these Franchises are:

**ADDENDUM TO PURALIMA FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for PURALIMA Cantina for use in the Commonwealth of Virginia shall be amended as follows:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement or area development agreement does not constitute “reasonable cause;” as that term is defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. The “Summary” section of Item 17(t) shall be amended to read:

Only the terms of the Franchise Agreement, Area Development Agreement, and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document, Franchise Agreement, and Area Development Agreement may not be enforceable.

3. No statement, questionnaire, or ~~acknowledgement~~ acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
Minnesota	June 27, 2024, as amended
North Dakota	Pending
South Dakota	May 30, 2024
Wisconsin	May 30, 2024, as amended

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Receipt – Your Copy

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement, and other information in plain English. Read this disclosure document and all agreements carefully.

If PURALIMA Franchising LLC (“we” or “us”) offers you a franchise, we must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If applicable, Iowa law and New York law require us to provide you with this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a franchise or other agreement with, or pay any consideration to, us or an affiliate in connection with the proposed sale. If applicable, Michigan law requires that we provide this disclosure document to you at least 10 business days before the execution of any binding franchise or other agreement with, or the payment of any consideration to, us or an affiliate, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

Issuance date: May 13, 2024, [as amended September 9, 2024](#)

The franchise sellers for this offering of a franchise are Steele Smiley at PURALIMA Franchising LLC, 746 Mill Street E, Wayzata, Minnesota 55391, and _____ (blank completed only if applicable).

We authorize the respective parties identified on Exhibit A to receive service of process for us in the particular state.

I received a disclosure document from PURALIMA Franchising LLC dated May 13, 2024, [as amended September 9, 2024](#), that included the following Exhibits:

- A. List of State Agencies / Agents for Service of Process
- B. Franchise Agreement (including Exhibits and state-specific addenda)
- C. Market Accelerator Program Addendum
- D. Example Letter of Intent
- E. Operations Manual Table of Contents
- F. List of Franchisees
- G. Audited Financial Statements
- H. State-Specific Addenda to the Disclosure Document
- I. State Effective Dates and Receipts

FRANCHISEE (For an Entity)

FRANCHISEE (For an Individual)

Date Received: _____

Date Received: _____

Corp. Name: _____

Signed: _____

State of Incorporation: _____

Print Name: _____

By: _____

Address: _____

Print Name: _____

City: _____

State: _____

Title: _____

Phone: (____) _____

Zip: _____

After signing and dating this receipt, keep it for your own records.

Receipt – To be Signed and Returned to PURALIMA Franchising LLC

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement, and other information in plain English. Read this disclosure document and all agreements carefully.

If PURALIMA Franchising LLC (“we” or “us”) offers you a franchise, we must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. If applicable, Iowa law and New York law require us to provide you with this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a franchise or other agreement with, or pay any consideration to, us or an affiliate in connection with the proposed sale. If applicable, Michigan law requires that we provide this disclosure document to you at least 10 business days before the execution of any binding franchise or other agreement with, or the payment of any consideration to, us or an affiliate, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

Issuance date: May 13, 2024, [as amended September 9, 2024](#)

The franchise sellers for this offering of a franchise are Steele Smiley at PURALIMA Franchising LLC, 746 Mill Street E, Wayzata, Minnesota 55391, and _____ (blank completed only if applicable).

We authorize the respective parties identified on Exhibit A to receive service of process for us in the particular state.

I received a disclosure document from PURALIMA Franchising LLC dated May 13, 2024, [as amended September 9, 2024](#), that included the following Exhibits:

- A. List of State Agencies / Agents for Service of Process
- B. Franchise Agreement (including Exhibits and state-specific addenda)
- C. Market Accelerator Program Addendum
- D. Example Letter of Intent
- E. Operations Manual Table of Contents
- F. List of Franchisees
- G. Audited Financial Statements
- H. State-Specific Addenda to the Disclosure Document
- I. State Effective Dates and Receipts

FRANCHISEE (For an Entity)

FRANCHISEE (For an Individual)

Date Received: _____

Date Received: _____

Corp. Name: _____

Signed: _____

State of Incorporation: _____

Print Name: _____

By: _____

Address: _____

Print Name: _____

City: _____ State: _____

Title: _____

Phone: (____) _____ Zip: _____

After signing and dating this Receipt, return it to us (to the attention of Steele Smiley) by sending the original by overnight carrier or 1st class mail to our address above, or by emailing a scanned copy to franchise@puralima.com.