FRANCHISE DISCLOSURE DOCUMENT

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Champs Chicken Franchising, LLC
A Delaware Limited Liability Company
170 Commerce Drive
Holts Summit, Missouri 65043
(573) 896-2500
shawn.burcham@pfsbrands.com
www.champschicken.com

The franchisee will operate a Champs Chicken® restaurant within an existing business the franchisee operates, like a grocery store or convenience store. The restaurant will offer a wide variety of fried chicken, fried fish, side dishes, breakfast items, and other menu items (the "Products and Services").

The total investment necessary to begin operation of a Champs Chicken franchise within an existing business is $9,000 to $349,000. This includes $4,500 to $130,000 that must be paid to the franchisor or affiliate for the purchase of the products, equipment, supplies and merchandise necessary to open and operate your Champs Chicken Franchise. We do not require the payment of an initial franchise fee.

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 Shawn Burcham at 170 Commerce Drive, Holts Summit, Missouri 65043 and (573) 896-2500.

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: October 7, 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 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 FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. OUR PRINCIPAL PLACE OF BUSINESS IS CURRENTLY IN HOLTS SUMMIT, MISSOURI. 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 WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT DELAWARE 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. WE ARE A DEVELOPMENT STAGE COMPANY WITH A LIMITED FRANCHISE OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING WHETHER TO MAKE THIS INVESTMENT.

4. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $9,000 TO $349,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF JUNE 30 2016, WHICH IS $226,993.

5. 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 the franchise.

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

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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
California	Pending
Illinois	Pending
Indiana	Pending
Michigan	Exempt
Minnesota	Exempt
North Dakota	Pending
South Dakota	Exempt
Virginia	Pending
Washington	Pending
Wisconsin	Exempt

This Franchise Disclosure Document is exempt from the business opportunity laws of the following states, with the following effective dates:

State	Type of Filing	Effective Date
Florida	Annual Filing	Pending
Kentucky	One-Time Filing	October 22, 2013
Nebraska	One-Time Filing	October 25, 2013
Texas	One-Time Filing	October 22, 2013
Utah	Annual Filing	Pending

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EXHIBITS

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The franchisor is Champs Chicken Franchising, LLC, referred to in this disclosure document as "Franchisor", "we," "us," "our," "the "Company," or "Champs Chicken®." We refer to the person interested in buying a franchise as "you" or "your". If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the franchise will apply to your owners. These are addressed in this disclosure document where appropriate.

Our principal business address is 170 Commerce Drive, Holts Summit, Missouri 65043. We are a limited liability company formed in the State of Delaware on September 4, 2013. We do business under our corporate name and under the trade name and trade mark, "Champs Chicken®".

We grant franchises (the "Franchises") for the establishment and operation of Champs Chicken Restaurants featuring a wide variety of fried chicken, fried fish, side dishes, breakfast items, and other menu items (the "Restaurants" or the "Champs Chicken Restaurants").

We do not own or operate Champs Chicken Restaurants, although we reserve the right to do so.

We do not operate, franchise, or have plans to operate or franchise, a business under a different trademark, that is similar to the type of business to be operated by you.

Our agents for service of process in the states that require franchise registration are listed in Exhibit D to this disclosure document.

Parent Company

We do not have a parent company.

Our Affiliates

Our affiliate is Pro Food Systems, Inc., a Missouri corporation, formed on July 13, 1998, and its principal business address is 170 Commerce Drive, Holts Summit, Missouri 65043. We refer to Pro Food Systems, Inc. as "Pro Food Systems."

Pro Food Systems previously offered licenses for outlets that are similar to the type of business to be operated by you. Pro Food Systems currently has 17 licensees who use the Champs Chicken® trademark and who sell the same Products and Services you will offer. Most of these outlets are still in operation and will continue to be in operation for the foreseeable future. Pro Food Systems stopped offering licenses when we began offering franchises, although it retains the right to resume offering licenses.

Pro Food Systems also authorizes outlets to use the "Cooper's Express®" trademarks. These outlets sell goods and services that are similar to the Products and Services you will offer. Pro Food Systems expects to expand the Cooper's Express program. Cooper's Express outlets are generally located within an existing business. They are owned and operated by Pro Food Systems' licensees. Pro Food Systems currently has 17 licensees who use the Cooper's Express® trademark.

Our Predecessor

We do not have a predecessor.

Our Business and the Franchises Offered

Champs Chicken Restaurants offer the food, beverages, merchandise, and miscellaneous items we designate. We refer to these items, collectively, as the "Products and Services." We refer to the combination of the Champs Chicken concept, the Champs Chicken Marks, the Products and Services, and our methods of operating a Restaurant, as the "System."

There are two types of Champs Chicken Restaurants:

1. Business within a Business: Restaurants located within an existing business the franchisee operates, like a grocery store or convenience store ("Business-Within-a-Business Locations" or "BWB Locations"). BWB Locations offer carry-out services, although customers may also dine-in if the Restaurant offers seating areas or other areas to do

2. Freestanding: Restaurants that are freestanding or are developed in a strip mall, shopping center food court, airport, or similar facility. We refer to these locations as "Independent Locations." Independent Locations offer dine-in or carry-out services.

This disclosure document and the Franchise Agreement are for Business-Within-a-Business Locations.

Laws and Regulations

In addition to laws governing businesses generally such as the Americans with Disabilities Act, Federal Wage and Hours Laws, and the Occupation, Health and Safety Act, you should consider that certain aspects of the restaurant business are heavily regulated by federal, state and local laws, rules and ordinances. The U.S. Food and Drug Administration at the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions and restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. Under the Clean Air Act and state implementing laws, certain state and local areas are required to attain, by the applicable statutory guidelines, the national air quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of these laws impose caps on emissions resulting from commercial food preparation. State and local laws, regulations and ordinances vary significantly. You will need to understand and comply with these laws in operating the Restaurant. There may be other laws applicable to your business. We urge you to make further inquiries about these laws.

Competition

The restaurant industry is highly competitive. You will compete with other businesses and restaurants that offer the same type of products and services you offer; as well as other businesses and restaurants that offer food, beverages, products, and services different from those you will offer. These businesses may be connected with national or regional chains, or they may be local businesses.

ITEM 2

BUSINESS EXPERIENCE

President and Chief Executive Officer: Shawn Burcham

Mr. Burcham has served as our President and CEO since we were organized on September 4, 2013. From July 1998 to the present, he has also served as President and CEO of Pro Food Systems.

Company Secretary: Julie Ann Burcham

Ms. Burcham has served as Corporate Secretary of Pro Food Systems since July 1998.

Vice President of Equipment Division: Darrell Hale

Mr. Hale has served as Vice President of Equipment of Pro Food Systems since September 2001.

Vice President of Field Operations: David Yarbrough

Mr. Yarbrough has served as Vice President of Field Operations of Pro Food Systems since January 2009.

Vice President of Human Resources: Carla Dowden

Ms. Dowden has served as Vice President of Human Resources of Pro Food Systems since November 2010.

Vice President of Operations: Brock Blaise

Mr. Blaise has served as Vice President of Operations of Pro Food Systems since January 2015. From July 1995 to December 2014 he served as Operations Manager of Unilever in Jefferson City, Missouri.

Vice President of Business Development: Jamie Long

Mr. Long has served as Vice President of Operations for Pro Food Systems since August 2016. From October 2014 to August 5, 2016, he served as Vice President of Sales of Caster Depot in Wayland, Michigan. From January 2012 to October 2014, he served as Director of Sales for Caster Concepts in Albion, Michigan.

Chief Financial Officer: Trevor D. Monnig

Mr. Monnig has served Chief Financial Officer of Pro Food Systems since September 2014. From 2003 to September 2014, he served as Chief Financial Officer of Midwest Block and Brick, Inc., in Jefferson City, Missouri.

Director of Technology: John Bleidistel

Mr. Bleidistel has served as Director of Technology of Pro Food Systems since February 2009.

Key Account Manager: Brian Harding

Mr. Harding has served as Key Account Manager of Pro Food Systems since October 2008.

Regional Manager: Bryan Davis

Mr. Davis has served as Regional Manager of Pro Food Systems since September 2008.

Regional Manager: Craig Mulcahy

Mr. Mulcahy has served as Regional Manager of Pro Food Systems since January 1, 2016. From March 19, 2014 to December 2015, he was a Territory Manager with Pro Food Systems. From February 2004 to March 13, 2014, he served as Director of Operations of Budget Steakhouse Partners in Columbia, Illinois.

Regional Manager: Tim Sullivan

Mr. Sullivan has served as Regional Manager of Pro Food Systems since February 2012.

National Business Developer: Lori Humphrey

Ms. Humphrey has served as National Business Developer of Pro Food Systems since August 2005.

Regional Business Developer: Eric Vogt

Mr. Vogt has served as Regional Business Developer of Pro Food Systems since November 2015. From July 2013 to May 2015, he served as Senior Sales Manager of Spartan Nash in Grand Rapids, Michigan. From December 2011 to May 2013, he served as District Manager of Smithfield Foods in Chicago, Illinois.

Senior Business Developer: Sean Dolan

Mr. Dolan has served as Senior Business Developer of Pro Food Systems since March 2014. From July 2010 to March 2014, he was Business Developer of Pro Food Systems.

Business Developer: Ken Elders

Mr. Elders has served as Business Developer of Pro Food Systems since May 2010 .

Business Developer: Brian Lee Fuller

Mr. Fuller has served as Senior Business Developer of Pro Food Systems since March 2014. From March 2009 March 2014 he was Business Developer of Pro Food Systems.

Business Developer: Wesley Heinert

Mr. Heinert has served as Business Developer of Pro Food Systems since March 2015. From October 10, 2011 to March 13, 2014, he served as Sales Representative of Missouri River Pages in Perham, Minnesota.

Business Developer: Stephen A. Maremont

Mr. Maremont has served as Business Developer of Pro Food Systems May 11. From January 2012 to May 2015, he served as Business Developer of Bio-Source in Xenia, Ohio.

Business Developer: Bruce Norwood

Mr. Norwood has served as Business Developer of Pro Food Systems since February 18, 2013. From January 6, 2011 to January 14, 2013, he served as Regional Manager of School Innovations & Advocacy in Rancho Cordova, California.

Business Developer: Craig Walth

Mr. Walth has served as Business Developer of Pro Food Systems since June 2014. From June 2009 to July 2013, he was Vice President of Operations of Orio Food Systems in Sioux Falls, South Dakota.

Except as shown above, all positions have been located in Holts Summit, Missouri.

ITEM 3

LITIGATION

We have no litigation required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

We do not charge an initial franchise fee.

Initial Training Fee

We do not charge an initial training fee.

Products, Equipment, Services, Supplies, and Merchandise

You must purchase, license, or otherwise obtain certain products, equipment, services, supplies, and merchandise that you need to develop and open your Restaurant from Pro Food Systems. These items include fryers, batter and breading tables, hot cases, signage, menu boards, point of sale materials, ingredients, packaging, and branded products.

The costs of these items will vary. The factors that determine the costs include the size of your Restaurant, the quality of the items you select, the quantity of items you select, whether you already own restaurant equipment that you may use, the volume of business you anticipate, the size of your refrigeration and storage facilities, and other factors. The costs may range from $4,500 to $130,000.

The payment terms for these items will vary depending on Pro Food Systems' policies, your creditworthiness, the total cost of the item, and other factors. For planning purposes, you should assume that you must pay 50% of the amount owed when you order the item, and the balance before Pro Food Systems ships the item.

Refundability

None of the fees shown in this Item 5 are refundable except in the case of overpayment or similar error.

Variances

The costs of products, equipment, services, supplies, and merchandise will vary for the reasons we describe above. However, we and our affiliates intend to charge similarly-situated franchisees substantially the same prices for the same items they purchase in substantially the same quantities.

Although we have no present intention of varying the fees and costs, we reserve the right to do so. The factors we would consider in deciding whether to vary the fees may include the value of the area where the franchisee intends to develop Restaurants, the franchisee's qualifications, and other factors. If we grant a variance, we will comply with all notice requirements under negotiated sales statutes and rules.

ITEM 6

OTHER FEES

Column 1 Type of Fee (Note 1)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Payment Processing Fee Reimbursement	Approximately $0.14 per payment	Within 10 days of request for payment	*See* Note 2
Collection Charge	The greater of: (i) $100 per delinquent payment; or (ii) our actual costs of collection, plus interest	Within 5 days of request for payment	*See* Note 3 You would pay this amount only if we must collect past-due amounts you owe.
Reimbursement of Franchise Taxes and Similar Taxes	$0 to $2,500 or more per year per jurisdiction	So that we actually receive reimbursement by the end of 10 days after we request it	*See* Note 4
Reimbursement of Relocation Costs	$1,000 to $2,500 or more	So that we actually receive reimbursement by the end of 10 days after we request it	*See* Note 5 Payable only if you relocate your Restaurant.
Equipment; Supplies; Inventory; Proprietary Products	$500 to $50,000	As incurred	*See* Note 6
Approval of Suppliers	$25 to $500 for each supplier and item you request that we approve	So that we actually receive reimbursement by the end of 10 days after we request it	Payable only if you request that we approve a supplier or the items a supplier offers.
Reporting Services	$2,000 to $5,000 a year	As required by supplier	Our reporting service company converts data from your POS System into reports that help determine the best product mix for your Restaurant, profitability, and other matters. Our current reporting service company is MicroSale.
Manager Training	Currently $1,500	So that we actually receive reimbursement by the end of 10 days after we request it	*See* Note 7
Additional Training	Currently $50 to $120 an hour	So that we actually receive reimbursement by the end of 10 days after we request it	*See* Note 8
Indemnification	Varies under circumstances	So that we actually receive reimbursement by the end of 10 days after we request it	You must reimburse us for losses from claims, damage, or lawsuits related to the Franchise Agreement.
Transfer of Franchise	$2,500	On transfer	*See* Note 9
Renovations	Varies under circumstances	As required by supplier	*See* Note 10 You would pay this amount to architects, designers, contractors, decorators, and other suppliers, not to us.

Column 1 Type of Fee(Note 1)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Reimbursement of Training Costs	$3,500	<u>If You Terminate</u>: Together with your notice of termination <u>If We Terminate</u>: So that we actually receive payment by the end of 10 days after we request it	Payable only: (i) if you terminate the Franchise Agreement within one year after the Opening Date of the Restaurant; or (ii) if we terminate the Franchise Agreement within one year after the Opening Date due to your breach.
Liquidated Damages (For Breach of Your Obligations on Termination)	$250 to $1,250 per day multiplied by the number of days you are not in compliance with your obligations on termination	On your breach of your obligations on termination of the Franchise Agreement	*See* Note 11 Your compliance with your obligations on termination of the Franchise Agreement is within your sole control.
Costs and Attorneys' Fees	Varies under circumstances	So that we actually receive reimbursement by the end of 10 days after we request it	You pay these fees only if you breach the Franchise Agreement or if there are other claims related to our relationship.

<u>Explanatory Notes</u>:

1. Unless we note otherwise, we impose and collect all fees, and all fees are payable only to us. All fees are nonrefundable except in the case of overpayment or similar error. All fees are uniformly imposed.

There are no Company-owned Restaurants in the System. There are also no cooperatives. As a result, no Company-owned Restaurants have controlling voting power over any fees any cooperative may impose.

You must pay all fees you are required to pay us: (i) in one lump sum; (ii) by automatic debit or in another manner we may direct; (iii) in United States dollars; and (iv) so that we actually receive the payment by the end of the date the payment is due.

2. If banks, credit card companies, or other payment processors charge us a fee for processing any payment you make to us, you must reimburse us for the amount of the fee. The amount of the fee would depend on factors like the type of process used, the size of the payment, and the processor's costs. For planning purposes, you should assume that the amount of the fee would be approximately $0.14 per payment.

3. If you do not pay us an amount you owe so that we actually receive the payment by the end of the date it is due, you must pay us the amount of the payment, plus (i) a collection charge (the "Collection Charge") equal to the greater of $100 per delinquent payment or our actual costs of collection; plus (ii) interest on the overdue amount at the lesser of 18% per annum (the "Contract Rate") or the highest rate then permitted by applicable law (the "Default Rate").

Our actual costs of collection may vary widely depending on a number of factors, like the amount of time we spend collecting the payment, whether we collect it ourselves or send it to a collection agency or attorney, whether you cooperate with us, and other factors. For planning purposes, you should assume that our costs could range from: (i) approximately $100, if we collect the money ourselves, you pay after a brief conference with us, and you cooperate; to (ii) $2,500 or more, or 50% or more of the amount of the debt, if we have a collection agency or an attorney collect the payment, you do not cooperate, and we engage in legal proceedings.

4. If a governmental authority imposes a tax or charge on us or our affiliates related to fees you are obligated to pay us, the transactions between us, or other aspects of our relationship, you must reimburse us for the amount we pay. This requirement does not require you to reimburse us for federal, state, or local income taxes. The amount of the reimbursement would depend on a number of factors, like the governmental authority (federal, state, or local) that imposes the tax or charge, whether one or more governmental authorities impose it, the governmental authorities' need for revenue, and other factors.

5. You must obtain our prior written consent before you relocate the Restaurant. If we allow you to relocate the Restaurant, you must reimburse us for any costs or expenses we may incur related to the relocation. The amount of the reimbursement would depend on a number of factors, like the number of proposed replacement sites we must evaluate, the thoroughness of the information you provide, whether we must send instructors to train your personnel at the relocated Restaurant, and other factors.

6. The System includes items that we have developed, that are proprietary to us, that we keep secret, or that we designate as meeting our requirements. We refer to these items as "Proprietary Products." You must obtain these items only from us, from our affiliates, from suppliers we designate, from suppliers you select and we approve, or in accordance with our written specifications.

The low end of the range assumes that you already own the equipment you will use in the operation of the Restaurant. This equipment includes fryers, batter and breading tables, hot cases, and various other equipment and smallwares. The high range shown assumes that you must purchase these items.

7. We do not charge you a fee to train a reasonable number of your Managers. If we must train an unreasonable number of Managers, you must pay us our then-current fee.

In determining whether the number of Managers you want us to train is reasonable, we may consider: (i) whether you already have the number of Managers that we require; (ii) the volume of business of your Restaurant; (iii) the reliability of your existing Managers; (iv) the skills of your existing Managers; (v) your Manager turnover; and (vi) other factors.

8. We may develop additional training that we believe would benefit the System. We refer to this training as the "Additional Training." If we develop Additional Training, we will charge you a reasonable fee for providing it; however, the fee will not exceed our costs of developing and conducting the Additional Training, including our costs to attend the training.

We will list the current price for Additional Training in the Operations Manual. The price for Additional Training will vary substantially depending on: (i) the expertise the training requires; (ii) the length of the training; (iii) the place where we provide the training; (iv) the means of delivery (in-person, electronically, or in writing); and (v) other factors.

9. The Transfer Fee is for a transfer of the Franchise. It compensates us for: (i) the expenses we incur related to the transfer, like attorneys' fees and costs for the due diligence we undertake and the documentation we prepare; (ii) training and other initial assistance we provide to the transferee; (iii) losses from sub-optimal efficiencies during the initial stages of the transferee's operation of the Franchised Business; and (iv) other costs, expenses, and losses.

10. It is in your best interests, and in the best interests of our other franchisees and the System, that each Champs Chicken Restaurant, including your Restaurant, be clean, up-to-date, well-maintained, and well-appointed. Therefore, you must redesign, refurbish, and remodel (collectively, "Renovate") your Restaurant to conform to: (i) our then-current specifications for Champs Chicken Restaurants; and (ii) our judgment as to the condition, state of repair, and general appearance of your Restaurant compared to the condition, state of repair, and general appearance that we consider desirable.

We will not require you to Renovate your Restaurant more often than one time every five years. We cannot predict, with any degree of accuracy, what your Renovation costs may be. If you must replace your signage, it would include the cost of replacement signage. If you must redecorate the Restaurant and replace your equipment, it would include the costs of redecoration and the equipment you purchase. For planning purposes, you should assume that the costs will range from $1,000 to $25,000. However, if you have more signage than is standard, or if your Restaurant needs substantial Renovations, your costs may be higher.

There is no cap on these amounts: they are dictated entirely by your particular circumstances. Because you have the right to terminate the Franchise Agreement without cause, your decision of whether to Renovate your Restaurant is within your control. If you do not want to Renovate, you may terminate the Franchise Agreement.

11. You must comply with your obligations on termination of the Franchise Agreement. If you do not comply, your noncompliance will dilute the value of the Marks and deprive us of the full value of the System. As a result, if you fail to comply with your obligations on termination of the Franchise Agreement, you must pay us liquidated damages for each day that you are not in compliance.

For most breaches of your obligations on termination, you must pay us $250 per day multiplied by the number of days you are not in compliance.

You must pay us $1,250 per day multiplied by the number of days you are not in compliance if you do not de-identify the Restaurant.

We may adjust the amount of the liquidated damages shown in this Explanatory Note based on the increase, if any, in the Metropolitan Area Consumer Price Index for All Urban Consumers-All Items, published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index.

The amounts shown in this Explanatory Note would apply only if you breach your obligations on termination of the Franchise Agreement. Your compliance with these obligations is within your sole control.

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ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure(Note 1)	Column 2 Amount		Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to Be Made
	Low	High			
Initial Franchise Fee	$0	$0	N/A	N/A	N/A
Real Estate Lease Payments(Note 2)	$0	$0	N/A	N/A	N/A
Architectural and Engineering Fees	$0	$8,500	As Arranged	As Arranged	Architects, Engineers
Construction, Remodeling, and Site Improvements(Note 3)	$0	$145,000	As Arranged	As Arranged	Contractors
Furniture, Fixtures, Equipment, Décor, and Signage(Note 4)	$1,500	$115,000	As Arranged	As Arranged	Pro Food Systems; Other Suppliers
Training: Initial Training Fee	$0	$0	N/A	N/A	N/A
Training Expenses: Wages and Benefit Costs (Note 5)	$1,500	$5,500	As Incurred	During Training	Your Employees; Suppliers of Benefits
Grand Opening Advertising(Note 6)	$0	$5,000	As Incurred	As Arranged	Advertisers
Professional Fees(Note 7)	$0	$5,000	As Incurred	Before Opening	Attorneys, Accountants
Insurance (for One Year)(Note 8)	$0	$13,000	As Arranged	Before Opening	Insurers
Security Deposits, Utility Deposits, Business Licenses, and Other Prepaid Expenses(Note 9)	$0	$4,000	As Arranged	Before Opening	Utilities, Governmental Authorities
Opening Inventory	$3,000	$15,000	As Incurred	As Arranged	Pro Food Systems; Other Suppliers
Project Financing Costs(Note 10)	$0	$3,000	As Arranged	As Incurred	Lenders, Brokers, Attorneys
Additional Funds – 3 Months(Note 11)	$3,000	$30,000	As Incurred	As Incurred	Suppliers, Employees, Tradesmen
Total(Note 12)	**$9,000**	**$349,000**			

Explanatory Notes:

1. Security deposits you pay may be refundable or the supplier may use them to set off amounts you owe, depending on the supplier's policies. Amounts you pay for your supplies and inventory may be refundable, provided the supplies and inventory are in resalable condition, depending on the supplier's policies. For planning purposes, you should assume that none of the expenditures shown are refundable, except in the case of overpayment or similar error.

KCP-4713225.6

Neither we nor any affiliate of ours will finance any part of your initial investment.

2. The figures shown assume that you operate your Restaurant in an existing business of yours. In this situation, you should have no additional real estate rental payments.

3. The costs to construct your Restaurant will vary widely depending on: (i) the condition of the facility where you develop the Restaurant; (ii) the size and configuration of the space; (iii) pre-construction costs, like the costs to remove walls and existing improvements; (iv) the age of the facility; (v) local building and zoning laws; (vi) permitting fees and costs; (vii) construction and labor costs in your area; (viii) special charges collected by building inspectors, fire inspectors, police authorities, and other governmental authorities, and by labor unions; and (ix) the cost of materials in your area.

The low range shown in the table assumes that the space is already properly configured and needs no construction. The high range shown assumes that you must construct the interior of your Restaurant from empty shell space in which you have flexibility over the use of the space.

4. You must purchase or lease all furniture, fixtures, equipment, décor, and signage you will need to operate the Restaurant. These items include: (i) a fryer; (ii) other cooking and holding equipment; (iii) exhaust equipment; (iv) fire suppression equipment; (v) grease removal equipment and other environmental-protection equipment; (vi) a breading and batter table; (vii) a hot case; (viii) freezers and refrigeration equipment; (ix) tables, sinks, shelving, and racks; (x) cabinets and counters; (xi) utensils and smallwares; (xii) interior and exterior signage; (xiii) menu boards; (xiv) a computer system and electronic cash register system; (xv) office supplies; and (xvi) other items.

The costs of your furniture, fixtures, equipment, décor, and signage will vary widely depending on the size of your Restaurant, the configuration of your Restaurant, the availability of used items, general economic conditions, your ability to negotiate with the vendor, and other factors. We will provide you with a list of the furniture, fixtures, equipment, décor, and signage you will need to operate your Restaurant.

The low range shown in the table assumes that: (i) you do not have dine-in seating; (ii) you already have a computer system and electronic cash register system in your existing business; (iii) you lease the other equipment that you need; and (iv) you purchase your signage.

The high range assumes that: (i) you have limited dine-in seating; and (ii) you purchase your equipment and signage, including a computer system and electronic cash register system.

5. This amount includes the wage and benefit costs of the personnel who attend our training. These costs will vary depending on the number of personnel you send, the amount you pay them, and the benefits you provide.

6. We do not require you to conduct grand opening advertising. The low range shown in the table assumes that you do not conduct any grand opening advertising. The high range assumes that you conduct limited grand opening advertising.

7. The low range shown in the table assumes that: (i) you do not use an attorney to review the Franchise Agreement or this Disclosure Document, and you do not have any construction contracts to review; (ii) you add your Restaurant to your existing accounting systems; and (iii) your existing accountant processes your payroll and does your bookkeeping as a part of the payroll and bookkeeping for your existing business without payment of any additional fee.

The high range shown assumes that: (i) you engage legal counsel to review the Franchise Agreement, this Disclosure Document, and your construction contracts; (ii) your existing accountant adds your Restaurant to your existing accounting systems for a minimal additional fee; and (iii) your existing accountant processes your payroll and does your bookkeeping as a part of the payroll and bookkeeping for your existing business for a minimal additional fee.

Your legal fees will vary for many reasons, including: (i) whether you conduct lease and other negotiations yourself, or whether you have your counsel do so; (ii) your counsel's skill and experience; (iii) the prevailing rate for attorneys in your area; and (iv) other factors.

8. You must have the following insurance coverages:

Type of Coverage	Amount
Commercial General Liability	$1 million per occurrence and $2 million in the aggregate
Automobile Liability, for Owned, Non-Owned, and Hired Vehicles	$1 million per claim, including bodily injury and property damage
Workers' Compensation and Employer's Liability	$500,000 per accident $500,000 disease per employee with a policy limit of $500,000 in the aggregate
Unemployment Compensation, Disability, Social Security, and other insurance required by law	As prescribed by law

The low range shown in the table assumes that your Restaurant falls within the coverage your existing policies provide. The high range shown is your estimated annual premium for the insurance described in the table for one full year after you purchase the policies.

9. These costs include deposits for utilities, prepaid expenses, and other miscellaneous deposits and prepaid costs you may incur.

10. Project financing costs will include legal fees, loan fees, interest, and other costs, on any debt you incur to finance the development, opening, and initial operation of your Restaurant. These costs may vary widely depending on the amount you borrow, the length of time between the time you receive disbursements of your loan proceeds and the time you open your Restaurant for business, and other factors.

11. These are estimates of the funds you will need for the typical Restaurant's first three months of operation. The figures include costs of performing background checks, hiring employees, payroll costs, health insurance costs, purchasing miscellaneous goods and services, and additional amounts you will spend during the first three months of operation. They do not include any draw or salary by your owners unless they are acting in the capacity of a Restaurant Manager. These amounts may vary widely depending on the number of employees you have, the rates you pay your employees, your costs of insuring your employees, and similar variables.

In compiling the figures for Additional Funds, we relied on the experience of our officers in the development, opening, and operation of Champs Chicken restaurants.

12. Except for the amounts for insurance, the amounts shown in the table are for your startup and first three months of operation only. The amounts for insurance are for one full year after you purchase the policy.

All amounts are estimates only and are likely to vary widely for many reasons, including: (i) the size of your Restaurant; (ii) where you locate your Restaurant; (iii) national, regional, and local economic conditions; (iv) regulatory costs that government authorities impose; (v) the capabilities of your management team; (vi) your business experience and acumen; (vii) the revenues your Restaurant generates during the initial period; and (viii) other factors.

Most costs and expenses listed in this Item 7 are not within our control. They are affected more by national, regional, and local economic conditions than by our actions. You should review these estimates carefully with your attorney, accountant, and other business advisors before you make any decision to enter into the Franchise Agreement with us. You should also prepare a set of estimates of your own. Your estimates should accurately account for your particular circumstances.

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ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Your Obligation to Purchase or Lease Items

We and our franchisees have an interest in protecting the quality and integrity of the System. To protect our common interests, we place restrictions on the goods and services you purchase, and on the sources from which you purchase them.

Good or Service We Require You to Purchase or Lease from Us, Our Designee, Suppliers We Approve, or Under Our Specifications	Whether We or Our Affiliate are an Approved Supplier or the Only Approved Supplier of the Good or Service	Whether an Officer of Ours Owns an Interest in the Supplier
Real Estate	Not a supplier	No
Development of Restaurant: Construction, Remodeling, and Site Improvements	Not a supplier	No
Building Materials, Finishes, Systems	Not a supplier	No
Proprietary Products: Food Preparation Equipment	Only approved supplier	Yes[Note 1]
Proprietary Products: Cooking Equipment	Only approved supplier	Yes[Note 1]
Proprietary Products: Hot Food Cases	Only approved supplier	Yes[Note 1]
Other Equipment	An approved supplier	Yes[Note 1]
Interior Signage	An approved supplier	Yes[Note 1]
Exterior Signage	An approved supplier	Yes[Note 1]
Furniture, Fixtures, and Décor	An approved supplier	Yes[Note 1]
Point of Sale System	An approved supplier	Yes[Note 1]
Computer Hardware and Software	An approved supplier	Yes[Note 1]
Proprietary Products: Food Inventory	Only approved supplier	Yes[Note 1]
Proprietary Products: Branded Packaging	Only approved supplier	Yes[Note 1]
Other Supplies and Inventory	An approved supplier	Yes[Note 1]
Uniforms	An approved supplier	Yes[Note 1]
Wearables, Novelties, Related Items	An approved supplier	Yes[Note 1]
Insurance	Not a supplier	No
Marketing Materials	An approved supplier	Yes[Note 1]

Explanatory Note:

1. Our affiliate Pro Food Systems is an approved supplier or the only approved supplier of the item shown. Our officers Shawn Burcham and Julie Burcham own an interest in Pro Food Systems.

Grant and Revocation of Approval of Alternative Suppliers

We do not currently have written criteria for approving suppliers. If we develop written criteria, we will provide you with a copy on your written request.

We do not assert any right to control products and services you offer unless they relate to the Champs Chicken Products and Services. For example, if you operate a grocery store, we do not control the grocery items you generally stock, including the deli items, chicken, fish, and breading you offer.

We do not permit you to contract with alternative suppliers to obtain Proprietary Products. We also have the right to control the ingredients you use in connection with the Champs Chicken Products and Services, the packaging of the Champs Chicken Products and Services, and similar matters. You must obtain our approval of any alternative supplier of these items, and the goods or services it offers, before you use the supplier. To secure our approval: (i) you must submit a written request to us for approval, together with any samples, specifications, and other information we may request; (ii) the proposed supplier must demonstrate to our reasonable satisfaction that it is able to supply the items to you in compliance with our specifications; and (iii) the proposed supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community with respect to its financial soundness and integrity, and the reliability of the items it offers. If you ask us to approve an unreasonable number of alternative suppliers, goods, or services, we have the right to require you to reimburse us for our actual costs and expenses of evaluations we perform.

We will give you notice of our approval or disapproval by the end of 30 days after you or the proposed supplier deliver to us the last information we request in connection with the approval.

We may revoke our approval of any supplier, good, or service if we determine, in our exercise of reasonable business judgment, that revocation is in your best interests, our best interests, or the best interests of the System. If we revoke our approval, we will give you written notice of the revocation.

We make our standards and specifications available to our franchisees. We will provide you with a copy of them on your written request. We may disclose them to suppliers you propose using, provided they sign agreements we prepare to protect the confidentiality of our standards and specifications, but we are not required to do so. We have no formal procedures for modifying our standards and specifications; we do so based on our judgment as to how to best serve our franchisees and their customers, and how to enhance profits.

Revenue or Other Material Consideration from Required Purchases or Leases by Franchisees

We require you to purchase or lease Proprietary Products and other goods and services from us or our affiliates. We and our affiliates: (i) may include a reasonable markup in the price of any goods and services we or they sell you; (ii) may derive profit from the goods and services we or they sell you; and (iii) may receive revenue or other material benefit as a result of consideration you or any of our other franchisees pay us or our affiliates.

We require you to purchase or lease goods and services from third parties. We and our affiliates may enter into arrangements with these third parties under which we and our affiliates receive revenue or other material benefit, like rebates, discounts, and allowances, as a result of consideration you or any of our other franchisees pay to the third parties.

We may receive revenue or other material consideration from your purchases and leases of goods and services from us or our affiliates. We anticipate that this consideration will be a percentage of the dollar amount of your purchases and leases. These percentages would vary depending on: (i) our cost of producing or purchasing the good or service; (ii) the costs and difficulties we incur in storing and shipping the item; (iii) competition in the marketplace; (iv) the requirements of law; and (v) other factors. The percentages could range from less than 1% to 50% or more of the amount you pay.

We may receive revenue or other material consideration from suppliers we designate, where the goods or services our franchisees purchase or lease are not Proprietary Products. We anticipate that consideration we or our affiliates may receive, if any, from our franchisees' purchases and leases of goods and services from designated suppliers would be a percentage of the System's purchasing levels. These percentages would vary depending on: (i) the supplier's policies; (ii) the volume purchased; (iii) the customs of the supplier's industry; (iv) the requirements of law; (v) competition in the marketplace; and (vi) other factors. The percentages could range from less than 1% to 8% or more of the amount of the System's purchases.

During our fiscal year ended June 30, 2016, we received revenues of $35,000 from all required purchases and leases by franchisees. This represents approximately 100% of our total revenues of $35,000.

During the fiscal year ended, June 30, 2016, our affiliate received revenues of $24,164,290 from all required purchases and leases by franchisees.

Your required purchases and leases, which include purchases and leases of goods and services from us or any affiliate or designated supplier of ours, and purchases and leases of goods and services in accordance with our specifications, will represent approximately 25% to 80% of your total purchases and leases of goods and services to establish your Franchised Business and approximately 55% to 80% of your total purchases and leases of goods and services to operate your Franchised Business.

Benefits We Provide Based on Your Purchases

We will offer you an addendum to the Franchise Agreement (the "Special Terms and Conditions Addendum"). There are three levels of this addendum: (i) the Gold Level; (ii) the Silver Level; and (iii) the Bronze Level. The three forms of addenda are attached to this Disclosure Document as Exhibit B.

The addenda provide you with material benefits based on your purchases of particular products or services from us or our affiliates. We refer to these products or services as the "Branded Products."

We have two programs to provide you with benefits: the "VIR Program" and the "MDF Program."

1. VIR Program. "VIR" stands for "Volume Incentive Rebate." Under the VIR Program, we will pay you a cash rebate based on the amount of your net purchases of Branded Products.

2. MDF Program. "MDF" stands for "Marketing Development Fund." Under the MDF Program, we will accrue a portion of your net purchases of Branded Products, and will reimburse you for a portion of your expenditures for advertising you publish.

We describe the VIR Program and the MDF Program below.

VIR Program

Under the VIR Program, if you enter into the Gold Addendum or Silver Addendum, we will pay you a cash rebate based on the amount of your net purchases of Branded Products during the fiscal year we prescribe (the "Program Year"). If you enter into the Bronze Addendum, you are not eligible to participate in the VIR Program.

The amount of the cash rebate we pay under the Gold Addendum or Silver Addendum is as follows:

VIR PROGRAM: CASH REBATES TO YOU FOR PURCHASES YOU MAKE		
If the Restaurant's Net Purchases of Branded Products from Us or Our Affiliates for the Program Year Are:	**We Will Pay You a Rebate Equal to the Following Percentage of Your Total Net Purchases of Branded Products:**	
	If You Sign the Gold Addendum:	**If You Sign the Silver Addendum:**
Less than $80,000	0%	0%
$80,000 to $89,999.99	1%	0.5%
$90,000 to $99,999.99	2%	1.0%
$100,000 to $109,999.99	3%	1.5%
$110,000 to $119,999.99	4%	2.0%
$120,000 and Over	5%	2.5%

As an example of the rebate calculation, assume that you sign the Gold Addendum and your total net purchases of Branded Products during Program Year 2016 are $115,000. We would pay you a rebate of $4,600 (i.e., $115,000 x .04).

There are conditions on our obligation to pay you the rebate:

1. Growth. Each Program Year after your first Program Year, your total net purchases of Branded Products during the Program Year must exceed your total net purchases of Branded Products during the immediately-preceding Program Year by 2.5% or more.

2. Compliance. You and your affiliates must be in compliance with all agreements with us and our affiliates.

We will pay you the amount of the rebate you are entitled to receive by February 28 of each year for net purchases of Branded Products during the immediately-preceding Program Year.

All amounts under the VIR Program are ours until we actually pay your share to you.

MDF Program

Under the MDF Program, we have established an advertising fund. We refer to this fund as the "Accrual Fund." We deposit a percentage of your net purchases of Branded Products into the Accrual Fund. The percentage we deposit depends on whether you enter into a Gold Addendum, Silver Addendum, or Bronze Addendum, as follows:

MDF PROGRAM: REIMBURSEMENT OF ADVERTISING EXPENDITURES	
Level:	**Percentage of Your Net Purchases of Branded Products We Will Deposit Into the Accrual Fund:**
Gold	6.0%
Silver	3.5%
Bronze	2.0%

To be eligible for reimbursement from the Accrual Fund, the advertising must be "Qualified Advertising." "Qualified Advertising" is advertising in broadcast, print, or electronic media, or any other advertising material or signage we approve for reimbursement with MDF Program funds, that: (i) you submit to us in the manner we specify for our approval before you purchase it or publish it; and (ii) we approve in writing.

To receive a reimbursement from the Accrual Fund, you would submit a claim to us within 90 days after the Qualified Advertising was published. We refer to the claim as an "Advertising Claim." If we approve the Advertising Claim, we will reimburse you for the amount of the Advertising Claim, up to the amount of the balance we are holding for you in the Accrual Fund (the "Balance"). We may also pay the amount of the Advertising Claim directly to the supplier of advertising.

We want you to advertise regularly. To give you an incentive to advertise regularly, any portion of your Balance in the Accrual Fund that is over one Program Year old will be removed from the Balance.

To be eligible to receive the reimbursements, you and your affiliates must be in compliance with all agreements with us and our affiliates.

All amounts that we accrue are ours until we actually use them to pay an Advertising Claim.

General Matters

Currently, we have no purchasing or distribution cooperatives for the System.

We negotiate purchase arrangements with our affiliates and some of the other suppliers we designate, including price terms, for the benefit of franchisees.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement(Note 1)	Disclosure Document Item
a. Site selection and acquisition/lease	Section 4	Item 11
b. Pre-opening purchases/leases	Section 7	Items 5 and 8
c. Site development and other pre-opening requirements	Sections 4, 5, 7	Item 11
d. Initial and ongoing training	Section 5	Items 6, 7, and 11
e. Opening	Section 4.4	Item 5
f. Fees	Sections 3, 5.1, 5.2, 12.1, 16.3.5	Items 1, 5, and 7
g. Compliance with standards and policies/operating manual	Recital B; Sections 6.1, 6.3, 9.2, 9.6	Items 8, 11, and 16
h. Trademarks and proprietary information	Recitals A, B; Sections 8, 17.3	Items 13 and 14
i. Restrictions on products/services offered	Recital B; Sections 7, 8.2, 9.3 Gold Addendum: Section 5.3 Silver Addendum: Section 4.3	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Item 11
k. Territorial development and sales quotas	Section 4.2 Gold Addendum: Section 2.5.1 Silver Addendum: Section 2.5.1	Item 12
l. Ongoing product/service purchases	Section 7	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	Sections 9.2, 9.6	Item 12
n. Insurance	Section 12.2	Items 6 and 7
o. Advertising	Section 6 Gold Addendum: Section 3 Silver Addendum: Section 3 Bronze Addendum: Section 2	Items 6, 7, 8, and 11
p. Indemnification	Section 12.1	Item 6
q. Owner's participation/management/staffing	Not Applicable	Item 15
r. Records and reports	Section 11.1 Gold Addendum: Section 5.5	Item 6
s. Inspections and audits	Section 10	Item 6
t. Transfer	Section 13	Items 6 and 17

Obligation	Section in Agreement(Note 1)	Disclosure Document Item
u. Renewal	Section 2	Item 9
v. Post-termination obligations	Section 15 Gold Addendum: Section 5.1.2 Silver Addendum: Section 4.1.2 Bronze Addendum: Section 3.1.2	Item 9
w. Non-competition covenants	Section 15	Item 9
x. Dispute resolution	Section 16.3 Gold Addendum: Section 6.2 Silver Addendum: Section 5.2 Bronze Addendum: Section 4.2	Item 17
y. Other		
Signage	Gold Addendum: Section 5.2 Silver Addendum: Section 4.2 Bronze Addendum: Section 3.2	Item 9
Breakfast Program	Gold Addendum: Section 5.3 Silver Addendum: Section 4.3	Item 9
Point of Sale ("POS") System	Gold Addendum: Section 5.4	Item 9
Equipment	Gold Addendum: Section 5.6	Items 9 and 11
Test Marketing	Gold Addendum: Section 5.7	Item 9

Explanatory Note:

1. All references are to the Franchise Agreement unless otherwise noted.

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ITEM 10

FINANCING

Neither we, nor our agent, nor any affiliate offer, directly or indirectly, any financing arrangements to you. Neither we nor any affiliate receive any consideration for placing financing with a lender. We reserve the right to offer financing directly or indirectly through an affiliate.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Champs Chicken is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Restaurant:

1. We will review the proposed site for the Restaurant. (No specific reference in Franchise Agreement). *See* "Locating the Site; Negotiating the Purchase or Lease of the Site," below in this Item 11.

2. We will provide you, on loan, with one copy of our Operations Manual. (No specific reference in Franchise Agreement). *See* "Operations Manual," below in this Item 11; *see also*: (i) Item 14 of this Disclosure Document; and (ii) the Table of Contents of the Operations Manual, and the number of pages devoted to each subject and the total number of pages, shown in Exhibit G to this Disclosure Document.

3. We will provide you with our Manager Training. (Franchise Agreement, Section 5.1). *See* "Hiring and Training Employees" and "Training," below in this Item 11.

4. We will provide you with our Opening Assistance. (Franchise Agreement, Section 5.2). *See* "Training," below in this Item 11.

Locating the Site; Negotiating the Purchase or Lease of the Site

We refer to the site where you propose to develop your Restaurant as the "Proposed Site." Because you will operate your Restaurant within an existing business of yours, you will have the Proposed Site before you sign the Franchise Agreement. We will evaluate your Proposed Site before we enter into the Franchise Agreement with you. If you do not have a site we approve, we will not enter into the Franchise Agreement. (No specific reference in Franchise Agreement).

We must approve the Proposed Site. We refer to the location we approve as the "Approved Location." We will show the Approved Location on Schedule A of the Franchise Agreement before you sign it. (Franchise Agreement, Section 4.1).

We do not provide you with any assistance in locating a site or negotiating the purchase or lease of the site. (No specific reference in Franchise Agreement). We do not generally own the premises and lease it to you. (No specific reference in Franchise Agreement).

Conforming Premises to Local Ordinances and Building Codes; Obtaining Required Permits

You are solely responsible for conforming the premises of the Restaurant to all ordinances and building codes. We will not have any responsibility related to conforming the premises of the Restaurant to any ordinances or building codes, and will have no liability related to any of them. (Franchise Agreement, Section 4.1).

You are solely responsible for promptly seeking and obtaining all governmental and other approvals, consents, permits, and licenses required to open and operate the Restaurant and to offer for sale and sell the Products and Services. You must use your best efforts to obtain all required approvals, consents, permits, and licenses. We will not have any responsibility related to these required approvals, consents, permits, and licenses, and will have no liability related to any of them. (Franchise Agreement, Section 9.1).

Constructing, Remodeling, and Decorating Your Restaurant

You must effect the site improvements and install the furniture, fixtures, equipment, décor, and signage that we require at the Restaurant. We will consult with you regarding the design, construction, remodeling, equipping, and decorating of the Restaurant; however, it is your sole responsibility to design, construct, remodel, equip, decorate, ready, and open the Restaurant in compliance with the Franchise Agreement and the Operations Manual. (Franchise Agreement, Section 4.3).

You must effect all site improvements related to your Restaurant at your sole cost and expense. You must lease or purchase, install, use, and maintain all furniture, fixtures, equipment, décor, and signage related to the Restaurant at your sole cost and expense. (No specific reference in Franchise Agreement).

We will not be responsible for any loss from the design, construction, remodeling, refurbishment, renovation, or equipping of the Restaurant. (No specific reference in Franchise Agreement).

Hiring and Training Employees

You must hire the employees that are required for the operation of your Franchised Business, and you must train and properly supervise all of your employees. (No specific reference in Franchise Agreement).

We will provide you with assistance with your Manager Training and opening your Store. We may have a corporate trainer (the "Corporate Trainer") provide you with opening assistance. (Franchise Agreement, Section 5.2). *See* "Training" below in this Item 11.

Furniture, Fixtures, Equipment, Décor, and Signage; Opening Inventory and Supplies

We will provide you with standards and specifications for furniture, fixtures, equipment, décor, and signage. If we require you to use approved suppliers for these items, we will provide you with the names of the approved suppliers. We will provide this information in writing, in the Operations Manual or in other materials we provide. You will have the sole responsibility for obtaining and installing all furniture, fixtures, equipment, décor, and signage. We do not provide you with furniture, fixtures, equipment, décor, or signage directly. We do not deliver or install these items. (Franchise Agreement, Sections 4.3, 7.1).

We will provide you with standards and specifications for opening inventory and supplies. If we require you to use approved suppliers for these items, we will provide you with the names of the approved suppliers. We will provide this information in writing, in the Operations Manual or in other materials we provide. You will have the sole responsibility for stocking the Restaurant with opening inventory and supplies. We do not provide you with opening inventory and supplies directly. We do not deliver or install these items. (Franchise Agreement, Section 7.1).

Time for Opening Your Restaurant

You and we will agree on the opening date of your Restaurant before you sign the Franchise Agreement. We refer to this date as your "Opening Date." You may open the Restaurant once we have completed a check-off sheet showing that you are ready and able to offer for sale and sell the Products and Services under the System at the Restaurant. (Franchise Agreement, Section 8.1).

A franchisee will typically open a Restaurant one to four months after the Effective Date of the Franchise Agreement. The factors that may affect this time period include the time required to: (i) obtain any required building permits; (ii) build out and decorate the Restaurant; and (iii) order and install furniture, fixtures, equipment, décor, and signage at the Restaurant. (No specific reference in Franchise Agreement).

If you have not opened the Restaurant by the end of the Opening Date, we will have the right to terminate the Franchise Agreement. (Franchise Agreement, Section 14.2.2).

Obligations During Operation of Franchise

During the operation of your Franchise:

1. We will list your Restaurant on any Internet site we maintain that lists franchised or Company-owned Champs Chicken Restaurants operating under the System to the same extent as we list other Champs Chicken Restaurants generally. (No specific reference in Franchise Agreement). *See* "Internet Advertising," below in this Item 11.

2. We will permit you to develop an Internet site. (No specific reference in Franchise Agreement). *See* "Internet Advertising," below in this Item 11.

3. We will permit you to develop a site on Facebook and similar social network services (collectively, the "Social Media Sites"). (No specific reference in Franchise Agreement). *See* "Internet Advertising," below in this Item 11.

4. We will grant you access to advertising and promotional programs and material we or our designated advertising agency may develop for the System. (No specific reference in Franchise Agreement).

5. We will allow your additional or replacement Managers to attend Manager Training. (No specific reference in Franchise Agreement). *See* Item 6 of this Disclosure Document; *see also* "Training," below in this Item 11.

6. We will provide you with any additional training that we believe would benefit the System. (No specific reference in Franchise Agreement). *See* Item 6 of this Disclosure Document; *see also* "Training," below in this Item 11.

7. We will defend the Marks and bear all costs of this defense. *See* Item 13 of this Disclosure Document.

8. We will provide you with access to the goods and services we may offer. (No specific reference in Franchise Agreement). *See* Item 8 of this Disclosure Document.

9. We will evaluate suppliers you propose to use and the products, equipment, services, supplies, or merchandise they offer. (No specific reference in Franchise Agreement). *See* Item 8 of this Disclosure Document.

Advertising Programs

Grand Opening Advertising

We do not require you to conduct grand opening advertising. (No specific reference in Franchise Agreement)

Local Advertising Requirement

We do not require you to conduct local advertising. (No specific reference in Franchise Agreement).

Regional Advertising Cooperative

We do not require you to participate in any regional advertising cooperative. (No specific reference in Franchise Agreement).

National Advertising

We do not collect any national advertising fee. We do not require you to participate in any national advertising fund. (No specific reference in Franchise Agreement).

We do not have any obligation to conduct advertising. (No specific reference in Franchise Agreement).

Internet Advertising

We will list your Restaurant on any Internet site we maintain that lists franchised or Company-owned Restaurants operating under the System to the same extent as we list these other Restaurants generally. (No specific reference in Franchise Agreement).

You may create an Internet site (your "Internet Site") for the Restaurant. Your Internet Site must hyperlink off one or more Internet sites that we designate. You must use and publish all templates and forms we direct you to use and publish in connection with the Internet Site. You must submit to us all text, graphics, photographs, and other material (collectively, the "Internet Content") you propose to use on your Internet Site, including all material modifications to the Internet Content, before you use it. We have the right to: (i) approve, disapprove, and modify the Internet Content; (ii) format, upload, or hyperlink your Internet Site to any other Internet site related to the System that we designate; and (iii) modify, use, print, publish, display, store, and transmit the Internet Content, and to authorize third parties to modify, use, print, publish, display, store, and transmit the Internet Content. (No specific reference in Franchise Agreement).

Social Media Advertising

You may establish sites on Facebook and other social media and social network services. We refer to your sites on these media and services as your "Social Media Sites." We have the right to: (i) disapprove or to require you to modify the text, graphics, photographs, and other material (collectively, the "Social Media Content") on any Social Media Site; (ii) hyperlink your Social Media Sites to any other Internet site related to the System that we designate; and (iii) modify, use, print, publish, display, store, and transmit any of the Social Media Content, and to authorize third parties to modify, use, print, publish, display, store, and transmit any of the Social Media Content, subject to the requirements of the social network service that hosts the applicable Social Media Site. You must keep us advised at all times of your Social Media Sites' addresses and domain names. (No specific reference in Franchise Agreement).

We have the sole ownership, right, title, and interest in and to the Social Media Content of all Social Media Sites, subject to the requirements of the social network service that hosts the applicable Social Media Site. (No specific reference in Franchise Agreement).

We have the sole ownership, right, title, and interest in and to all domain names related to the Social Media Sites, subject to the requirements of the social network service that hosts the applicable Social Media Site. (No specific reference in Franchise Agreement).

The Social Media Content on each Social Media Site must meet the standards of propriety that we prescribe. Your Social Media Sites and Social Media Content must comply with our rules, guidelines, standards, specifications, plans, programs, and procedures. You must monitor the Social Media Content on each Social Media Site. You must remove any inappropriate Social Media Content so that the removal is fully completed immediately on our demand, or within 12 hours after the inappropriate Social Media Content is posted on the Social Media Site, whichever is earlier. (No specific reference in Franchise Agreement).

Access to Advertising

We will grant you access to standard advertising and promotional programs and material we or our designated advertising agency may develop for the System. You will receive, at no additional charge, all advertising and promotional programs and materials produced for the System for radio, television, or print media. These items include ad slicks, circulars, direct mail pieces, broad sheets, newsletters, and brochures. You must pay the hard costs associated with these items, like the cost of purchasing media, film, plates, paper, and other hard costs, and any shipping and handling charges for delivering the items to you. You must also pay all costs of customizing the programs or materials, and of having them published in the media. (No specific reference in Franchise Agreement).

Control Over Advertising

You may use only: (i) advertising and promotional materials that we have provided to you; or (ii) your own advertising and promotional materials that we have approved in writing in advance. (Franchise Agreement, Section 6).

If you want to use advertising and promotional materials that we have provided to you, you must give us a description of the media in which you propose to use them for our approval before you use them. We will have 10 days in which to approve or disapprove the use of the materials in the media you propose. If we have not disapproved the use of the materials in the media you propose by the end of this 10-day period, they will be deemed approved. (No specific reference in Franchise Agreement).

If you want to use your own advertising and promotional materials, you must give us a copy of the advertising and promotional materials, together with a description of the media in which you propose to use them, for our approval before you use them. We will have 10 days in which to approve or disapprove the materials and their use in the media you propose. If we have not disapproved the use of the materials in the media you propose by the end of this 10-day period, they will be deemed approved. (No specific reference in Franchise Agreement).

You may not: (i) issue any press release or similar promotion related to the Restaurant, the Franchised Business, or the System unless we expressly approve the release or promotion in writing in advance; (ii) conduct any advertising or promotional activities that fall outside our guidelines; or (iii) advertise the Restaurant with any business that is not operated under the Franchise Agreement or some other Champs Chicken franchise agreement, without our prior written consent. (Franchise Agreement, Section 6).

All advertising materials we prepare or provide are protected by copyright and are our exclusive property.

Advertising Council

We do not have an advertising council composed of franchisees that advises us on advertising policies.

Electronic Cash Register System; Computer System

We may require you to buy and use the electronic cash register system and computer system that meets our requirements. However, the systems in your existing business may meet our requirements. (No specific reference in Franchise Agreement; Gold Addendum, Section 5.4).

You will use your electronic cash register system: (i) to record your sales transactions; (ii) to print bar code labels and other labels; (iii) to prepare daily sales reports and similar periodic reports; (iv) to provide us with other reports, documents, and data that we may specify; and (v) to perform other functions that we may specify. (Exhibit B-1, Gold Addendum, Section 5.4).

You will use your computer system: (i) for interactive training; (ii) for purchasing and inventory control; (iii) for accounting and bookkeeping; (iv) for scheduling; (v) for Internet communication and email; and (vi) for other functions that we may specify.

Your electronic cash register system and computer system will consist of a point of sale system (a "POS") and a back office system (a "BOS"). We do not currently require you to use any specific POS or BOS. Your POS system must comply with the Payment Applications Best Practices ("PABP") standards or the successor standards to the PABP. You must connect it to the Internet using an always-on access method, like a T-1 line, cable, or DSL. Our specifications may change, and you must upgrade to equipment that meets our specifications as we direct. You should ask us for a list of our current specifications before you sign the Franchise Agreement. The current purchase price of POS and BOS systems that meet our specifications ranges from $5,000 and $20,000. (No specific reference in Franchise Agreement.) You must enter, generate, and store in your electronic cash register system and computer system the data and information we prescribe. This data and information will include: (i) sales records; (ii) product mix and sales performance data; (iii) inventory records; (iv) accounting and bookkeeping records; (v) training materials; (vi) schedules; (vii) Internet communications; and (viii) other data and information we specify.

You must use the reporting services we require. The fees for these services range from $2,000 to $5,000 per year.

Neither we nor any affiliate of ours has any obligation to provide ongoing maintenance, repairs, upgrades, updates to your hardware or software. We do not currently require you to enter into agreements with third parties to provide ongoing maintenance, repairs, upgrades, or updates to your hardware or software, although we may do so in the future.

You must keep your electronic cash register system and computer system in good maintenance and repair. You must upgrade and update your electronic cash register system and computer system on notice from us. We may require you: (i) to add additional capacity, accessories, and peripheral equipment to your systems; and (ii) to upgrade or replace your systems, at your sole cost and expense. The cost to comply with these obligations could be as low as $500, or may be as high as $25,000. We do not intend to require you to upgrade and update your systems more often than one time every five years; however, there is no contractual limitation on the frequency or cost of these obligations.

If you elect, at your option, to enter into maintenance, updating, upgrading, or support contracts, or if we require you to enter into these contracts, your costs should range from $250 to $5,000 per year. Your actual costs will vary depending on the price and quality of the components of your systems, the level of deductibles you select, and other factors.

If we substitute one or more software programs for any software we specify, you must, by the end of 30 days after we give you notice to do so, at your sole cost and expense: (i) stop all use of the software being replaced; (ii) preserve all data from the software being replaced; (iii) obtain and install the substitute software on your computer as we may direct; (iv) import, to the substitute software, relevant data from the software being replaced; and (v) begin using the substitute software.

We will not have independent access to the information that will be generated or stored in your electronic cash register system and computer system.

Renovations

"Renovation" refers to the periodic large-scale refurbishment and remodeling of your Restaurant. It includes the replacement of worn, obsolete, or non-functioning furniture, fixtures, equipment, décor, and signage. (Franchise Agreement, Section 9.6).

It is in your best interests, and in the best interests of our other franchisees and the System, that each Champs Chicken Restaurant, including your Restaurant, be clean, up-to-date, well-maintained, and well-appointed. Therefore, you must, at our request, Renovate your Restaurant to conform to: (i) our then-current specifications for Champs Chicken Restaurants; and (ii) our judgment as to the condition, state of repair, functionality, and general appearance of your Restaurant and its furnishings, fixtures, equipment, décor, and signage compared to the condition, state of repair, functionality, and general appearance that we consider desirable. This Renovation will be at your sole cost and expense. Our right to require you to Renovate does not affect our right to require you to maintain the Restaurant in compliance with the Franchise Agreement, our Operations Manual, and our standards and specifications, or your obligation to do so. (Franchise Agreement, Section 9.6).

We will not require you to Renovate your Restaurant more often than one time every five years. (Franchise Agreement, Section 9.6).

You must finish all Renovations so that they are completed by the end of six months after we deliver notice to you that we are requiring you to make the Renovations.

Test Marketing

We may conduct market research and testing to determine consumer trends and the marketability of new products, equipment, services, supplies, and merchandise. We refer to these items, collectively, as the "Test Products." You must assist us with this market research and testing by participating in any programs as we may require. (No specific reference in Franchise Agreement; Gold Addendum, Section 5.7).

Table of Contents of Operations Manual

We attached a copy of the Table of Contents of the Operations Manual as of the date of this Disclosure Document, and the number of pages devoted to each subject, as Exhibit G to this Disclosure Document. The Operations Manual contains a total of 216 pages as of the date of this Disclosure Document.

Training

We will provide you with our Champs Chicken Manager Training. (Franchise Agreement, Section 5).

Your Managers may attend Manager Training. We do not require them to attend Manager Training or to complete it successfully. However, we strongly encourage them to do so. (No specific reference in Franchise Agreement).

Our Manager Training as of the date of this Disclosure Document is as follows:

TRAINING PROGRAM

MANAGER TRAINING(Note 1)

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-the-Job Training(Note 2)	Column 4 Location
Orientation	0	1.0	Your Restaurant
Planning, Leading, Organizing, Controlling, Managing, Staffing, and Training	0	1.5	Your Restaurant
Equipment	0	0.5	Your Restaurant
Back-of-House Training	0	1.5	Your Restaurant
Kitchen Management Training	0	3.0	Your Restaurant
Front-of-House Training	0	1.0	Your Restaurant
Service Management Training	0	0.5	Your Restaurant
Inventory Control	0	1.5	Your Restaurant
Shift Management Training	0	0.5	Your Restaurant
Training Overview; Questions and Answers	0	0.5	Your Restaurant

Explanatory Notes:

1. Your "Managers" are the individuals who exercise actual control over the Restaurant.

2. The actual hours of training will vary depending on a number of factors, like the number of Managers in the training class, their experience, and their strengths and needs.

We will conduct training classes on an as-needed basis.

Our instructional materials consist of our Operations Manual, hands-on training and coaching, and discussions.

The experience of our instructors is as follows:

Name of Instructor	Years of Experience Instructor Has in Subject Instructor is Teaching	Years of Experience Instructor has with our Affiliate, Pro Food Systems
Bryan Davis	9	8 years
Tommy Manley	12	11
Tony Stiles	18	4

1. The instructors are employees of our affiliate, Pro Food Systems.

Explanatory Notes:

We may also use instructors who are independent contractors.

We do not charge you any fee for training a reasonable number of Managers. We do not require you to reimburse us for the travel, food, lodging, wage, and benefit costs we incur in training a reasonable number of Managers. If we determine that you want us to train an unreasonable number of Managers, we may charge you a reasonable fee to train the additional Managers. We will list our current price for Manager Training in the Operations Manual. (Franchise Agreement, Section 5.1).

Our current price for training additional Managers is $1,500. *See* Item 6 of this Disclosure Document.

In determining whether the number of Managers you want us to train is reasonable, we may consider: (i) whether you already have the number of Managers that we require; (ii) the volume of business of your Restaurant; (iii) the reliability of your existing Managers; (iv) the skills of your existing Managers; (v) your Manager turnover; and (vi) other factors.

Opening Assistance

We will furnish a representative (the "Territory Manager") to your Restaurant. The Territory Manager will provide you with advice related to developing and opening your Restaurant. We will not charge you any fee for the Territory Manager.

We may, at our discretion, provide you with a trainer (the "Corporate Trainer") to assist in the opening process. We will not charge you any fee for the Corporate Trainer.

You must staff the Restaurant with your employees to train with, and to assist, the Territory Manager and Corporate Trainer.

Additional Training

If you are a business entity, we refer to certain persons as "Principals." A "Principal" is: (i) a natural person who owns or holds any equity in you; (ii) a business entity that owns or holds any equity in you; (iii) any natural person who owns or holds any equity of any business entity that owns or holds any equity in you; and (iv) other natural persons or business entities that we may designate. An equity holder will be deemed to "own" equity whether the ownership is direct, indirect, or beneficial.

We may develop additional training that we believe would benefit the System. We refer to this training as "Additional Training." If we develop Additional Training, we may designate the training as "optional" or "mandatory." If we designate Additional Training as mandatory, you and those of your Principals, Managers, and other personnel we specify must attend and complete the training to our satisfaction, at the times we specify. We reserve the right to charge a reasonable fee for Additional Training; however, the fee will not exceed our costs of developing and conducting the Additional Training, including our costs related to attending the training.

For planning purposes, you should assume that our costs for Additional Training will range from $25 to $500. However, they will depend on several factors, like: (i) the place where we conduct the Additional Training (e.g., at our headquarters, at a Champs Chicken Restaurant near your Restaurant, or at a central location); (ii) the number of attendees who participate in the Additional Training and who share its costs; and (iii) whether we must engage a specialist to provide the Additional Training. As a result, our costs could be higher. They will be based on the hourly rate described in Item 6. We have not yet developed any Additional Training, so we cannot predict with any degree of accuracy where we would conduct it or its content. We do not expect to conduct it more often than once a year; however, if the demands of the market or other factors require us to conduct it more often, we may do so.

Because we have not developed any Additional Training, no franchisees have enrolled in any non-mandatory training during the preceding 12 months.

Miscellaneous

You must pay all expenses you and your designated attendees incur related to attending any training we conduct. These expenses may include, but will not be limited to, your attendees' travel, food, lodging, wage, benefit, and other costs and expenses.

Except for the Opening Assistance, we will determine the location, duration, and program of any training we conduct.

We will not pay any compensation for any services you or your attendees perform in the course of any training.

We may train any number of attendees from any number of Restaurants at any training we conduct, at the same time as we train your attendees. We may train attendees from other systems we or our affiliates may develop, at the same time as we train your attendees.

You are responsible for scheduling appropriate training for yourself and your Principals, Managers, and other employees we designate, and for ensuring that you and they successfully complete the training.

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to operate a CHAMPS CHICKEN® Restaurant at a single location that you select and we approve. Once a location for the Restaurant is approved by us, it will be listed in Schedule A to the Franchise Agreement. If you sign the Gold Addendum, your Territory will consist of either (a) a one-mile radius around your Restaurant, or (b) a smaller territory determined by us , at our sole discretion, if your Restaurant is located in a heavily populated area. If you sign either the Silver Addendum or the Bronze Addendum, your Territory will consist of the outside shell of your Restaurant and we will not grant you any territorial protection outside of the shell of your Restaurant.

Scope of Territorial Rights

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control because we reserve the right to (a) establish CHAMPS CHICKEN® Restaurant independent locations that sell and deliver the same products and services that you provide within your Territory and (b) sell and deliver competing products and services through "alternative channels of distribution" such as through Internet and catalog sales, toll-free telephone or any similar form of electronic commerce, telemarketing, other direct-marketing techniques, and to conduct advertisements and sales through other distribution channels both inside and outside your Territory. The CHAMPS CHICKEN® Restaurant independent locations may include those at free standing locations and those located within shopping centers and shopping malls, as well as mobile locations such as food trucks and trailers.

We will not develop, open, or operate, and will not authorize a third party to develop, open, or operate, a Champs Chicken Restaurant in a BWB Location using the System in your Territory.

You may solicit business inside or outside your Territory and serve customers who reside outside your Territory. There are no restrictions on your right to do so. We, our affiliates, and our and their franchisees and licensees may solicit business inside or outside your Territory and serve customers who reside inside your Territory. There is no restriction on our or their right to do so. You will not be entitled to any compensation for orders solicited or accepted within your Territory.

You may not offer for sale, sell, or deliver the Products and Services, or any products or services similar to the Products and Services, through any alternative distribution channel.

Continuation of Territorial Rights; Modification of Territorial Rights

The continuation of your rights to the Territory does not depend on your achievement of any certain sales volume, market penetration, or other contingency. We will not alter the size of your Territory or modify your rights to the Territory if the population of your Territory increases or decreases. We may not modify your Territorial rights except as you and we may mutually agree.

Relocation of Restaurant

You may relocate the Restaurant with our prior written consent. To obtain our consent, you must: (i) comply with the procedures shown in Item 11 of this Disclosure Document under the heading "Locating the Site; Negotiating the Purchase or Lease of the Site," and with other criteria we may establish; (ii) close your old Restaurant and open your relocated Restaurant substantially simultaneously so that there is no break in operations; and (iii) enter into our then-current form of relocation agreement. The relocation agreement will show the terms of the relocation.

If we approve a new location, the new location will be deemed to be the "Approved Location" as we use that term in the Franchise Agreement and this Disclosure Document. Any relocation of your Restaurant will be at your sole cost and expense. You must reimburse us for any costs or expenses we incur related to any relocation, like costs and expenses we incur in evaluating your replacement site, and costs and expenses we incur in connection with the relocation agreement.

Establishment of Additional Restaurants: Options, Rights of First Refusal, or Similar Rights

You do not have any options, rights of first refusal, or similar rights to develop additional Restaurants.

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ITEM 13

TRADEMARKS

The principal trademarks we license you to use are shown in the table below.

Our affiliate Pro Food Systems owns the Marks. Pro Food Systems has registered the following Marks on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Table #1: Principal Marks (Federally Registered)		
Mark	**Registration Date**	**Registration Number**
CHAMPS CHICKEN (Stylized with Design)	5/15/12	4141697
CHAMPS CHICKEN (Stylized with Design)	9/9/14	4600485
	9/9/14	4600486
	9/9/14	4600488

Two of our principal Marks is not registered. Pro Food Systems has applied to register these Marks on the Principal Register of the USPTO. The applications are based on actual use. The Marks, classes, serial numbers, and application dates are as follows:

Table #2: Principal Marks (Applications for Federal Registration Filed)			
Mark	**Class**	**Serial Number**	**Application Date**
CHAMPSTIX	29	86/542415	2/23/15
	46	86/542415	2/23/15
CHAMPSTIX (Stylized with Design)	29	86/542412	2/23/15
	46	86/542412	2/23/15

We do not have a federal registration for these principal trademarks. Therefore, these trademarks do not have as many legal benefits and rights as a federally-registered trademark. If our right to use the trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

KCP-4713225.6

Pro Food Systems has filed all required affidavits. No registration has been renewed. When it is time to renew a registration, Pro Food Systems expects to renew it if the System is still using the Mark.

Legal Proceedings

There are no currently-effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, that limit your right to use any Mark. There is no pending infringement, opposition, or cancellation proceeding involving any Mark. Neither Pro Food Systems nor we have unsuccessfully sought to prevent registration of a trademark in order to protect a trademark we license.

There is no pending material federal or state court litigation regarding Pro Food Systems' or our use or ownership rights in any Mark.

Trademark License Agreement

We and Pro Food Systems entered into a Trademark and System License Agreement. We refer to this agreement as the "Trademark License Agreement."

The Trademark License Agreement grants us the formal contractual right to use, and to authorize others to use, the Marks worldwide. It affects you because it grants us the right to license the Marks to you.

The Trademark License Agreement is dated September 15, 2013. It has a 20-year initial term. Unless we are in uncured material breach of the Trademark License Agreement, it will automatically renew for successive terms of 20 years each, unless the parties elect not to renew it.

Pro Food Systems may terminate the Trademark License Agreement if we are in material breach and the breach is not cured within 30 days. The Trademark License Agreement may be canceled or modified at any time on the written consent of both parties. We do not intend to cancel the Trademark License Agreement, and Pro Food Systems has not indicated any desire to do so. If Pro Food Systems terminates the Trademark License Agreement, or if Pro Food Systems and we mutually agree to cancel the Trademark License Agreement, you may continue to use the Marks during the term of your Franchise Agreement.

Except for the terms shown above, the Trademark License Agreement does not contain any material terms relevant to the franchise.

There are currently no other agreements in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the franchise.

Defense of Marks

We must defend the principal Marks and your right to use them. We will bear all costs of this defense. You must cooperate fully with us in the defense of the Marks. If you have provided this notice and cooperation, we must indemnify you against, and reimburse you for, all direct damages (but not damages for loss of future revenue and consequential, special, multiplied, enhanced, exemplary, or punitive damages) and expenses you incur: (i) due to any infringement or unfair competition claim any third party brings against you that arises out of your proper use of the Marks; and (ii) if you are a party to an administrative or judicial proceeding involving a Mark we license you to use, whether the proceeding is resolved favorably or unfavorably to you.

You must notify us promptly in writing of any use of, or any claim of rights to, any mark identical to, or confusingly similar to, any Mark. We are not required to take affirmative action when you notify us of these uses or claims, but we expect to do so if it is in the best interests of the System.

We have the right to control any administrative proceeding or litigation involving any Mark we license you to use. We have sole discretion over the protection and defense of any Mark and the settlement of any administrative proceeding or litigation related to any Mark. You may not take any action with regard to this protection or defense, and you may not initiate any suit or proceeding related to the System, without our prior express written consent.

Modifications to Marks; Discontinuance; Signage Reimbursement

We will have the right at any time, on notice to you, to make additions to, deletions from, and changes to the Marks in our absolute discretion. You must adopt and use any and all of these additions, deletions, and changes as we direct, at your sole cost and expense. However, we will not change the primary name of the System from "Champs Chicken" or require you to change your approved Champs Chicken signage to some other primary name for a period of two years after the Effective Date of the Franchise Agreement unless we reimburse you for the cost of converting your approved Champs Chicken signage to signage using the other primary name.

If we are required to reimburse you for a signage change, we will reimburse you for the actual cost to obtain replacement signage from signage suppliers we designate; however, this reimbursement will be limited to: (i) $2,000 per Restaurant; and (ii) $6,000 in the aggregate. We refer to this reimbursement as the "Signage Reimbursement."

We will not be liable to you or any other party for any loss, expense, liability, damage, or damages, however characterized, and whether actual, consequential, incidental, special, multiplied, enhanced, exemplary, or punitive, for any of these additions to, deletions from, or changes to the Marks; including loss of profits, earnings, revenue, business, or expectancies, except for the Signage Reimbursement.

Prior Rights; Infringing Uses

We do not know of any superior prior rights or infringing uses that could materially affect your use of our principal Marks in any state where the Franchised Business will be located.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or registered copyrights that are material to the franchise. There are no pending patent applications that are material to the franchise.

We own the rights to the Products and Services. We claim common law rights and copyright protection in the Products and Services, as well as a number of other items you will use in the operation of your Franchised Business, including our Operations Manual and other materials and information related to the System. These other items include our marketing materials; our methods for offering for sale, selling, and delivering the Products and Services; our methods for operating your Franchised Business; and our specifications, marketing techniques, advertising programs, advertising strategies, supplier lists, expansion plans, and other information we create or use. We have not registered any of these copyrighted materials with the United States Registrar of Copyrights, although we may do so.

There are no current material determinations of the USPTO, the United States Copyright Office, or any court regarding any of our copyrights. There are no material proceedings pending in the USPTO or any court.

There are no agreements that limit our right to use or license you to use any of our copyrighted material in any manner material to your Franchised Business.

We do not have any obligation to protect any copyright. We may defend our copyrights when it is in the best interests of the System to do so. You are not required to notify us of any infringement claims. We are not required to defend or indemnify you against claims arising from your use of any items in which we claim copyright protection. We are not required to take any affirmative action if we are notified of any infringement. We have the exclusive right to control any copyright litigation. We are not required to participate in your defense or to indemnify you for expenses or damages in any proceeding involving a copyright we license to you.

We will have the right at any time, on notice, to make additions to, deletions from, and changes in any item in which we claim copyright protection. You must adopt and use all additions, deletions, and changes as we direct, at your expense.

We do not know of any patent or copyright infringement that could materially affect the franchise.

We claim proprietary rights in information that we designate as "Confidential Information" and "Trade Secrets." "Confidential Information" is information that we disclose to you that we designate as confidential, or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Examples of Confidential Information are the Operations Manual and the information in it, and our training programs and the material in them. "Trade Secrets" are items that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from their disclosure or use. Examples of Trade Secrets include all customer lists, the contact information of customers, and our recipes.

You may use the Confidential Information and Trade Secrets during the Term of the Franchise Agreement. You must maintain the confidentiality of our Confidential Information and secrecy of our Trade Secrets, during and after the Term. You may not use this information in any other business or in any manner that we do not approve in writing, and you may not communicate, divulge, or otherwise display this information to anyone other than your personnel who have a need to know of it in order to operate your Franchised Business.

We have the right to take legal action against you if there has been an unauthorized use of our Confidential Information or Trade Secrets through you. In addition, misuse or unauthorized disclosure of our Confidential Information or Trade Secrets is a breach of the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Obligations

We refer to your general managers, assistant general managers, and other individuals who manage the overall operation of the Restaurant as your "Managers."

If you are a business entity, you must participate personally in the direct operation of the Franchised Business, and you must exercise on-premises supervision of your Restaurant, through your Managers. Your Principals may be Managers, although we do not require this. We recommend that your Principals be Managers and that they exercise on-premises supervision of your Franchised Business and Restaurant.

If you are an individual, you may participate personally in the direct operation of the Franchised Business, and you may exercise on-premises supervision of your Restaurant, although we do not require you to do so. If you do not do so yourself, you must appoint one or more Managers who participate personally in the direct operation of the Franchised Business and exercise on-premises supervision of your Restaurant. You may be a Manager, although we do not require this. We recommend that you be a Manager and that you exercise on-premises supervision of your Franchised Business and Restaurant.

Your Manager

You must conduct any background investigations, aptitude screenings, and other screenings as we may prescribe, on each prospective Manager. The prospective Manager must pass these investigations and screenings.

Your Managers may attend Manager Training. We do not require them to attend Manager Training or to complete it successfully.

Each Manager must: (i) devote the amount of time and effort required to manage the Restaurant in compliance with the Franchise Agreement and our requirements; (ii) have day-to-day management responsibility for your Restaurant; and (iii) personally participate in the direct operation of the Restaurant.

You must cause your Managers to maintain the confidentiality of our Confidential Information and the secrecy of our Trade Secrets.

We do not require your Managers to have any equity interest in you.

Except as shown above, we do not require you to place restrictions on your Manager.

You Are an Independent Contractor

You are an independent contractor. Neither you nor any employee of yours will in any manner be construed to be an employee of ours for any purpose.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Restrictions or Conditions on Goods and Services that You May Sell

The System is a comprehensive system for the establishment, operation, and promotion of Champs Chicken Restaurants. We and our franchisees have an interest in ensuring the proper marketing and promotion of the Products and Services, and in protecting the quality and integrity of the System. We expect to change the System, and our franchisees expect us to change it, to respond to changes in the marketplace, economic conditions, business conditions, the hospitality profession, the law, the demands of consumers, our business needs, the needs of the System, and otherwise.

We do not assert any right to control products and services you offer, with two exceptions: (i) you must offer for sale all Champs Chicken Products and Services that we direct you to offer; and (ii) you may not offer for sale any products, equipment, services, supplies, or merchandise that are substantially the same as the Champs Chicken Products and Services, or that we have directed you not to offer. We may add to, delete from, and modify the list of Products and Services as we deem appropriate. There is no limitation on our right to do so.

Restrictions or Conditions that Limit Your Access to Customers

You must operate your Restaurant at and from the Approved Location, unless we agree, in writing, to allow you to operate an outlet at or from another location.

We do not impose any other restrictions or conditions on you that limit your access to customers.

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ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Franchise Agreement: Section 2	Continues in effect until either party terminates.
	Gold Addendum: Section 5.1	5 years
	Silver Addendum: Section 4.1	3 years
	Bronze Addendum: Section 3.1	1 year
b. Renewal or extension of the term	Franchise Agreement: None	No renewal because Franchise Agreement continues in effect until either party terminates.
	Gold Addendum: Section 5.1	Automatically renews for consecutive 5-year terms unless one party notifies the other that it will not renew.
	Silver Addendum: Section 4.1	Automatically renews for consecutive 3-year terms unless one party notifies the other that it will not renew.
	Bronze Addendum: Section 3.1	Automatically renews for consecutive 1-year terms unless one party notifies the other that it will not renew.
c. Requirements for franchisee to renew or extend	None	Not applicable.
d. Termination by franchisee	Franchise Agreement: Section 14.1	You may terminate on 30 days' written notice.
	Gold Addendum: Section 5.1	None; you do not have the right to terminate.
	Silver Addendum: Section 4.1	None; you do not have the right to terminate.
	Bronze Addendum: Section 3.1	None; you do not have the right to terminate.
e. Termination by franchisor without cause	None	Not applicable. We cannot terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Franchise Agreement: Section 14.2	We may terminate if you commit: (i) any one of several listed breaches; or (ii) any other breach of the Franchise Agreement.
g. "Cause" defined – curable defaults	Franchise Agreement: Section 14.2.2	10 days to cure if you commit any breach of the Franchise Agreement not specifically enumerated in Section 14.2.1 of the Franchise Agreement.
h. "Cause" defined –non-curable defaults	Franchise Agreement: Section 14.2.1	No opportunity to cure if: (i) you do not allow us to inspect your Restaurant, or if you do not provide us with all assistance we may request in the course of any inspection; or (ii) you commit any breach of the Franchise Agreement that is not susceptible of cure.

Provision	Section in Franchise or Other Agreement	Summary
i. Franchisee's obligations on termination/ nonrenewal	Franchise Agreement: Section 15	You must: (i) cease all use of the System; (ii) pay us all money you owe; (iii) return all Confidential Information; (iv) allow us to purchase the assets of your former Restaurants; and (v) comply with our then-current de-identification requirements.
j. Assignment of contract by franchisor	None	We may assign any or all of our rights and may delegate any or all of our obligations. We are not required to obtain your consent to any assignment or delegation. After any assignment, you must deliver to the assignee performance of all rights that we assigned. After any delegation, you must look solely to the delegatee, and not to us, for the performance of all obligations that we delegated. We may also, without your consent, transfer the ownership in us, and may engage in a public offering of equity.
k. "Transfer" by franchisee – defined	None	"Transfer" means the sale, assignment, delegation, transfer, conveyance, gift, pledge, mortgage, encumbrance, or hypothecation of any "Interest." An "Interest" is: (i) any direct, indirect, or beneficial interest in you, or of any Principal in you, the Franchised Business, the Franchise Agreement, the Franchise, any Approved Location, any Restaurant, or substantially all of the assets of the Franchised Business; and (ii) you, the Franchised Business, the Franchise Agreement, the Franchise, any Approved Location, or any Restaurant.
l. Franchisor approval of transfer by franchisee	Franchise Agreement: Section 13	We have the right to withhold our consent to a Transfer of any Interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	None	The conditions for Transfer are: (i) the transferee and its equity holders must meet our Principal Qualifications; (ii) you must satisfy all monetary and other obligations; (iii) at all times during the Term, you must have been in substantial compliance with all agreements and the Operations Manual; (iv) at the time of Transfer, you must be in compliance with all agreements; (v) you, Principals, transferor, and transferee must sign our then-current form of transfer agreement; (vi) if the Transfer is a Transfer of you, all or substantially all of your assets, any Restaurant, all or substantially all of the assets of any Restaurant, the Franchised Business, all or substantially all of the assets of the Franchised Business, or the Franchise, the transferee must enter into our then-current form of franchise agreement, which may contain provisions that differ materially from the provisions of your Franchise Agreement; (vii) the transferee must agree to Renovate the Restaurant; (viii) the transferee and, if applicable, the transferee's Managers, must complete any training programs then in effect for new franchisees; and (ix) the transferor or transferee must reimburse us for all costs and expenses we incur in connection with the Transfer.

Provision	Section in Franchise or Other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	None	Not applicable. We do not have a right of first refusal to acquire your Franchised Business.
o. Franchisor's option to purchase franchisee's business	None	Not applicable. We do not have an option to purchase your Franchised Business.
p. Death or disability of franchisee	None	The person acquiring your interest must be capable of conducting the Franchised Business.
q. Non-competition covenants during the term of the franchise	None	You and your Principals and Managers may not divert any business from the Restaurant, the Franchised Business, the System, or other systems we or our affiliates may operate.
r. Non-competition covenants after the franchise is terminated or expires	None	Not applicable. We do not prohibit you from competing with us after your Franchise Agreement terminates.
s. Modification of the agreement	None	No modification without your and our written agreement, but we may change the Operations Manual and modify the System without your consent.
t. Integration/merger clause	Franchise Agreement: Section 17.1 Gold Addendum: Section 6.1 Silver Addendum: Section 5.1 Bronze Addendum: Section 4.1	Only the terms of the Franchise Agreement, schedules, addenda, and Franchise Disclosure Document are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement are not enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement: Section 16.3 Gold Addendum: Section 6.2 Silver Addendum: Section 5.2 Bronze Addendum: Section 4.2	All disputes must be resolved exclusively by litigation.
v. Choice of forum	Franchise Agreement: Section 16.3 Gold Addendum: Section 6.2 Silver Addendum: Section 5.2 Bronze Addendum: Section 4.2	All litigation must take place in a federal or state court having jurisdiction over the subject matter in the place where our principal business office is located, subject to state law. Our principal business office is currently located in Holts Summit, Missouri.
w. Choice of law	Franchise Agreement: Section 16.3 Gold Addendum: Section 6.2 Silver Addendum: Section 5.2 Bronze Addendum: Section 4.2	Delaware law applies, subject to state law.

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES APPEAR IN EXHIBIT C TO THIS DISCLOSURE DOCUMENT.

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ITEM 18

PUBLIC FIGURES

We do not provide or promise any compensation or other benefit to any public figure arising from the use of the public figure in the franchise name or symbol, or for the public figure's endorsement or recommendation of the franchise to prospective franchisees. No public figure is involved in our management or control. No public figure has any investment in us.

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ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following tables are Financial Performance Representations containing projected sales and net profit for BWB Locations in both convenience stores and grocery stores. There are three separate tables for convenience stores based upon the assumptions that we have made about the number of customers per day that will visit that convenience store. There are also three separate tables for grocery stores based upon the assumptions that we have made about the average "inside sales" per month for that grocery store. The information and amounts shown in the tables and the explanatory notes are based on feedback provided to us by our existing Champs Chicken franchisees in BWB Locations that are similar to: (i) the convenience stores described in Tables 1, 2, and 3 and (ii) the grocery stores described in Tables 4, 5, and 6. We have also studied various industry reports and relied on the years of experience of our management team in establishing our bases and making our assumptions. We have provided Explanatory Notes after the tables to clarify some of the information included in the various tables. Any changes to the bases and assumptions would require material alterations to these projections.

The projections in Tables 1, 2, and 3 are for BWB Locations in convenience stores. The material bases and assumptions on which these projections are based are:

1. The forecast number of customers per day;

2. The percentage of customers who buy Champs Chicken Products and Services;

3. The amount each customer spends on the Products and Services; and

4. The amount of your food, labor, and electric costs.

Table 1: Convenience Store, Low Range			
Forecast Number of Customers Per Day: 500			
	Percentage of Customers Buying Champs Chicken Products and Services		
Estimated:	**10%**	**20%**	**30%**
Customers Per Day Buying Products and Services	50	100	150
Sales per Day(Note 1)	$300	$600	$900
Annual Net Profit(Note 2)	$30,000	$60,000	$90,000
Net Profit per Month	$2,500	$5,000	$7,500

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[TABLES CONTINUED ON FOLLOWING PAGES]

Table 2: Convenience Store, Medium Range			
Forecast Number of Customers Per Day: 750			
	Percentage of Customers Buying Champs Chicken Products and Services		
Estimated:	**10%**	**20%**	**30%**
Customers Per Day Buying Products and Services	75	150	225
Sales per Day(Note 1)	$450	$900	$1,350
Annual Net Profit(Note 2)	$40,000	$90,000	$130,000
Net Profit per Month	$3,333	$7,500	$10,833

Table 3: Convenience Store, High Range			
Forecast Number of Customers Per Day: 2,000			
	Percentage of Customers Buying Champs Chicken Products and Services		
Estimated:	**10%**	**20%**	**30%**
Customers Per Day Buying Products and Services	200	400	600
Sales per Day(Note 1)	$1,200	$2,400	$3,600
Annual Net Profit(Note 2)	$120,000	$240,000	$360,000
Net Profit per Month	$10,000	$20,000	$30,000

The projections in Tables 4, 5, and 6 are for BWB Locations in grocery stores. The material bases and assumptions on which these projections are based are:

1. Your average inside sales per month;
2. The sales of Champs Chicken Products and Services as a percentage of your inside sales;
3. The amount each customer spends on Champs Chicken Products and Services; and
4. The amount of your food, labor, and electric costs.

[TABLES CONTINUED ON FOLLOWING PAGE]

Table 4: Grocery Store, Low Range			
Average Inside Sales per Month: $400,000(Note 3)			
	Sales of Champs Chicken Products and Services as a Percentage of Average Inside Sales per Month		
Estimated:	**3%**	**6%**	**8%**
Dollar Volume of Sales per Month	$12,000	$24,000	$32,000
Sales per Day	$400	$800	$1,067
Annual Net Profit(Note 2)	$40,000	$80,000	$100,000
Net Profit per Month	$3,333	$6,667	$8,333

Table 5: Grocery Store, Medium Range			
Average Inside Sales per Month: $750,000(Note 3)			
	Sales of Champs Chicken Products and Services as a Percentage of Average Inside Sales per Month		
Estimated:	**3%**	**6%**	**8%**
Dollar Volume of Sales per Month	$22,500	$45,000	$60,000
Sales per Day	$750	$1,500	$2,000
Annual Net Profit(Note 2)	$70,000	$150,000	$200,000
Net Profit per Month	$5,833	$12,500	$16,667

Table 6: Grocery Store, High Range			
Average Inside Sales per Month: $2,000,000(Note 3)			
	Sales of Champs Chicken Products and Services as a Percentage of Average Inside Sales per Month		
Estimated:	**3%**	**6%**	**8%**
Dollar Volume of Sales per Month	$60,000	$120,000	$160,000
Sales per Day	$2,000	$4,000	$5,333
Annual Net Profit(Note 2)	$200,000	$400,000	$530,000
Net Profit per Month	$16,667	$33,333	$44,167

Explanatory Notes:

1. Assumes each customer spends $5.00 for food plus $1.00 for beverages, for a total of $6.00 per customer.

2. "Net Profit" is calculated as gross sales from Champs Chicken Products and Services minus your food, labor, and electric costs to provide those products and services, but the calculation of "Net Profit" in the tables above does not subtract from gross sales other common costs that you will likely incur such as insurance, advertising, interest, taxes, depreciation and amortization.

3. "Inside sales" are total sales for all products and services sold on the premises of your grocery store, as distinguished from sales made away from the premises of grocery store or through another channel or outlet.

We may also provide you with a Supplemental Financial Performance Representation. The Supplemental Financial Performance Representation would provide you with information about possible performance at your particular location. The Supplemental Financial Performance Representation would depart from the Financial Performance Representations shown in this Disclosure Document in that it would be based on your particular location. For example, if you operate a convenience store, it may be based on your actual average number of customers per day. If you operate a grocery store, it may be based on your actual average inside sales per month. If we provide you with a Supplemental Financial Performance Representation, we will provide it to you in writing.

The material bases and assumptions on which the projections are based will vary depending on: (i) national and local economic and market conditions; (ii) the extent to which government regulation blocks business expansion; (iii) factors that affect your cost of goods sold, including raw material costs, labor costs, fringe benefit costs, and other costs and expenses; (iv) factors that affect your operating expenses, like taxation and government regulation; (v) dining-out habits of customers in your area; (vi) the availability of competing products and services in the area where your Restaurant is located; and (vii) other factors.

The figures shown in these Financial Performance Representations and any Supplemental Financial Performance Representation are projections only and may vary for the reasons described above and other reasons. We strongly recommend that you: (i) review these Financial Performance Representations and any Supplemental Financial Performance Representation carefully with your attorney or accountant; and (ii) prepare an estimate of your results based on your particular circumstances.

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you'll earn as much.

We will make written substantiation for these Financial Performance Representations and any Supplemental Financial Performance Representation available to you on your reasonable request.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS JUNE 30, 2014 TO JUNE 30, 2016

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2014	0	91	+91
	2015	91	221	+130
	2016	221	414	+193
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	0	91	+91
	2015	91	221	+130
	2016	221	414	+193

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES
TO NEW OWNERS (OTHER THAN THE FRANCHISOR)
FOR YEARS JUNE 30, 2014 TO JUNE 30, 2016

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2014	0
	2015	0
	2016	0
Total	2014	0
	2015	0
	2016	0

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TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS JUNE 30, 2014 TO JUNE 30, 2016

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations -Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2014	0	1	0	0	0	0	1
	2015	1	6	0	0	0	1	6
	2016	6	5	0	0	0	0	11
Arkansas	2014	0	2	0	0	0	0	2
	2015	2	2	0	0	0	1	3
	2016	3	7	0	0	0	1	9
Colorado	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Georgia	2014	0	2	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	6	0	0	0	2	7
Idaho	2014	0	3	0	0	0	0	3
	2015	3	3	0	0	0	0	6
	2016	6	11	0	0	0	0	17
Iowa	2014	0	6	0	0	0	0	6
	2015	6	1	0	0	0	1	6
	2016	6	10	0	0	0	1	15
Illinois	2014	0	5	0	0	0	0	5
	2015	5	1	0	0	0	1	5
	2016	5	22	0	0	0	1	26
Kansas	2014	0	4	0	0	0	0	4
	2015	4	12	0	0	0	1	15
	2016	15	18	0	0	0	3	30
Kentucky	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	3	0	0	0	0	0	3
Louisiana	2014	0	6	0	0	0	0	6
	2015	6	6	0	0	0	1	11

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations -Other Reasons	Col. 9 Outlets at End of the Year
	2016	11	5	0	0	0	0	16
Michigan	2014	0	2	0	0	0	0	2
	2015	2	1	0	0	0	1	2
	2016	2	0	0	0	0	1	1
Minnesota	2014	0	4	0	0	0	0	4
	2015	4	11	0	0	0	0	15
	2016	15	12	0	0	0	0	17
Missouri	2014	0	9	0	0	0	0	9
	2015	9	23	0	0	0	0	32
	2016	32	40	0	0	0	2	70
Mississippi	2014	0	4	0	0	0	0	4
	2015	4	2	0	0	0	0	6
	2016	6	1	0	0	0	2	5
Montana	2014	0	4	0	0	0	0	4
	2015	4	6	0	0	0	0	10
	2016	10	3	0	0	0	0	13
Nebraska	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	4	0	0	0	0	5
Nevada	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
North Carolina	2014	0	0	0	0	0	0	0
	2015	0	12	0	0	0	0	12
	2016	12	4	0	0	0	0	16
North Dakota	2014	0	2	0	0	0	0	2
	2015	2	11	0	0	0	0	13
	2016	13	12	0	0	0	1	24
Ohio	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	4	0	0	0	0	4
Oklahoma	2014	0	5	0	0	0	0	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations -Other Reasons	Col. 9 Outlets at End of the Year
	2015	5	7	0	0	0	1	11
	2016	11	17	0	0	0	1	27
Oregon	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
South Carolina	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	2	0	0	0	1	3
South Dakota	2014	0	4	0	0	0	0	4
	2015	4	1	0	0	0	2	3
	2016	3	4	0	0	0	0	7
Tennessee	2014	0	2	0	0	0	0	2
	2015	2	2	0	0	0	1	3
	2016	3	7	0	0	0	1	9
Texas	2014	0	9	0	0	0	0	9
	2015	9	15	0	0	0	1	23
	2016	23	9	0	0	0	6	26
Utah	2014	0	1	0	0	0	0	1
	2015	1	3	0	0	0	0	4
	2016	4	8	0	0	0	0	12
Virginia	2014	0	0	0	0	0	0	0
	2015	0	2	0	0	0	0	2
	2016	2	4	0	0	0	1	5
Washington	2014	0	10	0	0	0	0	10
	2015	10	3	0	0	0	0	13
	2016	13	5	0	0	0	0	18
Wisconsin	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	1	0	0	0	0	3
Wyoming	2013	0	3	0	0	0	0	3
	2015	3	5	0	0	0	0	8
	2016	8	2	0	0	0	0	10

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations -Other Reasons	Col. 9 Outlets at End of the Year
Totals	2014	0	91	0	0	0	0	91
	2015	91	142	0	0	0	12	221
	2016	221	217	0	0	0	24	414

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS JUNE 30, 2014 TO JUNE 30, 2016

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
N/A	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
Totals	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0

TABLE NO. 5

PROJECTED OPENINGS AS OF JUNE 30, 2016

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets Next Fiscal Year
Alabama	0	3	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	4	0
California	0	5	0
Colorado	0	3	0
Connecticut	0	0	0

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Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets Next Fiscal Year
Delaware	0	0	0
Florida	0	2	0
Georgia	1	0	0
Hawaii	0	0	0
Idaho	0	3	0
Illinois	1	1	0
Indiana	0	2	0
Iowa	1	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	1	2	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	1	2	0
Mississippi	0	1	0
Missouri	0	2	0
Montana	0	1	0
Nebraska	0	3	0
Nevada	0	1	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	2	1	0
North Dakota	1	5	0
Ohio	0	0	0
Oklahoma	2	6	0
Oregon	1	1	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	3	0

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Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets Next Fiscal Year
Tennessee	0	3	0
Texas	3	8	0
Utah	0	3	0
Vermont	0	0	0
Virginia	0	0	0
Washington	2	1	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	1	0
Total	16	70	0

Note 1:

1. The projected new franchised outlets shown in the table are primarily in BWB Locations, not Independent Locations.

Attached to this Disclosure Document as Exhibit F is a listing of the names of all current franchisees and the address and telephone number of each of their Restaurants.

We have not terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with the Restaurant of any franchisee during our most recently-completed fiscal year. We have no franchisee that has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We do not know of any trademark-specific franchisee organization associated with the System.

ITEM 21

FINANCIAL STATEMENTS

Exhibit E is our audited financial statements for the fiscal year ending June 30, 2016, June 30, 2015, and June 30, 2014.

No affiliate guaranties to assume our duties and obligations under the Franchise Agreement. No parent commits to perform our post-sale obligations or guaranties our obligations.

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ITEM 22

CONTRACTS

The following are all proposed agreements regarding the franchise offering:

Agreement:	Attached As:
Champs Chicken® Franchise Agreement	Exhibit A to Disclosure Document
State Law Addendum	Schedule C to Franchise Agreement
Gold, Silver, and Bronze Addenda to Franchise Agreement	Exhibit B to Disclosure Document
Form of Release, Estoppel, Covenant Not to Sue, Indemnification	Exhibit H to Disclosure Document
Statement of Prospective Franchisees	Exhibit I to Disclosure Document
Disclosure Document Receipts	Exhibit J to Disclosure Document

ITEM 23

RECEIPTS

The last two pages of this Disclosure Document (Exhibit J) are detachable Receipts acknowledging that you received this Disclosure Document. You must sign and date each Receipt. If you are missing these Receipts, please contact us at this address or telephone number:

Champs Chicken Franchising, LLC
170 Commerce Drive
Holts Summit, Missouri 65043
(573) 896-2500

EXHIBIT A

CHAMPS CHICKEN FRANCHISING, LLC

CHAMPS CHICKEN® FRANCHISE AGREEMENT

Champs Chicken Franchising, LLC
A Delaware Limited Liability Company
170 Commerce Drive
Holts Summit, Missouri 65043
(573) 896-2500
shawn.burcham@pfsbrands.com
www.champschicken.com

CHAMPS CHICKEN FRANCHISE AGREEMENT
FOR BUSINESS WITHIN-A-BUSINESS LOCATIONS

THIS AGREEMENT (the "Agreement") is made and entered into the ________ day of ______________, 20____ (the "Effective Date"), by and between CHAMPS CHICKEN FRANCHISING, LLC, a Delaware limited liability company ("we," "us," or "our"), and ________________________________ ("you" or "your"), for the Champs Chicken outlet at the address shown on Schedule A to this Agreement (the "Restaurant").

RECITALS

A. We own the right to use, and to license others to use, the trademark "Champs Chicken®" and trademarks, trade names, service marks, logotypes, trade dress, and other commercial symbols related to the trademark "Champs Chicken" (collectively, the "Marks").

B. We have acquired and have further developed a unique concept and system for the development, opening, and operation of restaurants that sell a line of food, beverages, merchandise, and miscellaneous items we designate (collectively, the "Products and Services"), using: (i) our rules, guidelines, standards, specifications, plans, programs, and procedures (collectively, our "Standards and Specifications"); (ii) our designs, business formats, training, expertise, know-how, and confidential information; (iii) our recipes; and (iv) our advertising and promotional materials (all of which, together with the Marks, are referred to collectively in this Agreement as the "System"), all of which System is subject to change, improvement, and further development by us from time to time.

C. You are a skilled and experienced business professional. You have an existing retail outlet (your "Store"), or you are developing one. You have applied to us for a franchise to use the System to operate the Restaurant in the Store, and we want to grant you a franchise to use the System to operate the Restaurant in the Store.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency all of which you and we hereby acknowledge, you and we hereby agree as follows:

1. **Grant of Franchise**. We hereby grant to you, and you hereby accept from us, a franchise (the "Franchise") to develop, open, and operate the Restaurant in compliance with this Agreement.

2. **Term**. This Agreement will commence on the Effective Date and will continue in effect until either party terminates this Agreement as set forth in this Agreement.

3. **Fees**.

3.1 Initial Fee. You are not required to pay an initial franchise fee in relation to this Agreement.

3.2 Royalty. You are not required to pay a continuing royalty in relation to this Agreement.

4. **Development of Restaurant; Territory**.

4.1 Approved Location. You will develop and operate the Restaurant only at the address shown on Schedule A to this Agreement, in the Store.

4.2 Territory. Your territory (your "Territory") will consist of the shell of the Store. Inside your Territory, we will not operate, and we will not authorize others to operate, restaurants using the System. Outside your Territory, we may operate, and we may authorize others to operate, restaurants using the System at any location, even if they compete with you.

4.3 Site Improvements. You will make the site improvements and install the furniture, fixtures, equipment, décor, and signage at the Restaurant that we require. We will consult with you regarding the design, construction, remodeling, equipping, and decorating of the Restaurant; provided, however, it will be your sole responsibility to design, construct, remodel, equip, decorate, ready, and open the Restaurant in compliance with this Agreement.

4.4 Opening Date. You will open the Restaurant for regular business operations by the date shown on Schedule A to this Agreement (the "Opening Date").

5. **Training and Assistance**.

5.1 Managers; Manager Training. You will appoint one or more individuals to exercise overall control over the Restaurant (such individuals being referred to as the "Managers"). We will provide you with our training for Managers (the "Manager Training"). We encourage your Managers to attend Manager Training. We will not charge you any fee for training a reasonable number of Managers at your Store. If we train an unreasonable number of Managers, we may require you to pay us a fee for the training and to reimburse us for our costs and expenses of providing such training.

5.2 Opening Assistance.

5.2.1 Territory Manager. We will furnish a representative (the "Territory Manager") to your Restaurant. The Territory Manager will provide you with advice related to developing and opening your Restaurant. We will not charge you any fee for the Territory Manager.

5.2.2 Corporate Trainer. We may, at our discretion, provide you with a trainer (the "Corporate Trainer") to assist in the opening process. We will not charge you any fee for the Corporate Trainer.

5.2.3 Your Staffing. You will staff the Restaurant with your employees to train with the Business Advisor and Corporate Trainer.

5.3 Continuing Assistance. We will make available to you, at no additional charge: (i) subject to the availability of our personnel, at times we determine, with reasonable periodic or continuing individual or group assistance and consultation; and (ii) with such bulletins, brochures, and reports as we may from time to time publish regarding our plans, policies, marketing research, testing, developments, and activities (collectively, the "Assistance").

6. **Advertising; Press Releases and Promotions**.

6.1 If We Provided Advertising. You may use advertising materials that we have provided to you. Such use must comply with this Agreement and our Standards and Specifications.

6.2 If We Have Not Provided Advertising. If you want to use advertising materials that we have not provided to you, you must submit the advertising materials to us for our approval before you use them. We will have ten (10) days in which to approve or disapprove the materials. If we have not disapproved the use of the materials by the end of ten (10) days after we receive them, they will be deemed approved.

6.3 Press Releases; Promotions; Compliance. You may not: (i) issue any press release or similar promotion related to the Restaurant unless we expressly approve the press release or promotion in writing in advance; or (ii) conduct any advertising or promotional activities that fall outside our Standards and Specifications.

7. **Products, Equipment, Services, Supplies, and Merchandise**.

7.1 Sources. You must purchase, license, or otherwise obtain all products, equipment, services, supplies, and merchandise that we specify only from us, from our affiliates, from suppliers we designate, or from suppliers you select and we approve.

7.2 Right to Receive Revenue, Profits, and Other Benefits. You acknowledge and agree that: (i) we and our affiliates may enter into agreements with third parties, pursuant to which we and our affiliates may derive revenue, profits, and other benefits, such as rebates, discounts, and allowances, as a result of purchases we require you to make from such third parties; and (ii) we may require you to purchase products, equipment, services, supplies, and merchandise from us and our affiliates, and that we and our affiliates may derive revenue, profits, and other benefits from purchases we require you to make from us and such affiliates.

8. **Use of Marks; Limitation on Use of Marks.**

8.1 Use of Marks. You agree that you will: (i) use and display the Marks only in relation to the operation of the Restaurant; and (ii) use and display the Marks only in the form, manner, and locations that we approve or direct.

8.2 Limitations on Use of Marks. You agree that unless we expressly authorize you to do so in writing, you will not: (i) use or display the Marks in relation to any business or activity other than the operation of the Restaurant; (ii) use any trademark, trade name, service mark, logotype, other commercial symbol, or trade dress, other than the Marks, as a primary identifier of the Restaurant; (iii) offer the Products and Services, or any other products, equipment, services, supplies, or merchandise, under the Marks, except as set forth in this Agreement; (iv) use or display the Marks except in the form, manner, and locations that we specifically approve or direct; (v) use or register any Mark, any part of any Mark, or anything similar, as part of your name or the name of any entity related to your activities; (vi) use or register any Mark, any part of any Mark, or anything similar, as a part of any Internet domain name, social media site name, user name, or like name; (vii) use any Mark in any manner that may injure or disparage us or our reputation; or (viii) take any action that may harm or jeopardize any Mark, or our ownership of such Mark, in any way.

9. **Your Obligations.**

9.1 Compliance with Laws. You must develop, open, and operate the Restaurant in compliance with all applicable constitutions, statutes, rules, regulations, ordinances, and case law (collectively, the "Laws").

9.2 Compliance with Agreement, Operations Manual, and Standards and Specifications. You must develop, open, and operate your Restaurant in compliance with this Agreement, our Operations Manual, and our Standards and Specifications.

9.3 Products and Services. You must offer for sale all Products and Services that we direct you to offer. You must use reasonable commercial efforts to sell all Products and Services that we direct you to offer. We list our current Products and Services on Schedule B to this Agreement. We may add to, delete from, and modify such list and the Products and Services on it from time to time. We may not require you to offer all Products and Services at the Restaurant. You may not offer for sale any products, equipment, services, supplies, or merchandise that: (i) are substantially the same as the Champs Chicken Products and Services; or (ii) we have directed you not to offer.

9.4 Payment. You must pay promptly when due all amounts you owe us, our affiliates, and your other suppliers and vendors.

9.5 Confidentiality. "Confidential Information" means any information that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret. All of the following shall conclusively be deemed to be "Confidential Information" whether or not we designate them as such: (i) all information that we have marked or designated as confidential; (ii) our Operations Manual, together with all similar directives and documentation; (iii) our training programs and the material contained in them; (iv) our Standards and Specifications; (v) our cost information; and (vi) all other information that we provide to you in confidence.

9.5.1 You agree that: (i) we own the Confidential Information; and (ii) the Confidential Information shall remain our sole and exclusive property.

9.5.2 You will: (i) hold all Confidential Information in confidence; (ii) not use, discuss, communicate, or transmit to others, or make any unauthorized copy of or use Confidential Information in any capacity, position, or business except the Restaurant franchised under this Agreement or a restaurant franchised under some other Champs Chicken franchise agreement; (iii) take all reasonable action that we specify to prevent unauthorized use or disclosure of the Confidential Information, and to protect our interests in the Confidential Information; and (iv) at all times use your best efforts to prevent unauthorized copying or disclosure of any and all Confidential Information.

9.6 Renovation. You must renovate the Restaurant, and renovate or replace the Restaurant's furniture, fixtures, equipment, décor, and signage, from time to time as we direct, at your sole cost and expense, to conform the Restaurant to: (i) our then-current Standards and Specifications; and (ii) our judgment as to the condition, state of repair, functionality, and general appearance of your Restaurant, furniture, fixtures, equipment, décor, and signage compared to the condition, state of repair, functionality, and general appearance that we consider desirable.

10. **Inspections**. You agree that: (i) we may, at any time the Restaurant is required to be or is in fact open for business, without notice, enter onto the premises of the Restaurant to determine your compliance with this Agreement; (ii) we may examine, inspect, and photograph, and videotape all areas and aspects of the Restaurant; and (iii) you and your personnel will provide us with all assistance we may request in the course of any such inspection.

11. **Reports, Documents, and Data; Use of Information**.

11.1 Reports, Documents, and Data.

11.1.1 We may request that you provide us with continuing and other reports, documents, and data related to the Restaurant. If we request such items, you will prepare and deliver the items we requested to us so that we actually receive them by end of the date we specify.

11.1.2 We may request that suppliers provide us with reports, documents, and data related to your purchases. You hereby authorize such suppliers to prepare and deliver the items we may request.

11.2 Use of Information. You hereby authorize us to incorporate: (i) in our franchise disclosure documents; (ii) in bulletins, reports, and other memoranda; and (iii) in any advertising and promotional materials, information we derive from the reports, documents, and data you or your suppliers are required to provide to us.

12. **Indemnification and Insurance**.

12.1 Indemnification. You will, at your sole cost and expense, defend, indemnify, and hold harmless us and our affiliates, and our and such affiliates' directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (collectively, the "Indemnitees"), from and against any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages (actual, consequential, multiplied, enhanced, exemplary, punitive, and otherwise), expenses, costs, liability, and liabilities, of any nature or kind, including without limitation attorneys' fees and costs (collectively, the "Losses"), arising out of or related to any action, suit, proceeding, claim, demand, or investigation (collectively, the "Claims"), arising out of or related to: (i) this Agreement; (ii) the Restaurant; or (iii) the business relationship between you and us (collectively, your "Indemnification Obligations").

12.2 Insurance. You will obtain and maintain, at your sole cost and expense, the insurance policies and coverages we require, in forms and through insurance companies satisfactory to us.

13. **Transfer**. The Franchise granted under this Agreement is granted to you only. You may not, without our prior express written consent, transfer, assign, subfranchise, or otherwise authorize others to use any direct, indirect, or beneficial interest of yours in or to this Agreement, the Franchise granted under this Agreement, the System, or the other rights we grant you in relation to this Agreement.

14. **Termination**.

14.1 Termination by You. You may terminate this Agreement at any time on thirty (30) days' written notice of termination to us.

14.2 Termination by Us.

14.2.1 Immediate Termination. We may terminate this Agreement immediately on notice of termination to you: (i) if you breach any provision of Section 10 ("Inspections") of this Agreement; or (ii) if you commit any breach of this Agreement that is not reasonably susceptible of cure.

14.2.2 Termination with Opportunity to Cure. We may terminate this Agreement after ten (10) days' written notice of breach to you and your failure to cure such breach by the end of such cure period, if you breach any provision of this Agreement not described in Section 14.2.1 of this Agreement.

14.3 Reimbursement of Training Costs. Notwithstanding anything set forth in this Agreement to the contrary: (i) if you terminate this Agreement within one (1) year after the Opening Date of the Restaurant, you must pay us Three Thousand Five Hundred and No/100 Dollars ($3,500) together with your notice of termination; or (ii) if we terminate this Agreement within one (1) year after the Opening Date due to your breach, you must pay us Three Thousand Five Hundred and No/100 Dollars ($3,500) so that we actually receive such payment by the end of ten (10) days after we demand such payment, to reimburse us for our training costs and expenses.

15. **Obligations on Termination**. On termination of this Agreement for any reason, you will immediately: (i) cease all use of the System; (ii) pay us and our affiliates all amounts you owe; (iii) return all Confidential Information, and all copies of all Confidential Information, to us; and (iv) comply with our then-current de-identification requirements.

16. **Miscellaneous Provisions**.

16.1 Notices.

16.1.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered in person by the other party; (ii) one (1) business day after being sent by reputable commercial courier service for next business day delivery; (iii) five (5) business days after being deposited in the United States mail for certified or registered delivery, return receipt requested, postage prepaid; or (iv) on the intended recipient's failure or refusal to accept delivery of any notice given pursuant to this Section 16.1.1, which failure or refusal shall be deemed constructive delivery effective on the earlier of the date of such refusal or the dates set forth in Clauses (i) through (iii) of this Section 16.1.1. UPS, Federal Express, and any successors thereto shall conclusively be deemed "reputable commercial courier services."

16.1.2 You and we will direct notices to the other, to the address for the other set forth on Schedule A to this Agreement.

16.2 Further Assurances. You agree that: (i) you will perform such acts, and will execute and deliver such agreements and other documents to us, as we may deem necessary or beneficial to effect the intent of this Agreement; (ii) you will not condition or delay the performance of such acts or the execution and delivery of such agreements and other documents; and (iii) you will deliver such agreements and other documents to us so that we actually receive them by the end of thirty (30) days after we deliver them to you for execution.

16.3 Dispute Resolution.

16.3.1 Litigation. In the event of any dispute arising out of or related to this Agreement, including without limitation any dispute arising out of or related to the making of this Agreement, such dispute shall be resolved exclusively through litigation. Such litigation shall be conducted on an individual, not a class-wide, basis. No litigation under this Agreement may be consolidated with any other litigation involving us and any other person without our prior written consent.

16.3.2 Governing Law. The existence, validity, construction, enforcement, and sufficiency of performance of this Agreement shall be determined exclusively in accordance with, and governed exclusively by, the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, which laws shall prevail in the event of any conflict of laws. Notwithstanding the foregoing, all litigation hereunder, to the extent governed by the United States Trademark Act of 1946, shall be governed by such Trademark Act of 1946.

16.3.3 Forum, Venue, and Jurisdiction. In the event of any litigation arising out of or related to this Agreement, including without limitation any litigation arising out of or related to the making of this Agreement, the exclusive forum and venue for such litigation shall be a state or federal court having jurisdiction over the subject matter in or for the city or county where our principal place of business is located. You hereby irrevocably accept and submit to, generally and unconditionally, the exclusive jurisdiction of any such court in any such action or proceeding and hereby waive all defenses based on jurisdiction, venue, and forum non conveniens.

16.3.4 WAIVER OF TRIAL BY JURY. YOU AND WE HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO: (I) THIS AGREEMENT; (II) THE RESTAURANT; AND (III) THE BUSINESS RELATIONSHIP BETWEEN YOU AND US.

16.3.5 Attorneys' Fees. In the event of any dispute arising out of or related to this Agreement, including without limitation any dispute arising out of or related to the making of this Agreement, the non-prevailing party shall pay the prevailing party, on demand, such prevailing party's costs, including without limitation such prevailing party's reasonable attorneys' fees and costs, and further including without limitation such prevailing party's reasonable attorneys' fees and costs of appeal, and further including without limitation such prevailing party's reasonable attorneys' fees and costs of collection, all of which shall be taxed as costs, so that the prevailing party actually receives such amounts by the end of ten (10) days after demand therefor. In the event of any breach of this Agreement, the breaching party shall pay the non-breaching party such non-breaching party's costs related to such breach, including without limitation such non-breaching party's reasonable attorneys' fees and costs, and further including without limitation such non-breaching party's reasonable attorneys' fees and costs of collection, so that the non-breaching party actually receives such amounts by the end of ten (10) days after demand therefor.

16.4 Relationship of the Parties. You acknowledge and agree that: (i) the relationship between you and us is solely and exclusively an independent contractual relationship; (ii) you do not have any right, power, or authority to obligate or to bind us, legally or otherwise; (iii) nothing in this Agreement may be construed to create a partnership or a joint venture, or an agency, fiduciary, or employment relationship; (iv) we will not be liable for any damages to any person or property that directly or indirectly arise out of or relate to the Store or the Restaurant; and (v) except as otherwise set forth in this Agreement, we do not have control or any right of control over your business.

17. **Construction of Agreement.**

17.1 Merger; Entire Agreement. This Agreement, including the schedules and addenda to this Agreement, is a complete integration that sets forth the entire agreement between you and us, fully superseding any and all prior negotiations, agreements, representations, and understandings between you and us, whether oral or written, related to the subject matter of this

Agreement. You and we hereby expressly agree that there are no other oral or written agreements, "side-deals," arrangements, or understandings between you and us except as expressly set forth in this Agreement.

17.2 Interpretation. The Recitals to this Agreement shall be construed as a material and enforceable part of this Agreement for all purposes, and shall in no event be considered prefatory material or mere surplusage. Except as otherwise set forth in this Agreement, the language of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either party. Both parties are skilled and experienced business professionals, and both have contributed to the negotiation and drafting of this Agreement. As a result, in no event may any adverse construction of this Agreement be attributed to either party as the drafting party. The word "including" means "including without limiting the scope or generality of" any requirement or description related to such word. Where this Agreement uses the word "expressly," it means that the matter at issue must be stated with specificity, and not left to inference or implication.

17.3 Survival of Obligations. All obligations of this Agreement that expressly or by their nature require performance after the termination or expiration of this Agreement, or that by their nature would reasonably be expected to continue in effect after termination or expiration of this Agreement, shall continue in full force and effect after and notwithstanding this Agreement's termination or expiration, until they are satisfied in full or by their nature expire. Such obligations shall include, without limitation, provisions applicable to: (i) your obligations on termination or expiration; (ii) the protection of the Marks; (iii) Confidential Information; (iv) indemnification; and (v) dispute resolution. The provisions of this Agreement may be enforced through specific performance. We are entitled to all remedies at law or in equity to protect our rights, including without limitation injunctive relief and specific performance. Bond is hereby waived should we seek any injunctive relief or specific performance.

17.4 Authority to Enter Into Agreement. The parties hereby attest that they are fully authorized to enter into this Agreement.

17.5 Submission of Agreement. Submission of this Agreement to you does not constitute an offer to enter into a contract. This Agreement shall become effective only on its execution by you and us, and shall not be binding on us unless and until it is signed by our authorized officer and delivered to you.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the Effective Date.

US:	YOU:
CHAMPS CHICKEN FRANCHISING, LLC	______________________________ PRINT FULL LEGAL NAME OF COMPANY
By: ______________________________ Shawn Burcham Title: Chief Executive Officer	By: ______________________________ ______________________________ PRINT FULL NAME OF PERSON SIGNING THIS AGREEMENT Title: ______________________________

Fractional Franchise

If you are not in one of the following states, California, Hawaii, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, Virginia or Washington, and you meet the following two conditions, you are eligible to be treated as a fractional franchise. By checking the boxes below and initialing each condition, you are confirming that (i) you meet the requirements of a fractional franchisee and (ii) you are acknowledging that, as a fractional franchisee, you will not be issued a Franchise Disclosure Document.

		Initial
☐	The franchisee, any of the franchisee's current directors or officers, or any current directors or officers of a parent or affiliate, has more than two (2) years of experience in the same type of business; and	______ Us ______ You
☐	The parties have a reasonable basis to anticipate that the sales arising from the relationship will not exceed 20% of the franchisee's total dollar volume in sales during the first year of operation.	______ Us ______ You

You hereby covenant, warrant, represent, and agree that you will not: (i) make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand; (ii) commence, or cause or permit to be commenced; (iii) prosecute, or cause or permit to be prosecuted; or (iv) assist or cooperate in the commencement or prosecution of, any suit or action at law or in equity or otherwise, any arbitration or like proceeding, or any administrative or agency proceeding, alleging, claiming, or raising any matter contrary to the matters set forth above regarding the Fractional Franchise.

ADDRESSES AND CONTACT INFORMATION; EQUIPMENT; SPECIAL TERMS AND CONDITIONS

1. **Approved Location**. The Restaurant address and contact information are:

Address: ______________________________
____
____
____

Contact Person: ______________________________
Office Number: ______________________________
Mobile Number: ______________________________
Fax Number: ______________________________
Email Address: ______________________________

2. **Your Billing Address**. Your billing address and contact information are:

Address: ______________________________
____
____
____

Contact Person: ______________________________
Office Number: ______________________________
Mobile Number: ______________________________
Fax Number: ______________________________
Email Address: ______________________________

3. **Your Address for Delivery of Notices**. Your address for delivery of notices and the person to whom we must direct notices are:

Address: ______________________________
____
____
____

Attention: ______________________________

4. **Our General Address**. Our general address and contact information are:

Address:	P.O. Box 160 Holts Summit, Missouri 65043
Office Number:	(888) 581-9188
Fax Number:	(573) 896-9583

5. **Our Addresses for Delivery of Notices**.

5.1 Our address for delivery of notices that you send by courier (e.g., UPS or Federal Express) and the person to whom you must direct such notices are:

Address:	170 Commerce Drive Holts Summit, Missouri 65043
Attention:	President

5.2 Our address for delivery of notices that you send by certified or registered U.S. mail and the person to whom you must direct such notices are:

Address:	P.O. Box 160 Holts Summit, Missouri 65043
Attention:	President

6. **Opening Date**. The Opening Date of Your Restaurant is: ____________________, 20____.

7. **Equipment**. You currently have the following equipment for use in the Restaurant:

Fryer:

Manufacturer	Model	Serial Number	Year Manufactured

Batter/Breading Table:

Manufacturer	Model	Serial Number	Year Manufactured

Initials:

______________ ______________
Champs Chicken You

Hot Case:

Manufacturer	Model	Serial Number	Year
Manufactured			

☐ **All equipment meets Champs Chicken's requirements and is in good working order.**

8. **Special Terms and Conditions:**

____

____

____

____

____

____.

CURRENT PRODUCTS AND SERVICES

CHAMPS CHICKEN STANDARD ITEMS:

Champs Chicken Breading
Champs Chicken Batter Mix
Champs Chicken Southern Style Fish Breading
Champs Chicken Shortening
Champs Chicken Wax Bags
Champs Chicken Snack Boxes
Champs Chicken Lunch Boxes
Champs Chicken Dinner Boxes
Champs Chicken Picnic Boxes
Champs Chicken 3 Compartment Container
Champs Chicken Cutlery Packets
Champs Chicken Aluminum Foil Wraps
Champs Chicken 2# Food Tray
Champs Chicken Hot/Cold Deli Bags
Champs Chicken Side Item Containers
Champs Chicken 1 Compartment Container
Champs Chicken Dipping Cups – All Varieties
Champs Chicken Frozen Potato Wedges or 90 ct. Idaho White Potatoes (or closest size)
Champs Chicken Shortening Preserver
Champs Chicken Filter Paper
Champs Chicken Fryer Cleaner
Champs Chicken White Peppered Gravy
Champs Chicken Frozen Chicken Gravy
Champs Chicken Catfish
Champs Chicken Tenders
Champs Chicken Fillets
Champs Chicken Buns
Champs Chicken Homestyle Pickles
Champs Chicken Jumbo Wings
Champs Chicken Livers & Gizzards
Champs Chicken Dippers 8-Piece
CVP Marinated Chicken
Champs Chicken Sauces, 1 Gal. – All Varieties
Champs Chicken Shrimp
Champs Chicken Seasoned Mashed Potatoes
Champs Chicken Mac N' Cheese
Champs Chicken Homestyle Green Beans
Champs Chicken Seasoned Butter Corn
Champs Chicken EZ Split Biscuits
Champs Chicken Pork Tenderloin
Champs Chicken Hushpuppies
Champs Chicken Crab Rangoon
Champs Chicken Egg Roll
Champs Chicken Ultimate Seasoning

CHAMPS CHICKEN BREAKFAST ITEMS:

Champs Chicken Croissants
Champs Chicken Smoked Bacon
Champs Chicken Sausage Patties
Champs Chicken Country Ham
Champs Chicken Potato Dippers
Champs Chicken Tortillas
Champs Chicken Cheesy Eggs
Champs Chicken Sandwich Wrap
Champs Chicken Sandwich Labels
Champs Chicken EZ Split Biscuits
Champs Chicken Sausage Gravy

STATE LAW ADDENDUM

FOR RESIDENTS OF THE STATE OF CALIFORNIA

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

2. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

3. The Franchise Agreement permits you to litigate with us only in place where our principal place of business is located. This provision may not be enforceable under California Law.

4. California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the California Department of Corporations prior to making a solicitation of a proposed material modification of an existing franchise.

5. Section 16.3.4 Waiver of Trial by Jury, is deleted in its entirety.

6. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of California law applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF ILLINOIS

1. Section 20.6 of the Franchise Agreement is modified by adding the following:

   > If your Champs Chicken Restaurant is located in Illinois, the Franchise Agreement and the relationship between the parties shall be governed by and construed in accordance with Illinois law.

2. Section 704/41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision of the Franchise Agreement purporting to require you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. Therefore, Section 16.3.3 of the Franchise Agreement will be modified by adding the following language at the end of such section:

   > Notwithstanding anything set forth in this section to the contrary, all litigation, court proceedings, lawsuits, court hearings, and other hearings initiated by you or us with respect to claims under the Illinois Franchise Disclosure Act will be venued exclusively in the State of Illinois.

3. Sections 705/19 and 705/20 of the Illinois Franchise Disclosure Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Franchise Agreement contains a

provision that is inconsistent with the Illinois Franchise Disclosure Act, the Illinois Franchise Disclosure Act will control.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Illinois Franchise Disclosure Act applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF INDIANA

1. Notwithstanding any provisions of the Franchise Agreement to the contrary, you will have the right to petition a Court of competent jurisdiction for injunctive relief relating to our improper termination of the Franchise Agreement or our unreasonable refusal to consent to transfer or assignment by you of the Franchise Agreement.

2. The provisions of Section 13 of the Franchise Agreement shall not apply to the extent that such provisions are in conflict with Indiana Code 23-2-2.7-1(10).

3. The Indiana Deceptive Franchise Practices Law provides that it is unlawful for a franchise agreement to contain certain provisions limiting litigation brought for the breach of the agreement in any manner whatsoever.

4. The Indiana Deceptive Franchise Practices Law provides rights to you concerning termination of the Franchise Agreement. To the extent the Franchise Agreement contains a provision that is inconsistent with the Indiana Deceptive Franchise Practices Law, the Indiana Deceptive Franchise Practices Law will control.

5. The provisions of Section 16.3.3 of the Franchise Agreement shall not apply to the extent that such provisions are in conflict with Indiana Code 23-2-2.7-1(10). The Indiana Deceptive Franchise Practices Law requires that litigation between an Indiana franchisee and a franchisor will be conducted in Indiana or at a site mutually agreed on by the parties.

6. Notwithstanding Section 12.1 of the Franchise Agreement, any indemnification for liability caused by your proper reliance on or use of procedures and materials we provided or caused by our negligence will not apply to the extent that such provision is in conflict with Indiana Code Sections 23-2-2.7(5) and 23-2-2.7-1(10).

7. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Indiana Deceptive Franchise Practices Law applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF MINNESOTA

1. Section 14.2 of the Franchise Agreement will be amended to require that in the event we provide you with written notice that you have breached the Franchise Agreement, such written notice will be provided to you at least ninety (90) days prior to the date we terminate the Franchise Agreement, and you will have sixty (60) days after receipt of such written notice within which to correct the breach specified in the written notice.

2. Section 16.3.3 of the Franchise Agreement is hereby amended by adding the following language:

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. Section 16.3.4, Waiver of Trial by Jury, is deleted in its entirety.

4. The Minnesota Department of Commerce requires that we indemnify you against liability to third parties for infringement resulting from your use of the trademarks licensed under the Franchise Agreement. Requirements imposed under the Minnesota Franchise Act will supersede inconsistent provisions contained in the Franchise Agreement.

5. Minn. Rule 2860.4400J prohibits waiver of a jury trial. If the Franchise Agreement and/or the Disclosure Document contain a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

6. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF NEW YORK

1. Section 16.3.2 of the Franchise Agreement will be amended to provide that all rights enjoyed by you and any cause of action arising in your favor from the laws of the State of New York and the regulations issued thereunder will remain in force, satisfying the non-waiver requirements of General Business Law §687.4 and §687.5.

2. Modifications to the Operations Manual by us will not unreasonably increase your obligations or place an excessive economic burden on your operations.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of New York law applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF NORTH DAKOTA

1. Any provision of the Franchise Agreement that designates jurisdiction or venue outside of the State of North Dakota or requires you to agree to jurisdiction or venue in a forum outside of the State of North Dakota, is void with respect to any cause of action that is otherwise enforceable in the State of North Dakota.

2. The Franchise Agreement shall be construed under the laws of the State of North Dakota.

3. Section 16.3.4, Waiver of Trial by Jury, is deleted in its entirety.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law applicable to the provisions are met

independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF THE STATE OF VIRGINIA

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According 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 does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

FOR RESIDENTS OF THE STATE OF WASHINGTON

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Champs Chicken including the areas of termination of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "WFIPA") shall prevail.

3. A release or waiver of rights executed by a franchisee shall not include rights under the WFIPA except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the WFIPA, rights or remedies under the WFIPA such as a right to a jury trial may not be enforceable.

4. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law applicable to the provisions are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding anything set forth in Section 17.1 ("Merger; Entire Agreement") of the Franchise Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum shall control.

Applicable State or Commonwealth: ________________________________

IN WITNESS WHEREOF, the parties to this Addendum, intending to be legally bound hereby, have duly executed and delivered this Addendum as of the Effective Date of the Franchise Agreement.

US:

CHAMPS CHICKEN FRANCHISING, LLC

By: ________________________________
Shawn Burcham
Title: Chief Executive Officer

YOU:

[redacted]
PRINT FULL LEGAL NAME OF COMPANY

By: [redacted]

[redacted]
PRINT FULL NAME OF PERSON SIGNING ON YOUR BEHALF

Title: [redacted]

EXHIBIT B

CHAMPS CHICKEN FRANCHISING, LLC

GOLD, SILVER, AND BRONZE ADDENDA
TO FRANCHISE AGREEMENT

GOLD LEVEL

SPECIAL TERMS AND CONDITIONS ADDENDUM TO THE CHAMPS CHICKEN FRANCHISE AGREEMENT

FOR BUSINESS-WITHIN-A-BUSINESS LOCATIONS

THIS ADDENDUM (the "Addendum") is made and entered into the ________ day of _______________, 20____ (the "Effective Date"), by and between CHAMPS CHICKEN FRANCHISING, LLC, a Delaware limited liability company ("we," "us," or "our"), and ____________________________________ ("you" or "your").

RECITALS

A. You and we are entering into a Champs Chicken® franchise agreement (the "Franchise Agreement") together with this Addendum.

B. You and we mutually desire to add certain provisions to, and to modify, the Franchise Agreement as set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Addendum, you and we hereby agree as follows:

1. Definitions.

1.1 Accounting Period. "Accounting Period" shall mean the four (4) week accounting period we prescribe.

1.2 Branded Products. "Branded Products" shall mean the Champs Chicken branded products that: (i) we specify; and (ii) you purchase from us or our affiliates. We will list the Branded Products in the Operations Manual or otherwise in writing. We will have the right to add to, delete from, and modify the items that are included within the scope of "Branded Products" from time to time.

1.3 BWB Location. "BWB Location" shall mean a Champs Chicken restaurant that is located in a grocery store, convenience store, or similar business-within-a-business location that you or an affiliate of yours operate.

1.4 Independent Location. "Independent Location" shall mean a Champs Chicken restaurant that is located: (i) in a freestanding building, or in a strip mall or similar shopping center; or (ii) in a business a third party operates, like a shopping center food court or an airport; or (iii) a mobile location such as a food truck or food trailer.

1.5 MDF. "MDF" shall mean "marketing development fund" as set forth in Section 3 of this Addendum.

1.6 Program Quarter. "Program Quarter" shall mean three (3) or four (4) consecutive Accounting Periods as we may prescribe.

1.7 Program Year. "Program Year" shall mean: (i) thirteen (13) consecutive Accounting Periods; and (ii) four (4) consecutive Program Quarters.

1.8 VIR. "VIR" shall mean "volume incentive rebate" as set forth in Section 2 of this Addendum.

1.9 Capitalized terms used but not otherwise defined in this Addendum shall have the same meanings as are ascribed to them in the Franchise Agreement.

2. VIR Program: Cash Rebates to You for Purchases You Make.

2.1 VIR Program. We have developed a program under which we will pay you a rebate based on your net purchases of Branded Products. We refer to this program as the "VIR Program."

2.2 Amount of Rebate. The amount of the rebate we pay you under the VIR Program will be a percentage of the Restaurant's total net purchases of Branded Products per Program Year, as set forth in the following table:

TABLE #1 VIR PROGRAM: CASH REBATES TO YOU FOR PURCHASES YOU MAKE	
If the Restaurant's Net Purchases of Branded Products from Us or Our Affiliates for the Program Year Are:	**We Will Pay You a Rebate Equal to the Following Percentage of Your Total Net Purchases of Branded Products:**
Less than $80,000	0%
$80,000 to $89,999.99	1%
$90,000 to $99,999.99	2%
$100,000 to $109,999.99	3%
$110,000 to $119,999.99	4%
$120,000 and Over	5%

2.3 Example. As an example of the rebate calculation, assume that your total net purchases of Branded Products during Program Year 2018 are $115,000. We would pay you a rebate of $4,600 (i.e., $115,000 x .04).

2.4 Payment Date. We will pay you the amount of the rebate we may owe by February 28 of each year for net purchases of Branded Products during the immediately-preceding Program Year.

2.5 Condition Precedent to Payment of Rebates; Compliance with Agreements.

2.5.1 Condition Precedent to Payment of Rebates. Each Program Year after your first Program Year, you must qualify to receive your rebate. To qualify, your total net purchases of Branded Products during the Program Year must exceed your total net purchases of Branded Products during the immediately-preceding Program Year by two and one-half percent (2.5%) or more.

2.5.2 Compliance with Agreements. We will not be required to pay you any rebate: (i) if we have notified you of any non-compliance with the Franchise Agreement during the immediately-preceding Program Year; (ii) if you are, at the end of the Program Year, or on the date we are required to pay you the rebate, in breach of the Franchise Agreement; (iii) if you or any of your affiliates are, at the end of the Program Year, or on the date we are required to pay you the rebate, in breach of any other agreement to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties; (iv) if you have not been in substantial compliance with the Franchise Agreement during so much of the term of the Franchise Agreement as has expired; or (v) if you or any of your affiliates have not been in substantial compliance with all other agreements to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties, during so much of the terms of such agreements as have expired. We will have the sole discretion to determine whether you or any of your affiliates are in breach of the Franchise Agreement or the other agreements described in this Section 2.5.2, or whether you or any of your affiliates have not been in substantial compliance with such agreements.

2.5.3 Ownership of Amounts. You acknowledge and agree that: (i) all amounts set forth in Section 2.2 of this Addendum and otherwise are our sole and exclusive property until we have actually paid the rebate related to such amounts to you; and (ii) if you are not entitled to a rebate pursuant to Section 2.5.1, Section 2.5.2, or otherwise, all amounts related to such rebate will remain our sole and exclusive property and you will not have any rights to them.

2.6 Our Rights. We reserve the right: (i) to add to, delete from, and modify any or all of the Net Purchase levels or Rebate percentages shown in Table #1; and (ii) to discontinue the VIR Program, at any time, on notice to you, all as we deem appropriate in our sole discretion. If we discontinue the VIR Program, we will pay you the amount of the rebate you earned through the date we discontinue the VIR Program as set forth in this Section 2 of this Addendum.

3. **MDF Program: Reimbursement for Qualified Advertising You Publish.**

3.1 MDF Program. We have developed a program under which we will reimburse you for a portion of your expenditures for qualified advertising you publish. We refer to this program as the "MDF Program."

3.2 Definitions.

3.2.1 Accrual Fund. "Accrual Fund" shall mean the advertising fund or funds that we create.

3.2.2 Advertising Claim. "Advertising Claim" shall mean a request for reimbursement that you submit to us, in writing, using the form we specify, in the manner we specify, requesting that we use amounts you have accrued in the Accrual Fund to reimburse you for Qualified Advertising you publish. Such Advertising Claim must include: (i) proof that the Qualified Advertising for which you are requesting reimbursement was in fact published; (ii) the date of such publication; (iii) the net amount you paid for such publication; and (iv) such other information as we may request.

3.2.3 Balance. "Balance" shall mean the amount we are holding in the Accrual Fund from your net purchases of Branded Products. "Balance" shall not include amounts we are holding in the Accrual Fund for our other franchisees' purchases of Branded Products or for any other reason.

3.2.4 Qualified Advertising. "Qualified Advertising" shall mean advertising in broadcast, print, or electronic media, or any other advertising material or signage we approve for reimbursement with MDF Program funds, that: (i) you submit to us in the manner we specify for our approval prior to purchase or publication; and (ii) we approve in writing.

3.3 Accrual Fund; Deposits We Make Into Accrual Fund. We will create the Accrual Fund. We will deposit six percent (6.0%) of your total net purchases of Branded Products into the Accrual Fund.

3.4 Reimbursement for Expenditures for Qualified Advertising. To receive reimbursement of expenditures you made for purchase or publication of Qualified Advertising, you must submit an Advertising Claim to us. You must submit such Advertising Claim so that we actually receive it by the end of ninety (90) days after the Qualified Advertising that is the subject of the Advertising Claim was published.

3.4.1 If we approve the Advertising Claim, we will reimburse you for the amount of the Advertising Claim, up to the amount of the Balance we are holding for you in the Accrual Fund from your net purchases of Branded Products.

3.4.2 Notwithstanding anything set forth in Section 3.4.1 of this Addendum, we reserve the right to pay the amount of any Advertising Claim directly to the applicable supplier of advertising, and not to you.

3.4.3 In no event will we be required to reimburse you for any amount in excess of your Balance in the Accrual Fund. In no event will we be required to pay any supplier of advertising any amount in excess of your Balance in the Accrual Fund.

3.5 Reimbursement Date. We will pay you the amount of any Advertising Claim we may owe by the end of thirty (30) days after the end of each Program Quarter for the immediately-preceding Program Quarter.

3.6 Expiration. Any portion of your Balance in the Accrual Fund that is over one (1) Program Year old will be deducted from the Balance and will not be eligible to be used for reimbursement of an Advertising Claim. We will have the right to use such portion as we deem appropriate.

3.7 MDF Policies and Procedures. Our Standards and Specifications (as defined in the Franchise Agreement) specifically include, without limitation, rules, guidelines, standards, specifications, plans, programs, and procedures that we publish in connection with the MDF Program (collectively, the "MDF Policies and Procedures"). We may add to, delete from, and modify the MDF Policies and Procedures from time to time as we deem appropriate. You must comply with the MDF Policies and Procedures and all additions to, deletions from, and modifications of them.

3.8 Compliance with Agreements. We will not be required to pay any Advertising Claim under this Section 3: (i) if we have notified you of any non-compliance with the Franchise Agreement during the immediately-preceding Program Year; (ii) if you are, at the time you submit the Advertising Claim, in breach of the Franchise Agreement; (iii) if you or any of your affiliates are, at the time you submit the Advertising Claim, in breach of any other agreement to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties; (iv) if you have not been in substantial compliance with the Franchise Agreement during so much of the term of the Franchise Agreement as has expired; or (v) if you or any of your affiliates have not been in substantial compliance with all other agreements to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties, during so much of the terms of such agreements as have expired. We will have the sole discretion to determine whether you or any of your affiliates are in breach of the Franchise Agreement or the other agreements described in this Section 3.8, or whether you or any of your affiliates have not been in substantial compliance with such agreements.

3.9 Ownership of Amounts. You acknowledge and agree that all amounts set forth in Section 3.3 of this Addendum and otherwise are our sole and exclusive property until we have actually paid the Advertising Claim related to such amounts.

3.10 Our Rights.

3.10.1 We reserve the right to discontinue the MDF Program at any time on notice to you, as we deem appropriate in our sole discretion. If we discontinue the MDF Program, we will pay all Advertising Claims as set forth in this Addendum up to the amount of your Balance in the Accrual Fund, subject to Section 3.8 ("Expiration") of this Addendum.

3.10.2 We may charge you a reasonable fee for advertising and marketing materials you ask us to produce, or that we produce on your behalf. You agree that: (i) we may deduct the amount of these fees from your account in the Accrual Fund; and (ii) if the amount in your account in the Accrual Fund is not sufficient to pay the fees, you will pay us the amount you owe so that we actually receive the payment by the end of thirty (30) days after we request payment.

4. Territory. Section 4.2 ("Territory") of the Franchise Agreement, which section provides that:

> Your territory (your "Territory") will consist of the shell of the Store. Inside your Territory, we will not operate, and we will not authorize others to operate, restaurants using the System. Outside your Territory, we may operate, and we may authorize others to operate, restaurants using the System at any location, even if they compete with you.

shall be modified to provide as follows:

> Your territory (your "Territory") will consist of a one (1) mile radius around your Restaurant. Inside your Territory: (i) we will not operate, and we will not authorize others to operate, restaurants in BWB Locations using the System; and (ii) we may operate, and we may authorize others to operate, restaurants in Independent Locations using the System, even if they compete with you. Outside your Territory, we may operate, and we may authorize others to operate, restaurants using the System at any location, even if they compete with you. Notwithstanding anything set forth in Section 4.2(i) to the contrary, if there is another Champs Chicken restaurant in a BWB Location in your Territory as of the Effective Date of this Agreement: (a) such other restaurant may continue to operate; and (b) such operation shall not be a breach of this Section 4.2.

5. Other Requirements.

5.1 Term.

5.1.1 Five (5) Year Term. Section 2 ("Term") of the Franchise Agreement, which section provides that:

> This Agreement will commence on the Effective Date and will continue in effect until either party terminates this Agreement as set forth in this Agreement.

shall be modified to provide as follows:

> This Agreement will commence on the Effective Date and will continue in effect for five (5) years thereafter (the "Initial Term"). This Agreement will automatically renew for an unlimited number of consecutive five (5) year terms (each such additional term being referred to in this Agreement as a "Renewal

Term," and the Initial Term, together with all Renewal Terms, being referred to collectively as the "Term") unless you or we notify the other in writing, at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term, of such party's intent not to renew at the end of such Initial Term or then-current Renewal Term.

5.1.2 Damages for Termination. If we terminate the Franchise Agreement due to your breach prior to the expiration of the Initial Term or the then-current Renewal Term, or if you terminate the Franchise Agreement prior to the expiration of the Initial Term or the then-current Renewal Term, you will reimburse us the amount of: (i) all rebates we paid you under the VIR Program during the Initial Term or the then-current Renewal Term; and (ii) all Advertising Claims we paid under the MDF Program during the Initial Term or the then-current Renewal Term. You must pay us all amounts owed under this Section 5.1.2 so that we actually receive the payment by the end of ten (10) days after we request such payment.

5.2 Signage. You will purchase or lease from us, our affiliates, or suppliers we designate, the interior and exterior signage we specify. You will display and maintain such signage as we direct. Such signage will include, without limitation: (i) illuminated exterior signage; and (ii) a digital menu board.

5.3 Breakfast Program. You will, if we direct you to do so, participate in our breakfast program by offering for sale the breakfast items we specify, in compliance with our Standards and Specifications.

5.4 POS System. You will install, maintain, and use the point of sale ("POS") system that we designate. You will use your POS system as we direct. Our directions may require you, without limitation, to use your POS system: (i) to record your sales transactions; (ii) to print bar code labels and other labels; (iii) to prepare daily sales reports and similar periodic reports; (iv) to provide us with other reports, documents, and data that we may specify; and (v) to perform other functions that we may specify.

5.5 Sales Reporting. Section 11.1 ("Reports, Documents, and Data") of the Franchise Agreement shall be modified by adding the following language to such section, as Section 11.1.3:

> 11.1.3 Sales Reporting. You will provide us with daily sales reports and similar periodic reports, using the form or method we specify.

5.6 Equipment. You will purchase or lease from us, our affiliates, or suppliers we designate, the equipment we specify. You will use and maintain such equipment as we direct. Such equipment will include, without limitation: (i) a BKI fryer; (ii) a BKI hot case; and (iii) a Champs Chicken auto-sift breading table.

5.7 Test Marketing. We may from time to time conduct market research and testing to determine consumer trends and the marketability of new products, equipment, services, supplies, and merchandise (collectively, the "Test Products"). We will work with you in good faith to determine the Test Products that would be a good product match with your Store. You will assist us with such market research and testing by participating in any such programs as we may require, at your sole cost and expense. Such assistance may include, without limitation: (i) test-marketing Test Products through the Restaurant as we may direct; (ii) providing us with timely reports and other relevant information we may request regarding such test-marketing; and (iii) effectively promoting and making reasonable efforts to sell such Test Products. If we or our affiliates offer ingredients used in the Test Products, we will offer them to you at a discount off the list price.

6. <u>Miscellaneous.</u>

6.1 <u>Merger; Entire Agreement</u>. This Addendum, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between you and us, fully superseding any and all prior negotiations, agreements, representations, and understandings between you and us, whether oral or written, related to the subject matter of the Franchise Agreement and this Addendum. In the event of any conflict between any provision of this Addendum and a provision of the Franchise Agreement, the provision set forth in this Addendum shall control. A breach by you of this Addendum shall be deemed to be a breach of the Franchise Agreement. Notwithstanding the forgoing, nothing in this Addenda or any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosue Document.

6.2 <u>Dispute Resolution</u>. In the event of any dispute arising out of or related to this Addendum, including without limitation any dispute arising out of or related to the making of this Addendum, such dispute shall be resolved exclusively as set forth in Section 16.3 ("Dispute Resolution") of the Franchise Agreement. The provisions of this Section 6.2 shall remain in full force and effect after the expiration or termination of the Franchise Agreement.

6.3 <u>Submission of Addendum</u>. Submission of this Addendum to you does not constitute an offer to enter into a contract. This Addendum shall become effective only on its execution by you and us, and shall not be binding on us unless and until it is signed by our authorized officer and delivered to you.

The parties to this Addendum, intending to be legally bound hereby, have duly executed and delivered this Addendum as of the Effective Date.

US:	YOU:
CHAMPS CHICKEN FRANCHISING, LLC	______________________ PRINT FULL LEGAL NAME OF COMPANY
By: ______________________ Shawn Burcham Title: Chief Executive Officer	By: ______________________ ______________________ PRINT FULL NAME OF PERSON SIGNING THIS AGREEMENT Title: ______________________

SILVER LEVEL

SPECIAL TERMS AND CONDITIONS ADDENDUM
TO THE CHAMPS CHICKEN FRANCHISE AGREEMENT

FOR BUSINESS-WITHIN-A-BUSINESS LOCATIONS

THIS ADDENDUM (the "Addendum") is made and entered into the ________ day of ______________, 20____ (the "Effective Date"), by and between CHAMPS CHICKEN FRANCHISING, LLC, a Delaware limited liability company ("we," "us," or "our"), and ________________________________ ("you" or "your").

RECITALS

A. You and we are entering into a Champs Chicken® franchise agreement (the "Franchise Agreement") together with this Addendum.

B. You and we mutually desire to add certain provisions to, and to modify, the Franchise Agreement as set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Addendum, you and we hereby agree as follows:

1. **Definitions**.

1.1 Accounting Period. "Accounting Period" shall mean the four (4) week accounting period we prescribe.

1.2 Branded Products. "Branded Products" shall mean the Champs Chicken branded products that: (i) we specify; and (ii) you purchase from us or our affiliates. We will list the Branded Products in the Operations Manual or otherwise in writing. We will have the right to add to, delete from, and modify the items that are included within the scope of "Branded Products" from time to time.

1.3 MDF. "MDF" shall mean "marketing development fund" as set forth in Section 3 of this Addendum.

1.4 Program Quarter. "Program Quarter" shall mean three (3) or four (4) consecutive Accounting Periods as we may prescribe.

1.5 Program Year. "Program Year" shall mean: (i) thirteen (13) consecutive Accounting Periods; and (ii) four (4) consecutive Program Quarters.

1.6 VIR. "VIR" shall mean "volume incentive rebate" as set forth in Section 2 of this Addendum.

1.7 Capitalized terms used but not otherwise defined in this Addendum shall have the same meanings as are ascribed to them in the Franchise Agreement.

2. **VIR Program: Cash Rebates to You for Purchases You Make**.

2.1 VIR Program. We have developed a program under which we will pay you a rebate based on your net purchases of Branded Products. We refer to this program as the "VIR Program."

2.2 Amount of Rebate. The amount of the rebate we pay you under the VIR Program will be a percentage of the Restaurant's total net purchases of Branded Products per Program Year, as set forth in the following table:

TABLE #1 VIR PROGRAM: CASH REBATES TO YOU FOR PURCHASES YOU MAKE	
If the Restaurant's Net Purchases of Branded Products from Us or Our Affiliates for the Program Year Are:	**We Will Pay You a Rebate Equal to the Following Percentage of Your Total Net Purchases of Branded Products:**
Less than $80,000	0%
$80,000 to $89,999.99	0.5%
$90,000 to $99,999.99	1.0%
$100,000 to $109,999.99	1.5%
$110,000 to $119,999.99	2.0%
$120,000 and Over	2.5%

2.3 Example. As an example of the rebate calculation, assume that your total net purchases of Branded Products during Program Year 2018 are $115,000. We would pay you a rebate of $2,300 (i.e., $115,000 x .02).

2.4 Payment Date. We will pay you the amount of the rebate we may owe by February 28 of each year for net purchases of Branded Products during the immediately-preceding Program Year.

2.5 Condition Precedent to Payment of Rebates; Compliance with Agreements.

2.5.1 Condition Precedent to Payment of Rebates. Each Program Year after your first Program Year, you must qualify to receive your rebate. To qualify, your total net purchases of Branded Products during the Program Year must exceed your total net purchases of Branded Products during the immediately-preceding Program Year by two and one-half percent (2.5%) or more.

2.5.2 Compliance with Agreements. We will not be required to pay you any rebate: (i) if we have notified you of any non-compliance with the Franchise Agreement during the immediately-preceding Program Year; (ii) if you are, at the end of the Program Year, or on the date we are required to pay you the rebate, in breach of the Franchise Agreement; (iii) if you or any of your affiliates are, at the end of the Program Year, or on the date we are required to pay you the rebate, in breach of any other agreement to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties; (iv) if you have not been in substantial compliance with the Franchise Agreement during so much of the term of the Franchise Agreement as has expired; or (v) if you or any of your affiliates have not been in substantial compliance with all other agreements to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties, during so much of the terms of such agreements as have expired. We will have the sole discretion to determine whether you or any of your affiliates are in breach of the Franchise Agreement or the other agreements described in this Section 2.5.2, or whether you or any of your affiliates have not been in substantial compliance with such agreements.

2.5.3 Ownership of Amounts. You acknowledge and agree that: (i) all amounts set forth in Section 2.2 of this Addendum and otherwise are our sole and exclusive property until we have actually paid the rebate related to such amounts to you; and (ii) if you are not entitled to a rebate pursuant to Section 2.5.1, Section 2.5.2, or otherwise, all amounts related to such rebate will remain our sole and exclusive property and you will not have any rights to them.

2.6 Our Rights. We reserve the right: (i) to add to, delete from, and modify any or all of the Net Purchase levels or Rebate percentages shown in Table #1; and (ii) to discontinue the VIR Program, at any time, on notice to you, all as we deem appropriate in our sole discretion. If we discontinue the VIR Program, we will pay you the amount of the rebate you earned through the date we discontinue the VIR Program as set forth in this Section 2 of this Addendum.

3. **MDF Program: Reimbursement for Qualified Advertising You Publish.**

3.1 MDF Program. We have developed a program under which we will reimburse you for a portion of your expenditures for qualified advertising you publish. We refer to this program as the "MDF Program."

3.2 Definitions.

3.2.1 Accrual Fund. "Accrual Fund" shall mean the advertising fund or funds that we create.

3.2.2 Advertising Claim. "Advertising Claim" shall mean a request for reimbursement that you submit to us, in writing, using the form we specify, in the manner we specify, requesting that we use amounts you have accrued in the Accrual Fund to reimburse you for Qualified Advertising you publish. Such Advertising Claim must include: (i) proof that the Qualified Advertising for which you are requesting reimbursement was in fact published; (ii) the date of such publication; (iii) the net amount you paid for such publication; and (iv) such other information as we may request.

3.2.3 Balance. "Balance" shall mean the amount we are holding in the Accrual Fund from your net purchases of Branded Products. "Balance" shall not include amounts we are holding in the Accrual Fund for our other franchisees' purchases of Branded Products or for any other reason.

3.2.4 Qualified Advertising. "Qualified Advertising" shall mean advertising in broadcast, print, or electronic media, or any other advertising material or signage we approve for reimbursement with MDF Program funds, that: (i) you submit to us in the manner we specify for our approval prior to purchase or publication; and (ii) we approve in writing.

3.3 Accrual Fund: Deposits We Make Into Accrual Fund. We will create the Accrual Fund. We will deposit three and one-half percent (3.5%) of your total net purchases of Branded Products into the Accrual Fund.

3.4 Reimbursement for Expenditures for Qualified Advertising. To receive reimbursement of expenditures you made for purchase or publication of Qualified Advertising, you must submit an Advertising Claim to us. You must submit such Advertising Claim so that we actually receive it by the end of ninety (90) days after the Qualified Advertising that is the subject of the Advertising Claim was published.

3.4.1 If we approve the Advertising Claim, we will reimburse you for the amount of the Advertising Claim, up to the amount of the Balance we are holding for you in the Accrual Fund from your net purchases of Branded Products.

3.4.2 Notwithstanding anything set forth in Section 3.4.1 of this Addendum, we reserve the right to pay the amount of any Advertising Claim directly to the applicable supplier of advertising, and not to you.

3.4.3 In no event will we be required to reimburse you for any amount in excess of your Balance in the Accrual Fund. In no event will we be required to pay any supplier of advertising any amount in excess of your Balance in the Accrual Fund.

3.5 Reimbursement Date. We will pay you the amount of any Advertising Claim we may owe by the end of thirty (30) days after the end of each Program Quarter for the immediately-preceding Program Quarter.

3.6 Expiration. Any portion of your Balance in the Accrual Fund that is over one (1) Program Year old will be deducted from the Balance and will not be eligible to be used for reimbursement of an Advertising Claim. We will have the right to use such portion as we deem appropriate.

3.7 MDF Policies and Procedures. Our Standards and Specifications (as defined in the Franchise Agreement) specifically include, without limitation, rules, guidelines, standards, specifications, plans, programs, and procedures that we publish in connection with the MDF Program (collectively, the "MDF Policies and Procedures"). We may add to, delete from, and modify the MDF Policies and Procedures from time to time as we deem appropriate. You must comply with the MDF Policies and Procedures and all additions to, deletions from, and modifications of them.

3.8 Compliance with Agreements. We will not be required to pay any Advertising Claim under this Section 3: (i) if we have notified you of any non-compliance with the Franchise Agreement during the immediately-preceding Program Year; (ii) if you are, at the time you submit the Advertising Claim, in breach of the Franchise Agreement; (iii) if you or any of your affiliates are, at the time you submit the Advertising Claim, in breach of any other agreement to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties; (iv) if you have not been in substantial compliance with the Franchise Agreement during so much of the term of the Franchise Agreement as has expired; or (v) if you or any of your affiliates have not been in substantial compliance with all other agreements to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties, during so much of the terms of such agreements as have expired. We will have the sole discretion to determine whether you or any of your affiliates are in breach of the Franchise Agreement or the other agreements described in this Section 3.8, or whether you or any of your affiliates have not been in substantial compliance with such agreements.

3.9 Ownership of Amounts. You acknowledge and agree that all amounts set forth in Section 3.3 of this Addendum and otherwise are our sole and exclusive property until we have actually paid the Advertising Claim related to such amounts.

3.10 Our Rights.

3.10.1 We reserve the right to discontinue the MDF Program at any time on notice to you, as we deem appropriate in our sole discretion. If we discontinue the MDF Program, we will pay all Advertising Claims as set forth in this Addendum up to the amount of your Balance in the Accrual Fund, subject to Section 3.8 ("Expiration") of this Addendum.

3.10.2 We may charge you a reasonable fee for advertising and marketing materials you ask us to produce, or that we produce on your behalf. You agree that: (i) we may deduct the amount of these fees from your account in the Accrual Fund; and (ii) if the amount in your account in the Accrual Fund is not sufficient to pay the fees, you will pay us the amount you owe so that we actually receive the payment by the end of thirty (30) days after we request payment.

4. **Other Requirements**.

4.1 Term.

4.1.1 Three (3) Year Term. Section 2 ("Term") of the Franchise Agreement, which section provides that:

> This Agreement will commence on the Effective Date and will continue in effect until either party terminates this Agreement as set forth in this Agreement.

shall be modified to provide as follows:

> This Agreement will commence on the Effective Date and will continue in effect for three (3) years thereafter (the "Initial Term"). This Agreement will automatically renew for an unlimited number of consecutive three (3) year terms (each such additional term being referred to in this Agreement as a "Renewal Term," and the Initial Term, together with all Renewal Terms, being referred to collectively as the "Term") unless you or we notify the other in writing, at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term, of such party's intent not to renew at the end of such Initial Term or then-current Renewal Term.

4.1.2 Damages for Termination. If we terminate the Franchise Agreement due to your breach prior to the expiration of the Initial Term or the then-current Renewal Term, or if you terminate the Franchise Agreement prior to the expiration of the Initial Term or the then-current Renewal Term, you will reimburse us the amount of: (i) all rebates we paid you under the VIR Program during the Initial Term or the then-current Renewal Term; and (ii) all Advertising Claims we paid under the MDF Program during the Initial Term or the then-current Renewal Term. You must pay us all amounts owed under this Section 4.1.2 so that we actually receive the payment by the end of ten (10) days after we request such payment.

4.2 Signage. You will purchase or lease from us, our affiliates, or suppliers we designate, the interior and exterior signage we specify. You will display and maintain such signage as we direct. Such signage will include, without limitation: (i) illuminated exterior signage; and (ii) a digital menu board.

4.3 Breakfast Program. You will, if we direct you to do so, participate in our breakfast program by offering for sale the breakfast items we specify, in compliance with our Standards and Specifications.

5. **Miscellaneous**.

5.1 Merger; Entire Agreement. This Addendum, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between you and us, fully superseding any and all prior negotiations, agreements, representations, and understandings between you and us, whether oral or written, related to the subject matter of the Franchise Agreement and this Addendum. In the event of any conflict between any provision of this Addendum and a provision of the Franchise Agreement, the provision set forth in this Addendum shall control. A breach by you of this Addendum shall be deemed to be a breach of the Franchise Agreement. Notwithstanding the forgoing, nothing in this Addenda or any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosue Document.

5.2 Dispute Resolution. In the event of any dispute arising out of or related to this Addendum, including without limitation any dispute arising out of or related to the making of this Addendum, such dispute shall be resolved exclusively as set forth in Section 16.3 ("Dispute Resolution") of the Franchise Agreement. The provisions of this Section 5.2 shall remain in full force and effect after the expiration or termination of the Franchise Agreement.

5.3 Submission of Addendum. Submission of this Addendum to you does not constitute an offer to enter into a contract. This Addendum shall become effective only on its execution by you and us, and shall not be binding on us unless and until it is signed by our authorized officer and delivered to you.

The parties to this Addendum, intending to be legally bound hereby, have duly executed and delivered this Addendum as of the Effective Date.

US:

CHAMPS CHICKEN FRANCHISING, LLC

By: ______________________________

Shawn Burcham

Title: Chief Executive Officer

YOU:

[redacted]

PRINT FULL LEGAL NAME OF COMPANY

By: [redacted]

[redacted]

PRINT FULL NAME OF PERSON SIGNING THIS AGREEMENT

Title: [redacted]

BRONZE LEVEL

SPECIAL TERMS AND CONDITIONS ADDENDUM TO THE CHAMPS CHICKEN FRANCHISE AGREEMENT

FOR BUSINESS-WITHIN-A-BUSINESS LOCATIONS

THIS ADDENDUM (the "Addendum") is made and entered into the _______ day of _____________, 20____ (the "Effective Date"), by and between CHAMPS CHICKEN FRANCHISING, LLC, a Delaware limited liability company ("we," "us," or "our"), and _______________________________ ("you" or "your").

RECITALS

A. You and we are entering into a Champs Chicken® franchise agreement (the "Franchise Agreement") together with this Addendum.

B. You and we mutually desire to add certain provisions to, and to modify, the Franchise Agreement as set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Addendum, you and we hereby agree as follows:

1. **Definitions.**

1.1 Accounting Period. "Accounting Period" shall mean the four (4) week accounting period we prescribe.

1.2 Branded Products. "Branded Products" shall mean the Champs Chicken branded products that: (i) we specify; and (ii) you purchase from us or our affiliates. We will list the Branded Products in the Operations Manual or otherwise in writing. We will have the right to add to, delete from, and modify the items that are included within the scope of "Branded Products" from time to time.

1.3 MDF. "MDF" shall mean "marketing development fund" as set forth in Section 2 of this Addendum.

1.4 Program Quarter. "Program Quarter" shall mean three (3) or four (4) consecutive Accounting Periods as we may prescribe.

1.5 Program Year. "Program Year" shall mean: (i) thirteen (13) consecutive Accounting Periods; and (ii) four (4) consecutive Program Quarters.

1.6 Capitalized terms used but not otherwise defined in this Addendum shall have the same meanings as are ascribed to them in the Franchise Agreement.

2. **MDF Program: Reimbursement for Qualified Advertising You Publish.**

2.1 MDF Program. We have developed a program under which we will reimburse you for a portion of your expenditures for qualified advertising you publish. We refer to this program as the "MDF Program."

2.2 Definitions.

2.2.1 Accrual Fund. "Accrual Fund" shall mean the advertising fund or funds that we create.

2.2.2 Advertising Claim. "Advertising Claim" shall mean a request for reimbursement that you submit to us, in writing, using the form we specify, in the manner we specify, requesting that we use amounts you have accrued in the Accrual Fund to reimburse you for Qualified Advertising you publish. Such Advertising Claim must include: (i) proof that the Qualified Advertising for which you are requesting reimbursement was in fact published; (ii) the date of such publication; (iii) the net amount you paid for such publication; and (iv) such other information as we may request.

2.2.3 Balance. "Balance" shall mean the amount we are holding in the Accrual Fund from your net purchases of Branded Products. "Balance" shall not include amounts we are holding in the Accrual Fund for our other franchisees' purchases of Branded Products or for any other reason.

2.2.4 Qualified Advertising. "Qualified Advertising" shall mean advertising in broadcast, print, or electronic media, or any other advertising material or signage we approve for reimbursement with MDF Program funds, that: (i) you submit to us in the manner we specify for our approval prior to purchase or publication; and (ii) we approve in writing.

2.3 Accrual Fund; Deposits We Make Into Accrual Fund. We will create the Accrual Fund. We will deposit two percent (2.0%) of your total net purchases of Branded Products into the Accrual Fund.

2.4 Reimbursement for Expenditures for Qualified Advertising. To receive reimbursement of expenditures you made for purchase or publication of Qualified Advertising, you must submit an Advertising Claim to us. You must submit such Advertising Claim so that we actually receive it by the end of ninety (90) days after the Qualified Advertising that is the subject of the Advertising Claim was published.

2.4.1 If we approve the Advertising Claim, we will reimburse you for the amount of the Advertising Claim, up to the amount of the Balance we are holding for you in the Accrual Fund from your net purchases of Branded Products.

2.4.2 Notwithstanding anything set forth in Section 2.4.1 of this Addendum, we reserve the right to pay the amount of any Advertising Claim directly to the applicable supplier of advertising, and not to you.

2.4.3 In no event will we be required to reimburse you for any amount in excess of your Balance in the Accrual Fund. In no event will we be required to pay any supplier of advertising any amount in excess of your Balance in the Accrual Fund.

2.5 Reimbursement Date. We will pay you the amount of any Advertising Claim we may owe by the end of thirty (30) days after the end of each Program Quarter for the immediately-preceding Program Quarter.

2.6 Expiration. Any portion of your Balance in the Accrual Fund that is over one (1) Program Year old will be deducted from the Balance and will not be eligible to be used for reimbursement of an Advertising Claim. We will have the right to use such portion as we deem appropriate

2.7 MDF Policies and Procedures. Our Standards and Specifications (as defined in the Franchise Agreement) specifically include, without limitation, rules, guidelines, standards, specifications, plans, programs, and procedures that we publish in connection with the MDF Program (collectively, the "MDF Policies and Procedures"). We may add to, delete from, and modify the MDF Policies and Procedures from time to time as we deem appropriate. You must comply with the MDF Policies and Procedures and all additions to, deletions from, and modifications of them.

2.8 Compliance with Agreements. We will not be required to pay any Advertising Claim under this Section 2: (i) if we have notified you of any non-compliance with the Franchise Agreement during the immediately-preceding Program Year; (ii) if you are, at the time you submit the Advertising Claim, in breach of the Franchise Agreement; (iii) if you or any of your affiliates are, at the time you submit the Advertising Claim, in breach of any other agreement to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties; (iv) if you have not been in substantial compliance with the Franchise Agreement during so much of the term of the Franchise Agreement as has expired; or (v) if you or any of your affiliates have not been in substantial compliance with all other agreements to which you or any of your affiliates on the one hand, and we or any of our affiliates on the other hand, are parties, during so much of the terms of such agreements as have expired. We will have the sole discretion to determine whether you or any of your affiliates are in breach of the Franchise Agreement or the other agreements described in this Section 2.7, or whether you or any of your affiliates have not been in substantial compliance with such agreements.

2.9 Ownership of Amounts. You acknowledge and agree that all amounts set forth in Section 2.3 of this Addendum and otherwise are our sole and exclusive property until we have actually paid the Advertising Claim related to such amounts.

2.10 Our Rights.

2.10.1 We reserve the right to discontinue the MDF Program at any time on notice to you, as we deem appropriate in our sole discretion. If we discontinue the MDF Program, we will pay all Advertising Claims as set forth in this Addendum up to the amount of your Balance in the Accrual Fund, subject to Section 3.8 ("Expiration") of this Addendum.

2.10.2 We may charge you a reasonable fee for advertising and marketing materials you ask us to produce, or that we produce on your behalf. You agree that: (i) we may deduct the amount of these fees from your account in the Accrual Fund; and (ii) if the amount in your account in the Accrual Fund is not sufficient to pay the fees, you will pay us the amount you owe so that we actually receive the payment by the end of thirty (30) days after we request payment.

3. **Other Requirements.**

3.1 Term.

3.1.1 One (1) Year Term. Section 2 ("Term") of the Franchise Agreement, which section provides that:

> This Agreement will commence on the Effective Date and will continue in effect until either party terminates this Agreement as set forth in this Agreement.

shall be modified to provide as follows:

This Agreement will commence on the Effective Date and will continue in effect for one (1) year thereafter (the "Initial Term"). This Agreement will automatically renew for an unlimited number of consecutive one (1) year terms (each such additional term being referred to in this Agreement as a "Renewal Term," and the Initial Term, together with all Renewal Terms, being referred to collectively as the "Term") unless you or we notify the other in writing, at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term, of such party's intent not to renew at the end of such Initial Term or then-current Renewal Term.

3.1.2 Damages for Termination. If we terminate the Franchise Agreement due to your breach prior to the expiration of the Initial Term or the then-current Renewal Term, or if you terminate the Franchise Agreement prior to the expiration of the Initial Term or the then-current Renewal Term, you will reimburse us the amount of all Advertising Claims we paid under the MDF Program during the Initial Term or the then-current Renewal Term. You must pay us all amounts owed under this Section 3.1.2 so that we actually receive the payment by the end of ten (10) days after we request such payment.

3.2 Signage. You will purchase or lease from us, our affiliates, or suppliers we designate, the signage we specify. You will display and maintain such signage as we direct. Such signage will include, without limitation, exterior signage.

3.3 Breakfast Program. We have a breakfast program. Under the breakfast program, you would offer for sale the breakfast items we specify, in compliance with our Standards and Specifications. We will not require you to participate in our breakfast program: if you participate in the breakfast program, your participation will be purely voluntary.

4. **Miscellaneous.**

4.1 Merger; Entire Agreement. This Addendum, together with the Franchise Agreement, is a complete integration that sets forth the entire agreement between you and us, fully superseding any and all prior negotiations, agreements, representations, and understandings between you and us, whether oral or written, related to the subject matter of the Franchise Agreement and this Addendum. In the event of any conflict between any provision of this Addendum and a provision of the Franchise Agreement, the provision set forth in this Addendum shall control. A breach by you of this Addendum shall be deemed to be a breach of the Franchise Agreement. Notwithstanding the forgoing, nothing in this Addenda or any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosue Document.

4.2

4.3 Dispute Resolution. In the event of any dispute arising out of or related to this Addendum, including without limitation any dispute arising out of or related to the making of this Addendum, such dispute shall be resolved exclusively as set forth in Section 16.3 ("Dispute Resolution") of the Franchise Agreement. The provisions of this Section 4.3 shall remain in full force and effect after the expiration or termination of the Franchise Agreement.

4.4 Submission of Addendum. Submission of this Addendum to you does not constitute an offer to enter into a contract. This Addendum shall become effective only on its execution by you and us, and shall not be binding on us unless and until it is signed by our authorized officer and delivered to you.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

The parties to this Addendum, intending to be legally bound hereby, have duly executed and delivered this Addendum as of the Effective Date.

US:	YOU:
CHAMPS CHICKEN FRANCHISING, LLC	______________________ PRINT FULL LEGAL NAME OF COMPANY
By: ______________________ Shawn Burcham Title: Chief Executive Officer	By: ______________________ ______________________ PRINT FULL NAME OF PERSON SIGNING THIS AGREEMENT Title: ______________________

EXHIBIT C

CHAMPS CHICKEN FRANCHISING, LLC

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

The following are additional disclosures for our Multistate Franchise Disclosure Document. Various state franchise laws require us to make these additional disclosures. These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures. These disclosures supplement our Disclosure Document and supersede any conflicting information contained in the body of the Disclosure Document:

FOR RESIDENTS OF THE STATE OF CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

2. Neither we nor any person in Item 2 of the disclosure document is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

4. We encourage you to consult with private legal counsel to determine the applicability of California and federal laws (such as California Business and Professions Code Section 20040.5 and Code of Civil Procedure Section 1281) to any provisions of the Franchise Agreement that restrict venue to a forum outside the State of California.

5. The Franchise Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

6. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

7. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

FOR RESIDENTS OF THE STATE OF ILLINOIS

1. Item 17, "Renewal, Termination, Transfer, and Dispute Resolution," shall be amended by the addition of the following paragraph at the end of the Item:

Sec. 705/4 of the Illinois Franchise Disclosure Act of 1987 provides that "any provision in a franchise/license agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise/license agreement may provide for arbitration in a forum outside of Illinois."

2. Notwithstanding Item 17.v. and the Franchise Agreement, we agree that litigation may take place in state or federal courts in Illinois.

3. Illinois law governs the agreement(s) between the parties to this franchise.

Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other law of the State of Illinois is void.

FOR RESIDENTS OF THE STATE OF MINNESOTA

1. Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Minn. Rule Part 2860.4400J provides that you cannot waive your rights to a jury trial or waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes. In addition, although we may seek injunctive relief, you may not consent to us obtaining injunctive relief. A court will determine whether a bond is required. Any such condition, stipulation or provision may be void and unenforceable under the non-waiver provision of the Minn. Stat. Sec. 80C.21.

4. Any limitation on claims must comply with Minn. Stat. Sec. 80C.17(5), which provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three years after the cause of action accrues.

FOR RESIDENTS OF THE STATE OF NEW YORK

Neither we nor any predecessor nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

1. Has an administrative, criminal, or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations, except as shown in Item 3 of this Disclosure Document.

3. Is subject to a currently-effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law,

resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently-effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent, except as shown in Item 3 of this Disclosure Document.

Item 4 is amended to provide as follows:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17.d. is amended by adding the following language:

The franchisee may terminate the agreement upon any grounds available by law.

FOR RESIDENTS OF THE STATE OF NORTH DAKOTA

The State of North Dakota prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

1. Restrictions on Forum. Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

2. Applicable Law. Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

3. Waiver of Trial by Jury. Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

4. Waiver of Exemplary and Punitive Damages. Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

To the extent that the Franchise Agreement contains these provisions, the Franchise Agreement will be amended, by way of the North Dakota Addendum, to the extent necessary to comply with North Dakota law.

FOR RESIDENTS OF 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 Champs Chicken Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. Additional Disclosure. The following statements are added to Item 17.h.:

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 grounds for default or termination do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him or her under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him or her under the franchise, that provision may not be enforceable.

FOR RESIDENTS OF THE STATE OF WASHINGTON

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us including the areas of termination of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "WFIPA") shall prevail.

3. A release or waiver of rights executed by a franchisee shall not include rights under the WFIPA except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the WFIPA, rights or remedies under the WFIPA such as a right to a jury trial may not be enforceable.

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EXHIBIT D

CHAMPS CHICKEN FRANCHISING, LLC

STATE ADMINISTRATORS
AND
AGENTS FOR SERVICE OF PROCESS

<u>STATE ADMINISTRATORS</u>

STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR	ADDRESS
California	Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Toll Free Telephone #: 1-866-275-2677
Hawaii	Department of Commerce and Consumer Affairs	335 Merchant Street Honolulu, HI 96813
Illinois	Office of the Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Maryland	Office of the Attorney General Securities Division	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Consumer Protection Division Franchise Section	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Department of Commerce	85 7th Place East, Suite 500 St. Paul, MN 55101-2198
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section	120 Broadway, 23rd Floor New York City, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 (Fax)
North Dakota	North Dakota Securities Department	600 East Boulevard Fifth Floor Bismarck, ND 58505
Rhode Island	Department of Business Regulation Securities Division	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Securities Division	345 W. Washington, 4th Floor Madison, WI 55103

AGENTS FOR SERVICE OF PROCESS

STATE	AGENT	ADDRESS
California	Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344
Hawaii	Director of Department of Commerce and Consumer Affairs	1010 Richards Street Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Secretary of State	201 State House Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Commerce Corporations and Securities Bureau	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Commissioner of Commerce	85 7th Place East, Suite 500 St. Paul, MN 55101-2198
New York	Attention: New York Secretary of State New York Department of State	One Commercial Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner	600 East Boulevard, 5th Floor Bismarck, ND 58505
Rhode Island	Director of the Department of Business Regulation	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23209
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor Madison, WI 53703

Our agent for service of process in the State of Missouri is as follows:

Shawn Burcham
170 Commerce Drive
Holts Summit, Missouri 65043

KCP-4713225.6

EXHIBIT E

CHAMPS CHICKEN FRANCHISING, LLC

FINANCIAL STATEMENTS

KCP-4713225.6

Customer Name	Street Address	City	State	ZIP	Phone
Durango's	5588 Highway 68	Collinsville	AL	35961	(256) 524-2667
Creola Shell #149	9386 US Highway 43 South	Creola	AL	36525	(251) 679-2093
PIGGLY WIGGLY #416	102 W BROAD STREET	EUFAULA	AL	36027	(334) 687-4688
PIGGLY WIGGLY #436	1631 S EUFAULA AVE	EUFAULA	AL	36027	(334) 687-8016
SPIRIT TRAVEL CENTER	192 HWY. 83	EVERGREEN	AL	36401	(251) 578-3443
COOSA CORNER	5770 WEISS LAKE BLVD	LEESBURG	AL	35983	(256) 526-7800
Diamond Gasoline #16	18940 Hwy 43	Mt Vernon	AL	36560	(251) 829-4406
PIGGLY WIGGLY #443	1515 2ND AVE.	OPELIKA	AL	36801	(334) 742-1119
PIGGLY WIGGLY #411	1837 STADIUM DRIVE	PHENIX CITY	AL	36867	(334) 297-7410
Thomaston Shell	21195 Range Street	Thomaston	AL	36783	(334) 627-3690
PIGGLY WIGGLY #294	415 CALDWELL DR	WARRIOR	AL	35180	(205) 647-3241
SALEM CITGO	6680 CONGO ROAD	BENTON	AR	72015	(501) 316-1932
Knights Super Foods Cabot	906 SOUTH PINE	CABOT	AR	72023	(501) 843-8101
Harps Foods #227	502 SOUTH CRAWFORD STREET	CLARKSVILLE	AR	72830	(479) 705-8906
CRAVEN'S HILLCREST FOODS	14551 HWY 16 E STE 2	FAIRFIELD BAY	AR	72088	(501) 723-5007
GRAVETTE C-STORE	601 1ST AVENUE	GRAVETTE	AR	72736	479-295-7899
WINNER'S CIRCLE # 01	2666 OLIVER LANCASTER BLVD	MALVERN	AR	72104	501-337-0600
JAMES SUPER SAVE FOODS (MENA)	707 7th Street	MENA	AR	71953	(479) 394-7257
PARKER'S BIG STAR #3397	5745 HEBER SPRINGS RD. W	QUITMAN	AR	72131	(501) 589-2680
ALLEN'S GROCERY	103 SOUTH MAIN STREET	SUMMIT	AR	72677	(870) 449-6629
Fuel B's (Kahlon)	23580 Hwy 94	Calhan	CO	80808	(719) 683-7330
Rivals C-Store	1406 S Main St	Lamar	Co	81052	(719) 691-2955
LEWIS JONES (PIGGLY WIGGLY 432)	1359 13th STREET	COLUMBUS	GA	31901	(706) 327-7549
PIGGLY WIGGLY #407	1807 S LUMPKIN ROAD	COLUMBUS	GA	31903	(706) 689-3553
PIGGLY WIGGLY #434	5850 MOON ROAD	COLUMBUS	GA	31909	(706) 561-8032
PIGGLY WIGGLY #444	2424 WOODRUFF FARM ROAD	COLUMBUS	GA	31907	(706) 563-7368
PIGGLY WIGGLY #401	1861 ROANOKE ROAD	LAGRANGE	GA	30240	(706) 845-9102
PIGGLY WIGGLY #430	301 N CENTER STREET	THOMASTON	GA	30286	(706) 647-8844
Red Roof Express	3129 US Highway 1 S.	Twin City	GA	30471	(912) 562-4230
CLASSIC STOP	703 S Phillips St	Algona	IA	50511	(515) 295-7088
Olsen Fuel Supply	117 Locust ST	Atlantic	IA	50022	(712) 243-2340

Customer Name	Street Address	City	State	ZIP	Phone
Cash Saver Euclid Ave #1305	1320 East Euclid	Des Moines	IA	50313	(515) 278-1657
Cash Saver Fleur Drive #1303	4121 Fleur Drive	Des Moines	IA	50321	(515) 285-5481
Kwik Stop - Cedar Cross Rd	1200 Cedar Cross Rd	Dubuque	Ia	52003	(563) 582-5313
Kwik Stop 16th Street	1215 East 16th St	Dubuque	Ia	52001	(563) 557-5180
Sundstop II	740 18th Ave SW	Dyersville	IA	52040	(563) 879-8490
GARY'S FOODS	715 1ST AVE SW	MOUNT VERNON	IA	52314	(319) 895-8616
A & E CONVENIENCE	4701 HWY 61 SOUTH	MUSCATINE	IA	52761	(563) 263-7373
PRO-GO C-MART	155 S RERICK AVE	PRIMGHAR	IA	51245	(712) 757-0640
Community Oil Company	PO Box 7	Rock Valley	Ia	51247	(712) 476-5494
Jack Rabbit Junction	1706 Pierce Ave	Sibley	IA	51249	(712) 754-4017
LEEDS FOOD & FUEL	4004 FLOYD BLVD	SIOUX CITY	IA	51106	(712) 239-2062
All Stop	213 N Vine St	West Union	IA	52175	(563) 422-3328
WILLIAMSBURG FOODS	103 E WALNUT ST	WILLIAMSBURG	IA	52361	(319) 668-2535
Gas and Scrub	410 N Hwy 26	Blackfoot	ID	83221	(208) 785-1170
Peterson Family Foods	1211 E Sherman Ave	Coeur d'Alene	ID	93814	(208) 664-9992
ASKERS HARVEST FOODS	415 WEST MAIN STREET	GRANGEVILLE	ID	83530	208-983-0860
Dad's Travel Centers	3607 North Yellowstone	Idaho Falls	ID	83402	(208) 227-9569
Iona Food Market	5182 East Owens Ave	Iona	ID	83427	(208) 529-4576
Cloningers Harvest Foods	508 Third Street	Kamiah	ID	83536	(208) 935-2151
Stein's Market #1-Kellogg	207 W Cameron Ave	Kellogg	ID	83837	208-784-1122
Sammy's Mini Mart	318 Custer Street	Mackay	ID	83251	(208) 588-3340
Barneys Harvest Foods #4	13030 Hwy 12	Orofino	ID	83544	(208) 476-3413
Stein's Market #2-Osburn	712 E. Mullan	Osburn	ID	83849	(208) 752-5021
Mitchell's Harvest Foods - Priest River	5573 US HWY 2	PRIEST RIVER	ID	83856	(208) 448-1421
Stein's Rathdrum Market	16102 Idaho 41	Rathdrum	ID	83858	(208) 687-0767
Good2Go #20 - Shelley	510 S State St	Shelley	ID	83274	(208) 357-3184
Millers Harvest Foods	31964 NORTH 5TH AVENUE	SPIRIT LAKE	ID	83869	208-623-4751
St. Maries Harvest Foods	40 Homer Drive	St. Maries	ID	83861	(208) 245-6555
SWENSEN'S MARKET #4	115 ADDISON AVENUE	TWIN FALLS	ID	83301	208-734-9414
SWENSEN'S MARKET #6	991 S WASHINGTON ST	TWIN FALLS	ID	83301	(208) 733-8987
Hometown Express (Altona, IL)	108 South Depot Street	Altona	IL	61414	(309) 484-2110

Customer Name	Street Address	City	State	ZIP	Phone
JACK FLASH (Arthur)	809 E COLUMBIA STREET	ARTHUR	IL	61911	217-543-3668
RHODES MARKET	409 MAIN ST	AUGUSTA	IL	62311	(217) 392-2221
RANDY'S MARKET INC.-BENLD	900 NORTH HARDROAD	BENLD	IL	62009	(217) 835-2514
TOM'S SUPERMARKET #2300	315 W CENTER ST	BRIGHTON	IL	62012	(618) 372-7272
CARL'S IGA INC	251 N BROAD ST	CARLINVILLE	IL	62626	(217) 854-7121
CLINTON IGA	220 E VAN BUREN ST	CLINTON	IL	61727	(217) 935-3779
BOTTOM DOLLAR COST PLUS FOODS (DuQuoin)	264 SOUTHTOWNE SHOPPING CENTER	DU QUOIN	IL	62832	(618) 542-1805
FAST STOP GENERAL STORE	410 S WILLOW STREET	EFFINGHAM	IL	62401	(217) 342-9234
HOMETOWN EXPRESS #2	12 SW SECOND STREET	GALVA	IL	61434	309-932-8935
Hometown Express #5 Geneseo IL	106 S. Chicago St	Geneseo	IL	61254	(309) 944-5811
COUNTRY JUNCTION LARSON OIL LLC.	108 SOUTH FRONT STREET	KANSAS	IL	61933	(217) 948-5493
LINCOLN IGA	713 PULASKI ST	LINCOLN	IL	62656	(217) 735-2221
Gibson General Store	540 West Commerical Street	Lyndon	IL	61261	(815) 778-3338
Mackinaw IGA	100 N MAIN	MACKINAW	IL	61755	(309) 359-5211
MARION FAST STOP	1501 EAST DEYOUNG	MARION	IL	62959	(618) 997-4575
MASON CITY IGA	201 ELM ST	MASON CITY	IL	62664	(217) 482-9442
PREET MINI MART	2704 69TH AVENUE CT	Moline	Il	67265	309-762-4121
HOMETOWN EXPRESS #4	104 W BUREAU STREET	NEPONSET	IL	61345	(309) 594-2039
Pana Save-a-Lot	1 WEST 4TH STREET	PANA	IL	62557	(217) 562-4688
PAXTON IGA	144 W PELLS ST	PAXTON	IL	60957	(217) 379-3312
PIONEER EXPRESS - PERRY	204 S CLOVER	PERRY	IL	62362	(217) 236-3707
Jack Flash (St Joe)	303 Warren Street	St Joseph	IL	61873	(217) 469-6130
VERMONT CONVENIENCE MART	209 N MAIN STREET	VERMONT	IL	61484	309-784-2139
TOM'S MAD PRICER #5325	1000 W MAIN ST	WEST FRANKFORT	IL	62896	(618) 932-3866
HADDAD'S WEST PEORIA MARKET	2407 ROHMANN AVE	WEST PEORIA	IL	61604	(309) 674-0040
WEST PLAZA COUNTRY MART 0165	1900 N. BUCKEYE	ABILENE	KS	67410	(785) 263-2285
CASH SAVER ATCHISON	2016 WEST 59 HIGHWAY	ATCHISON	KS	66002	(913) 367-2151
FOODMART THRIFTWAY	2311 M STREET	BELLEVILLE	KS	66935	(785) 527-2464
HOOVER STORES INC	314 CROSS ST	BURLINGTON	KS	66839	(620) 364-5444
U PUMP IT#211	701 Morton St.	Elkhart	KS	67950	(620) 697-1080

Customer Name	Street Address	City	State	ZIP	Phone
STUB'S MARKET	525 W STATE STREET	ERIE	KS	66733	(620) 244-3216
U PUMP IT #207	156 CAMPUS DR	GARDEN CITY	KS	67846	(620) 276-3923
U PUMP IT#212	2001 E. Mary St.	GARDEN CITY	KS	67846	(620) 276-3308
LENTZ EXPRESS	729 1ST AVENUE EAST	HORTON	KS	66439	(785) 486-0172
CHAS BALL SUN FRESH COO IN PROGRESS	241 S 18TH ST	KANSAS CITY	KS	66101	(913) 342-2366
Convenience Mart	339 East D Ave	Kingman	KS	67068	(316) 518-0459
U PUMP IT #202	220 E SANTA FE TR	LAKIN	KS	67860	620-355-7152
CHECKERS GROCERY 195	2300 LOUISIANA	LAWRENCE	KS	66044	(785) 843-0023
Zarco	1500 East 23rd Street	Lawrence	KS	66046	(785) 841-9691
COUNTRY MART-LEAVENWORTH	1920 SPRUCE	LEAVENWORTH	KS	66048	(913) 680-2320
CARLSON'S GROCERY	1121 E MAIN STREET	MARION	KS	66861	(620) 382-2985
FOOD FAIR INC	820 MAIN STREET	MOUND CITY	KS	66056	(913) 795-2989
JERRYS THRIFTWAY	880 LAKIN STREET	OSAGE CITY	KS	66523	785-528-3065
MOON'S HOMETOWN MARKET (Osawatomie)	701 6th STREET	OSAWATOMIE	KS	66064	(913) 755-2635
Corner Cupboard Osborne	200 S 1st Street	Osborne	KS	67473	(785) 346-2929
Food Fair (Pleasanton)	922 Main Street	Pleasanton	KS	66075	(913) 352-8221
WEHNERS THRIFTWAY (ROSSVILLE)	551 E. HWY 24 TRAFFICWAY	ROSSVILLE	KS	66533	(785) 584-9922
KLEMA MARKET	51 SOUTH FOSSIL STREET	RUSSELL	KS	67665	(785) 483-2149
GARRETT'S COUNTRY MART	SOUTH 75 HWY BOX 118	SABETHA	KS	66534	(785) 284-2167
Jump Start #3	401 North Commercial Avenue	Sedgwick	KS	67135	(316) 416-4007
U PUMP IT #214	1887 HWY 83	Sublette	KS	67877	(620) 675-8602
Short Stop #25 (Leiszler Oil)	200 E 7th Street	Washington	KS	66968	(785) 325-2150
Westy Country Market	314 Main Street	Westmoreland	KS	66549	(785) 457-3776
21st St Market (Etezazi Corp)	2011 E 21st Street N	Wichita	KS	67214	(316) 425-7040
Jump Start Meridian	851 South Meridian Street	Wichita	KS	67213	(316) 942-7511
EFS Moberly	3306 New Irvine Rd	RIchmond	KY	40475	(859) 369-5500
914 EXPRESS	41 JORDANS WAY	SOMERSET	KY	42503	606-451-1772
TAYLORSVILLE COUNTRY MART 5763	913 TAYLORSVILLE ROAD	TAYLORSVILLE	KY	40071	(502) 477-2276
STOP 4 U INC	1920 W MADISON AVE	BASTROP	LA	71220	(318) 281-8958
B-QUIK STORE	9611 Airline Hwy	Baton Rouge	LA	70815	(225) 216-7181
Shoppers Value #8	9201 Louisiana Highway 67	Clinton	LA	70722	(225) 683-8287

Customer Name	Street Address	City	State	ZIP	Phone
HOWARD'S GROCERY(130)	6338 HWY 561	COLUMBIA	LA	71418	(318) 649-0860
Day and Night Travel Center	101 West Bank Express	Gretna	LA	70053	(504) 362-2385
MILLERS MART	14021 CLUB DELUXE ROAD	HAMMOND	LA	70403	(985) 350-6218
L&W ONE STOP	28316 LA HWY 441	HOLDEN	LA	70744	225-567-5680
THE DAILY STOP	2537 HWY 10	JACKSON	LA	70748	(225) 634-3355
HUBERTVILLE EXPRESS	2511 MAIN STREET	JEANERETTE	LA	70544	(337) 276-6765
MINNIE'S QUICK STOP #1	2000 FLORIDA ST.	MANDEVILLE	LA	70448	985-727-1141
Emerald Palace Casino	347 Lobdell Hwy	Port Allen	LA	70767	(225) 346-4882
Jefferson Corner Store	5665 Hwy 167	Ruston	LA	71270	(318) 202-5606
Simpson's One Stop	378 Hwy 2 E	Sterlington	LA	71280	(318) 726-6706
Dub's Corner	120 S. Pine St.	Vivian	La	71082	(318) 375-3506
Best Stop #24	30815 Walker N	Walker	LA	70785	(225) 241-1383
SWIFTY'S FOOD MART #16	27411 WALKER SOUTH RD	WALKER	LA	70785	225-667-0025
Exit 76 Alpine Mobil	1760 Alpine NW	Grand Rapids	MI	49504	(616) 361-0999
Bagley Foods Inc.	46 Spencer Ave.	Bagley	MN	56621	(218) 694-6134
Donner's Crossroads	450 Hway 7 SE	Clara City	MN	56222	(320) 847-3528
Fond Du Lac Gas And Grocery	1510 Big Lake Road	Cloquet	MN	55720	(218) 878-1966
Jack's of Cokato MN	620 US Hwy 12 SW	Cokato	MN	55321	(320) 286-0009
Super America Duluth	602 E 4th St	Duluth	MN	55805	(218) 529-1650
Edina Market & Deli	7102 Amundson Ave	Edina	MN	55439	(952) 942-5216
WIN - E - MAC	22848 347TH STREET S.E.	ERSKINE	MN	56535	(218) 687-3887
LePier's Inc - Fosston	320 E 1st St	Fosston	MN	56542	(218) 435-1040
Kim Built Country Store and Deli	221 Maus Drive	Kimball	MN	55353	(320) 398-3422
Little Falls Convenience Store	206 1st Street NE	Little Falls	MN	56345	(320) 360-1748
CEDAR FOOD & GRILL	2600 CEDAR AVENUE S	MINNEAPOLIS	MN	55407	612-354-3631
Downtown Market & Deli	150 2nd Ave South	Minneapolis	MN	55401	(612) 701-7979
Paynesville Cenex	419 Hoffman Street E	Paynesville	MN	56362	(320) 243-3751
SUPER AMERICA	860 GOLDEN SPIKE ROAD	SAUK RAPIDS	MN	56379	(320) 774-1807
Farmers Union Oil - Cenex - Thief River Falls (HWY 59 SE)	1930 Highway 59 Southeast	Thief River Falls	MN	56701	(218) 618-7441
Farmers Union Oil - Cenex - Thief River Falls	8th Street And Atlantic ST.	Thief River Falls	MN	56725	(218) 681-1240

Customer Name	Street Address	City	State	ZIP	Phone
(Atlantic Ave)					
Ag Partners Cenex	700 3rd Ave	Wanamingo	Mn	55983	(507) 824-2281
YOSS THRIFTWAY 891	BUSINESS 71 & HAZEL	ADRIAN	MO	64720	816-297-4120
Shoat's	304 E Hwy 136	Albany	Mo	64402	(660) 726-3616
STANG'S TRAVEL CENTER	497 EAST HWY 76	ANDERSON	MO	64831	(417) 845-1500
FAULKNER'S GROCERY	108 SOUTHEAST FRISCO STREET	ARBYRD	MO	63821	(573) 654-3830
MOSER'S FOODS #5	109 EASTSIDE DRIVE	ASHLAND	MO	65010	(573) 657-5010
SHOW ME OIL COMPANY	804 SOUTH MAIN	AUXVASSE	MO	65231	(573) 386-2888
MACE SUPERMARKETS (BELLE)	1004 HIGHWAY 28	BELLE	MO	65013	(573) 859-3362
Mike's Market (Bismarck, MO)	401 Center St	Bismarck	MO	63624	(573) 734-2518
CROSSROADS GENERAL STORE	1001 Business 61 South	BOWLING GREEN	MO	63334	(573) 324-2922
Country Mart #71	1447 STATE HIGHWAY 248	BRANSON	MO	65615	(417) 334-2101
COUNTRY MART #72 (BRANSON WEST)	18128 State Hwy 13	BRANSON West	MO	65737	(417) 272-8248
Prengers Bucklin	2 S Livingston	Bucklin	Mo	64631	(660) 695-3330
BUTLER COUNTRY MART 322	1013 WEST FORT SCOTT	BUTLER	MO	64730	(660) 679-5027
Roy's Caledonia	220 Hwy 21	Caledonia	MO	63631	(573) 779-3859
BULLSEYE C-STORE (CALHOUN)	200 WEST MAIN	CALHOUN	MO	65323	(660) 694-0101
WAYSIDE SOUTH	6823 HIGHWAY O	CATAWISSA	MO	63015	(636) 257-5600
PRENGER FOODS (CENTRALIA)	275 EAST SINGLETON ST.	CENTRALIA	MO	65240	(573) 682-5554
GOLDEN VALLEY COUNTRY MART	1405 EAST OHIO STREET	CLINTON	MO	64735	(660) 885-8918
BUZZS MARKET-2328	1310 S. Business Rt. 13	COLLINS	MO	64738	(417) 275-4360
MOSER'S FOODS #4	705 BUSINESS LOOP 70	COLUMBIA	MO	65201	(573) 442-4102
MOSER'S FOODS #7	4840 RANGELINE	COLUMBIA	MO	65201	(573) 442-5480
MOSER'S FOODS #9	900 N Keene Street	Columbia	MO	65201	(573) 474-9421
Bratcher's Market CONCORDIA	710 NORTH BISMARK	CONCORDIA	MO	64020	(660) 463-0400
PORTER'S SUPERMARKET	209 COURTNEY LANE	CRANE	MO	65633	(417) 723-5700
MACE SUPERMARKETS (CUBA)	200 NORTH FRANKLIN	CUBA	MO	65453	(573) 885-6223
BRUMBY SPORTS STOP	205 N BUSINESS 54	ELDON	MO	65026	(573) 392-3477
C-BARN 5 (FARMINGTON)	13 W KARSCH BOULEVARD	FARMINGTON	MO	63640	(573) 747-1205
COUNTRY MART #73	15720 US HIGHWAY 160	FORSYTH	MO	65653	(417) 546-2101
MOSER'S FOODS #1	2020 NORTH BLUFF	FULTON	MO	65251	(573) 642-6675

Customer Name	Street Address	City	State	ZIP	Phone
SHORT STOP (JS INVESTMENTS)	4425 State Rd J	Fulton	MO	65251	(573) 642-9580
HOT SPOT #4	515 W COLLEGE ST	GREENFIELD	MO	65661	(417) 637-7711
Prenger Foods Hallsville	409 N Rt B	Hallsville	Mo	65255	(573) 696-0555
THOELE CONV. STORE #470	62 SOUTH HWY 47	HAWK POINT	MO	63379	(636) 338-4669
THOELE OIL CO (HAZELWOOD)	6025 HOWDERSHEEL ROAD	HAZELWOOD	MO	63042	(314) 731-9090
LOUTRE MARKET	1381 HIGHWAY 19	HERMANN	MO	65041	(573) 486-5757
TRADING POST #2856	RT 2 Box 2129	HERMITAGE	MO	65668	(417) 745-6432
Yoss Brothers Market #892	1200 East 10th Street	Holden	MO	64040	(816) 732-5582
COUNTRY MART #70	14159 US Hwy 65	HOLLISTER	MO	65672	(417) 334-3383
MOSER'S FOODS #2	252 WEST SIMON	HOLTS SUMMIT	MO	65043	(573) 896-8638
Roy's Convenience Stores	113 South Oak Street	Irondale	MO	63648	(573) 749-3746
DOC's STOP	2300 MAIDEN DRIVE	JOPLIN	MO	64801	(417) 626-7500
EAST GATE COMPLEX LLC	22993 PROFESSIONAL LN	LEBANON	MO	65536	(417) 532-9874
YELLOW JACKETS EXPRESS	379 N JEFFERSON	LEBANON	MO	65536	(417) 532-3033
DAVE'S COUNTRY MARKET (LEXINGTON)	538 S Business Hwy 13	Lexington	MO	64067	(660) 259-4890
BULLSEYE C STORE (LINCOLN)	100 SOUTH US HIGHWAY 65	LINCOLN	MO	65338	(660) 547-3300
ABEL'S QUIK SHOP #21	3508 GEORGIA STREET	LOUISIANNA	MO	63353	(573) 754-6185
Thomson's Country Store	905 West Hwy 54	Mack's Creek	MO	65786	(573) 363-1300
PRENGER FOODS (MACON)	902 EAST BRIGGS	MACON	MO	63552	(660) 395-3000
PRENGER'S APPLE MARKET	205 N CHESTNUT ST	MARCELINE	MO	64658	(660) 376-2322
MOSER'S FOODS #8	1101 West Monroe Street	Mexico	MO	65265	(573) 581-3100
7th Heaven	53381 Commercial Dr	Milan	MO	63556	(660) 265-3399
BRATCHER'S MARKET (MOBERLY)	301 SO. MORLEY	MOBERLY	MO	65270	(660) 263-7790
BRATCHER'S MARKET (MONTGOMERY CITY)	820 N STURGEON ST	MONTGOMERY CITY	MO	63361	(573) 564-3922
MOSCOW GROCERY	305 HWY C	MOSCOW MILLS	MO	63362	(636) 356-4394
T/A TRUCK STOP	1080 E MT VERNON RD	MT VERNON	MO	65712	(417) 466-9230
SEITTER'S MARKET	109 SEITTER DRIVE	NEW HAVEN	MO	63068	(573) 237-2212
C-BARN 4 (PARK HILLS)	154 PARKWAY DRIVE	PARK HILLS	MO	63601	(573) 431-6767
ALPS (PITTSBURG)	HC 77 - HIGHWAY 64	PITTSBURG	MO	65724	(417) 852-1111
RED X	2401 N.W. PLATTE RD.	RIVERSIDE	MO	64150	(816) 741-3377
BOB'S FOODLINER (3038)	2100 Main St	Scott City	Mo	63780	(573) 264-4653

Customer Name	Street Address	City	State	ZIP	Phone
O.T.C. SUB EXPRESS CAFE	1001 E CHESTNUT EXPRESSWAY	SPRINGFIELD	MO	65802	(417) 447-4852
THOELE CONV STORE	3000 HWY 94 N	ST CHARLES	MO	63301	(636) 724-6035
HOT SPOT #2	1301 S Hwy 39	STOCKTON	MO	65785	(417) 276-3333
TRAVEL CENTER O/T OZARKS - EDW - CHAMPS	225 EAST EVERGREEN	STRAFFORD	MO	65757	(417) 736-2161
DAVE'S COUNTRY MARKET (TIPTON)	105 SOUTH MOREAU	TIPTON	MO	65081	(660) 433-2113
PETE'S SHUR SAV (OLIVE BLVD)	7434 OLIVE BLVD.	UNIVERSITY CITY	MO	63130	(314) 725-4433
THE 54 PACKAGE STORE	1295 EAST HIGHWAY 54	VANDALIA	MO	63382	(573) 594-3500
MOSER'S FOODS #3	1035 ARMORY ROAD	WARRENTON	MO	63383	(636) 456-8765
WEST GATE EXPRESS	101 DISCOVERY DRIVE	WAYNESVILLE	MO	65583	(573) 774-2996
Triangle Quick Shop	Route 71 Box 2104	Wheatland	MO	65779	(417) 282-5959
SULLIVANS GROCERY (FOREST)	1175 EAST THIRD STREET	FOREST	MS	39074	601-469-2452
GROCERS PRIDE	440 W. MADISON ST.	HOUSTON	MS	38851	(662) 456-2787
TOWN AND COUNTRY LUCEDALE	7140 HIGHWAY 198	LUCEDALE	MS	39452	(601) 947-7900
SULLIVANS GROCERY (RALEIGH)	263 MAGNOLIA DRIVE	RALEIGH	MS	39153	601-782-4711
B-LINE SUMMIT BP	301 LAWRENCE STREET	SUMMIT	MS	39666	(601) 276-4223
Bigfork Harvest Foods	8111 Hwy 35	Bigfork	MT	59911	406-837-5010
GLACIERS FAMILY FOODS	601 SE BOUNDARY STREET	BROWNING	MT	59417	406-338-7283
PEOPLE'S HARVEST FOODS	801 N MAIN	DARBY	MT	59829	(406) 821-3612
Stein's Market #4-Eureka	33 Kaylin Lane	Eureka	MT	59917	(406) 297-3151
Bronc's Grocery Family Foods	16640 Beckwith Ave	Frenchtown	MT	59834	(406) 626-4402
Blacktail Grocery	105 STONER LOOP	LAKESIDE	MT	59922	(406) 844-2606
LoLo Harvest Foods	11300 US Hwy 93	LoLo	MT	59847	(406) 273-6661
Super 1 Foods	50331 US Hwy 93	Polson	Mt	59860	(406) 883-2498
Ronan Harvest Foods	63802 US Hwy 93	Ronan	MT	59864	(406) 676-3301
Rods harvest Foods	116 MAIN STREET	ST IGNATIUS	MT	59865	406-745-4275
Burnt Fork Market	601 Main	Stevensville	MT	59870	(406) 777-4663
Sanders Harvest Foods	2006 Main St E	Thompson Falls	MT	59873	(406) 827-4321
Stein's Market #5-Troy	607 E Missoula Avenue	Troy	MT	59935	(406) 295-4177
Zingo Express #7	2559 NC Hwy 101	Beaufort	NC	28516	(252) 838-8833
Duck Thru Camden #16	103 East Hwy 158	Camden	NC	27921	(252) 335-9155
DUCK THRU (COLERAIN) #32	101 W MAIN STREET	COLERAIN	NC	27924	(252) 356-2161

Customer Name	Street Address	City	State	ZIP	Phone
DUCK THRU FOOD STORE #34	1052 US HIGHWAY 158	ELIZABETH CITY	NC	27909	(252) 771-6501
Duck Thru Gatesville #43	107 Main St.	Gatesville	NC	27938	(252) 357-2227
Duck Thru Manteo #46	948 North Hwy 64-264	Manteo	NC	27954	(252) 473-2977
Debs Mini Mart #1	91 North Hwy 9	Mill Spring	NC	28756	(828) 894-3939
Duck Thru #1 Murfreesboro	602 W Main St	Murfreesboro	NC	27855	(252) 398-5831
Pinebluff Mini Mart	475 N Walnut St.	Pinebluff	NC	28373	(910) 281-5105
Duck Thru #49 - Plymouth	22 US HWY 64 EAST	PLYMOUTH	NC	27962	(252) 793-5884
Duck Thru Seaboard #42	116 W. Central St.	Seaboard	NC	27876	(252) 858-9057
Poco Shop #2	940 W Broad St.	St. Pauls	NC	28384	(910) 865-2277
COUNTRY MART #2 (STOKES)	2630 NC Hwy 903	STOKES	NC	27884	(252) 752-7457
NEIGHBORS COUNTRY STORE	2511 LOBELLA ROAD	VASS	NC	28394	910-245-2111
Duck Thru Wanchese #45	2991 HWY 345 S	Wanchese	NC	27981	(252) 305-8735
DUCK THRU #18(OMNI)	100 SOUTH MAIN STREET	WINTON	NC	27986	(252) 358-4588
TA TRAVEL CENTER (ALEXANDER ND)	14256 Hwy 85 N	Alexander	ND	58831	(800) 682-2710
Farmers Union Oil Company (Beulah)	1600 N Dakota 49	Beulah	ND	58523	(701) 873-4363
Expressway C-Store	3801 E Rosser Ave.	Bismarck	ND	58503	(701) 222-2300
Farmers Union - Bottineau	207 West 11th St	Bottineau	ND	58318	(701) 228-2900
Farmers Union Oil Co Bowman	13 1st Avenue North West	Bowman	ND	58623	(701) 523-3268
CORNER EXPRESS OF CENTER	302 HWY 25 E	CENTER	ND	58530	(701) 794-3737
Farmers Union Oil Company-Devils Lake	1803 highway 2 east	devils lake	nd	58301	(701) 662-4014
County Line Truck Stop	11106 30th G Street SW	Dickinson	ND	58601	(701) 483-9040
Allied Energy	Hwy 281 and Hwy 13	Edgeley	ND	58433	(701) 493-2211
Don's Car Washes	2500 52nd Ave S	FARGO	ND	58104	(701) 280-0010
University Station	1300 Ralph Englestad Arena	Grand Forks	ND	58203	(701) 738-8380
Sweet Crude Travel Center	12678 Hwy 200	Grassy Butte	ND	58634	(701) 300-2056
South Shore C-Store	8098 BIA RT22	Holiday	ND	58636	(701) 938-4403
Red Trail Petro	2511 Old Red Trail NW	Mandan	ND	58554	(701) 663-8668
Farmers Union Oil Co.-Minot, ND	4750 Hwy 83 North	Minot	ND	58703	701-852-2501, ext. 150
Mick's 281 Service	206 S 1st Street South	New Rockford	ND	58356	(701) 302-0375
United Prairie Cooperative C-Store	712 1st Street North	New Town	ND	58763	(701) 627-7863

Customer Name	Street Address	City	State	ZIP	Phone
Dakota Quality Grain Cooperative	3798 72nd Avenue	Parshall	ND	58770	(701) 862-3136
Farmers Union Oil (Powers Lake)	9045 Highway 50	Powers Lake	ND	58773	(701) 464-5416
Envision C-Store	401 Highway 2 SW	Rugby	ND	58368	(701) 776-6220
Pinnacle C-Store	8149 Highway 2	Stanley	ND	58784	(701) 628-3277
Pinnacle Travel Plaza	6714 Hwy 40 S	Tioga	ND	58852	(701) 628-2322
Farmers Union Oil Co.-Watford, ND	501 6th Ave SE	Watford City	ND	58854	(701) 839-7520
Farmers Union Oil Company (Wilton)	615 Minnie Ave	Wilton	ND	58579	(701) 734-4502
Fresh Start #26	610 East 3rd Street	Alliance	NE	69301	(308) 762-6846
BIG BAT'S - CHADRON	1250 W HWY 20	CHADRON	NE	69337	
81 EXPRESS	1375 DOVE ROAD	HEBRON	NE	68370	402-768-2223
MegaSaver Blondo ST	8540 Blondo Street	Omaha	NE	68134	(402) 884-2123
NIDERS THRIFTWAY	535 F STREET BOX 32	PAWNEE CITY	NE	68420	(402) 852-2267
Country Club Shell	266 Spring Creek Parkway	Spring Creek	NV	89315	(775) 753-8984
SOUTHEASTERN VALERO	41 JONES ROAD	CHILLICOTHE	OH	45601	740-773-4141
Jackson Express - (Jackson, OH)	779 East Main St.	Jackson	OH	45640	(740) 286-3811
KINGSTON VALERO	10238 STATE ROAD 159	KINGSTON	OH	45644	(740) 642-3535
JC'S CONVENIENCE PLUS	77 STATE ROAD 325 W	RIO GRANDE	OH	45674	740-245-5900
NICHOLS DOLLAR SAVER-ADA	1601 N BROADWAY	ADA	OK	74820	(580) 436-4302
JR's Corner	1500 Sam Noble Parkway	Ardmore	OK	73401	(580) 226-7925
SPENCERS GROCERY /BLANCHARD GROCERY LLC	108 N COUNCIL	BLANCHARD	OK	73010	(405) 485-3810
NICHOLS DOLLAR SAVER-CHECOTAH	207 N BROADWAY	CHECOTAH	OK	74426	(918) 473-6513
LMR #2	16854 Hwy 20	Claremore	OK	74017	(918) 283-9910
Billy B's Store	370904 E. Hwy 64	Cleveland	OK	74020	(918) 358-5354
Bushnell Corner	22387 State Hwy 78	Durant	OK	74701	(580) 920-0203
NICHOLS DOLLAR SAVER-DURANT	1231 N WASHINGTON	DURANT	OK	74701	(580) 924-3181
Daily Stop #1	19401 N PORTLAND	Edmond	OK	73134	(405) 340-0780
BEACHLER'S (4401)	210 W ELM	EL RENO	OK	73036	(405) 290-3281
Gas Mart - Porter Hill	11959 US HWY 62	Elgin	OK	73538	(580) 492-4076
NICHOLS DOLLAR SAVER-EUFAULA	200 North 2nd St	EUFAULA	OK	74432	(918) 689-5211
Carter's Market Place	1902 North Acadamy	Guymon	OK	73942	(580) 338-3384

Customer Name	Street Address	City	State	ZIP	Phone
COUNTRY BOY (HARRAH)	20941 SE 29TH STREET	HARRAH	OK	73045	(405) 391-3471
Okie One Stop	10161 HWY 76	Healdton	OK	73438	(580) 229-0748
NICHOLS DOLLAR SAVER-HOLDENVILLE	203 EAST HIGHWAY	HOLDENVILLE	OK	74848	(405) 379-3393
LMR #1-Inola	30555 SOUTH 4200 ROAD	INOLA	OK	74036	(918) 543-6262
PHELPS MARKET	30011 W Hwy 51	MANNFORD	OK	74044	(918) 865-3892
Marietta Shell	1504 W, Memorial	Marietta	OK	73448	(580) 276-2286
NICHOLS COUNTRY MART-MCALESTER	601 EAST WYANDOTTE	MCALESTER	OK	74501	(918) 423-9461
Push 'Em Station	5414 US 70	Mead	OK	73449	(580) 924-9841
Tri City Mart	833 NW 32nd St	Newcastle	OK	73065	(405) 387-4000
COUNTRY BOY (NORMAN)	18450 EAST HWY 9	NORMAN	OK	73069	(405) 321-1770
BUSTERS GROCERY	505 W. DAVIS DR.	NOWATA	OK	74048	(918) 273-1233
DAILY STOP #2	8501 SOUTHWEST 95TH STREET	OKLAHOMA CITY	OK	73139	
Otwell's Food Store	1149 N. Martin Luther King	Oklahoma City	OK	73117	(405) 424-4155
ROY'S CARDINAL FOODS	621 N HIGHWAY 2	WILBURTON	OK	74578	(918) 465-2452
HWY 34 76 Truck Stop	33380 HWY 34 SE	Albany	OR	97322	(541) 926-0990
Parkway Mini Mart	3601 Shasta Way	Klamath Falls	OR	97603	(541) 205-3187
Debs Mini Mart #3	3697 Chesnee Hwy	Chesnee	SC	29323	(864) 578-9858
High Hill Quick FIll	2310 Timmonsville Hwy.	Darlington	SC	29532	(843) 398-0002
PANTHER PRODUCTS LLC	2101 NORTH OAK STREET	Myrtle Beach	SC	29577	843-918-1238
CBH Travel Center	18765 US HWY 85	Belle Fourche	SD	57717	(605) 723-9000
COWBOY COUNTRY STORE #7	104 HWY 14 EAST	DE SMET	SD	57231	(605) 854-3553
Fresh Start #7	146 6th avenue	edgemont	sd	57735	(605) 662-7365
Cowboy Country Store #8	310 W. 1st Street	FT PIERRE	SD	57532	(605) 494-0221
Fresh Start #15-Martin	102 Bennet Ave	Martin	SD	57551	(605) 685-6668
COWBOY COUNTRY STORE #5	1619 N HARRISON AVE	PIERRE	SD	57501	(605) 224-6706
Fresh Start #32-Rapid City	3275 Cambell Street	Rapid City	SD	57701	(605) 343-0182
FASTIMES - ROSEMARK PTR	2022 ROSEMARK ROAD	ATOKA	TN	38004	(901) 837-3407
Fastimes # 5	15903 Hwy 51 S	Atoka	TN	38058	(901) 837-8924
FASTIMES-BRIGHTON #1 HWY 14	6971 HWY 14 SOUTH	BRIGHTON	TN	38011	(901) 476-1670
FASTIMES-BRIGHTON-HWY 51	1020 OLD HWY 51 S	BRIGHTON	TN	38011	(901) 476-8040
HILLTOP SUPERMARKET	400 HIGHWAY 149	CLARKSVILLE	TN	37040	(931) 552-9668

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Customer Name	Street Address	City	State	ZIP	Phone
FASTIMES COVINGTON	101 Hwy 51 S	COVINGTON	TN	38019	(901) 475-4121
Eastview Quick Stop	6704 Highway 45 South	Eastview	TN	38367	(731) 645-9073
MAIN STOP SHELL	408 NORTH MAIN STREET	JAMESTOWN	TN	38556	931-879-0771
Bull Market	410 West College St	Pulaski	TN	38478	(931) 363-8460
TOMMY'S #27	13901 Hwy 377 S	Benbrook	TX	76126	(817) 443-0448
TOMMY'S #30	114 S. Ave. C	Blum	TX	76627	(254) 874-5398
Bread Basket Texaco (Brenham)	1706 N PARK STREET	BRENHAM	TX	77833	(979) 421-9569
Big's 3809 Corrigan	806 S. Home St.	Corrigan	TX	75939	(936) 398-4766
Sun Fresh Market #32 (7945)	6464 E. Mockingbird Ln	Dallas	TX	75214	(214) 827-4870
Sun Fresh Market #34 (7947)	4349 W. Northwest Hwy	Dallas	TX	75220	(214) 357-8374
Sun Fresh Market #40 (7959)	7007 Arapaho	Dallas	TX	75248	(972) 387-8996
Sun Fresh Market #41 (7944)	3630 Forest Lane	Dallas	TX	75229	(214) 351-3737
Sun Fresh Market #68 (7952)	3524 McKinney Ave.	Dallas	TX	75204	(214) 528-0356
Sun Fresh Market #97 (7954)	10203 E. Northwest Hwy	Dallas	TX	75238	(214) 221-7440
Minit Mart #2	1989 S Veterans Blvd	Eagle Pass	TX	78852	(830) 757-6996
Minit Mart #3	3165 Del Rio Blvd	Eagle Pass	TX	78852	(830) 773-2230
Minit Mart #4 EXXON	3002 Us Highway 57	Eagle Pass	TX	78852	(830) 758-1712
TOMMY'S #1	3400 MAMBRINO	GRANBURY	TX	76048	(817) 573-6756
Sun Fresh Market #76 (7964)	4000 William D. Tate Ave.	Grapevine	TX	76051	(817) 684-9200
Big's 3834	5408 Hwy 21 East	Hemphill	TX	75948	(409) 625-1767
TOMMY'S #39	14619 STATE HWY 6	IREDELL	TX	76649	(254) 364-2763
Sun Fresh Market #73 (7992)	3001 Hardin	McKinney	TX	75070	(972) 547-7100
TOMMY'S #36	500 W MORGAN	MERIDIAN	TX	76665	(254) 435-2118
TOMMY'S #23	100 N FRONT	MILLSAP	TX	76066	(940) 682-4676
TOMMY'S #12	1901 HWY 180 West	Mineral Wells	TX	76067	(940) 325-8372
TOMMY'S #15	101 SE 25TH ST.	MINERAL WELLS	TX	76067	(940) 325-2412
Big's #405, South Laredo Express	2101 S Laredo	San Antonio	TX	78207	(210) 299-1501
TOMMY'S #3	13850 S. Hwy 4	Santo	TX	76472	(940) 769-3977
Jud's Food Store #5	2999 N HWY 123 BYPASS	Seguin	TX	78155	(830) 379-1201
TOMMY'S #18	3601 OLD MARLIN HIGHWAY	WACO	TX	76705	(254) 755-6622
High Country Fuels (HCF)	1392 N 300 West	Beaver	UT	84713	(435) 438-5276

Customer Name	Street Address	City	State	ZIP	Phone
Stewart's Market (Castle Dale)	590 East Main	Castle Dale	UT	84513	435-381-5660
JR's Truck Stop	2635 N. Freeway Drive	Cedar City	UT	84721	(435) 586-0498
Cottonwood Inn C-Store	855 East Main Street	Enterprise	UT	84725	(435) 878-2603
GLAZIER'S MARKET	264 SOUTH 100 EAST	KANAB	UT	84741	(435) 644-5029
Moab Gas LLC	817 So Main Street	Moab	UT	84532	(435) 259-0500
Gouldings Lodge	1000 Main Street	Monument Valley	Ut	84536	(435) 727-3660
Southern Country Stores	200 S Main	Parowan	UT	84761	(435) 477-0196
WRE Truck Stop 100	6030 West 20800 North	Plymouth	UT	84330	(435) 458-3537
Stewart's Market-Roosevelt	245 W Hwy 40	Roosevelt	UT	84066	(435) 722-5650
Holly's Pantry Inc.	110 So State Street	Salina	UT	84654	(435) 529-7686
Fast Gas #7-SF	1351 East Center Street	Spanish Fork	UT	84660	(801) 798-7232
TRENIS INC (EXXON)	3390 CATLETT ROAD	CATLETT	VA	20119	540-788-9023
DUCK THRU (FRANKLIN) #39	807 HUNTERDALE	FRANKLIN	VA	23851	(757) 304-7267
THE MARKET AT LOCUST GROVE	32301 Constitution Hwy.	Locust Grove	VA	22508	(540) 854-4085
CHARLIE BOBS DELI	13711 DUMFRIES ROAD	MANASSAS	VA	20112	703-794-7522
DICKENSON'S STORE	5072 ZACHARY TAYLOR HIGHWAY	MINERAL	VA	23117	540-894-5769
Brewster Harvest Foods	907 STATE HIGHWAY 97	BREWSTER	WA	98812	509-689-3404
Burbank Shell	14813 Dodd Road	Burbank	WA	99323	(509) 545-6500
Riverside Centerplace Market	34710 N Newport Hwy	Chattaroy	WA	99003	(509) 292-2253
Mitchell's Harvest Foods - Cheney	116 West 1st	Cheney	WA	99004	(509) 235-4222
Rick's Family Foods	1401 13th Street	Clarkston	WA	99403	(509) 758-6961
LEPREKON HARVEST FOODS #4	620 S COLUMBIA	CONNELL	WA	99326	(509) 234-2491
Harvest Foods (Coulee Dam)	304 Mead Way	Coulee Dam	WA	99116	(509) 633-2202
DAYTON MERCANTILE	516 WEST MAIN STREET	DAYTON	WA	99328	(509) 382-2563
Inchelium Community Store	38 Short Cut Road	Inchelium	WA	99133	(509) 722-3305
Tribal Trails at Deep Water	455 Wapato Lake Road	Manson	WA	98831	(509) 687-9020
LEPREKON HARVEST FOODS #3	102 BRIAN AVE	MATTAWA	WA	99349	(509) 932-5683
LEPREKON HARVEST FOODS #5	2709 WEST BROADWAY	MOSES LAKE	WA	98837	(509) 765-8500
Gene's Harvest Foods	22 W. Apple Ave	Omak	WA	98841	(509) 826-0212
LEPREKON HARVEST FOODS #2	1115 Main	OTHELLO	WA	99344	(509) 488-9992

Customer Name	Street Address	City	State	ZIP	Phone
ROYAL CITY HARVEST FOODS	150 CAMELLIA STREET	ROYAL CITY	WA	99357	(509) 346-2462
Beyers Market	212 N Hwy 97	Tonasket	WA	98855	(509) 486-2183
HANKS HARVEST FOODS	412 METHOW HWY	TWISP	WA	98856	509-997-7711
Leprekon Harvest Foods #6	145 1st Avenue	Zillah	WA	98953	(509) 829-6800
NORTHSIDER C STORE	5208 N Richmond St	Appleton	WI	54913	(920) 380-9712
Hansen's Corner Store	6391 STATE RD 93	EAU CLAIRE	WI	54701	(715) 836-9330
STILES JUNCTION	5908 DUAME RD	LENA	WI	54139	(920) 834-2344
Overland Express #1-Basin	155 N. 4th St.	Basin	WY	82410	(307) 568-2722
Good2Go #13 - Buffalo	199 US HIghway 16 E	Buffalo	WY	82834	(307) 684-7448
Good2Go #02 - Cody	221 Yellowstone Ave	Cody	WY	82414	(307) 527-5391
PAINT BRUSH GRILL	685 HIGHWAY 132	ETHETE	WY	82520	(307) 332-4822
Rips Grocery	98 County Road	Evanston	WY	82930	(307) 789-3854
Overland Express #2-Greybull	500 N. 6th St.	Greybull	WY	82426	(307) 765-2162
Good2Go #12 - Lovell	1801 US Highway 310	Lovell	WY	82431	(307) 548-7246
Fresh Start #13-Lusk	301 S Main	Lusk	WY	82225	(307) 334-2248
Fresh Start #12-Sundance	522 Cleveland	Sundance	WY	82729	(307) 283-2320
Valley Market-Thayne	118 Peterson Parkway	Thayne	WY	83127	(307) 883-3399

EXHIBIT G

CHAMPS CHICKEN FRANCHISING, LLC

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EXHIBIT H

CHAMPS CHICKEN FRANCHISING, LLC

FORM OF RELEASE, ESTOPPEL, COVENANT NOT TO SUE, AND INDEMNIFICATION

RELEASE, ESTOPPEL, COVENANT NOT TO SUE, AND INDEMNIFICATION

PRELIMINARY NOTE

This Exhibit H contains our form of release, estoppel, covenant not to sue, and indemnification provisions. These provisions may be printed in bold print, and will be modified as reasonably necessary and included in the applicable agreement.

FORM OF AGREEMENT

1. Release; Estoppel; Covenant Not to Sue; Indemnification.

1.1 Release. Franchisee, for itself and its affiliates, and for its and such affiliates' directors, officers, shareholders, partners, members, employees, agents, and attorneys, together with Principals, [Transferor, and Transferee,] and further together with and for the predecessors, successors, heirs, and assigns of any and all of the foregoing (collectively, the "Releasing Parties"), hereby release, remise, acquit, and forever discharge Champs Chicken and its officers, members, employees, agents, and attorneys, and Champs Chicken's affiliates and each and all of such affiliates' directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (collectively, the "Parties Released"), from and against any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind, contingent or fixed, known or unknown, at law or in equity or otherwise, that arise out of or are related to, or that may hereafter arise out of or relate to, for any matter prior to the Effective Date of this Agreement: (i) the Franchise Agreement; (ii) any and all other Champs Chicken license agreements and franchise agreements between Champs Chicken and any of the Releasing Parties; (iii) any and all Champs Chicken restaurants owned, opened, operated, or closed by Franchisee or any of the other Releasing Parties; (iv) [such other matters as Champs Chicken deems appropriate]; and (v) the business relationship between any or all of the Parties Released on the one hand, and any or all of the Releasing Parties on the other hand; including, without limitation, the Champs Chicken franchise offering, the Champs Chicken franchise offering documents, the offer and sale of the Champs Chicken franchise, and the registration, non-registration, exemption from registration, or non-exemption from registration of the Champs Chicken franchise and the Champs Chicken franchise offering.

1.1.1 [Franchisee and Principals] [Franchisee, Principals, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby covenant, warrant, represent, and agree that neither they nor any of them have assigned or transferred any of the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, or liabilities described in this Section 1.1 of this Agreement to any third party.

1.1.2 If any Releasing Party raises or asserts any obligation, claim, demand, right, action, or cause of action described in this Section 1.1 of this Agreement, or alleges any debt, loss, losses, damage, damages, expense, cost, liability, or liabilities described in this Section 1.1 of this Agreement, this Section 1.1 shall be a complete and conclusive defense thereto.

1.2 Estoppel.

1.2.1 [Franchisee and Principals] [Franchisee, Principals, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby acknowledge and agree that:

1.2.1.1 Neither the Parties Released nor any of them, at any time prior to the Effective Date of this Agreement, committed any breach of the Franchise Agreement or any other agreement or document related to the Franchised Business, which other documents include, without limitation, the Franchise Disclosure Document that Champs Chicken delivered to Franchisee, as prospective Franchisee, which delivery was due and proper in every respect;

1.2.1.2 Neither the Parties Released nor any of them, at any time prior to the Effective Date of this Agreement, committed any violation of any constitution, statute, rule, regulation, ordinance, case law, or any other law; including, without limitation, the FTC Franchise Rule, [jurisdictions' franchise Laws or other relevant Laws], or otherwise, arising out of or related to the Franchised Business, the Restaurant, the Champs Chicken franchise offering, the Champs Chicken franchise offering documents, the offer and sale of the Champs Chicken franchise, and the registration, non-registration, exemption from registration, or non-exemption from registration of the Champs Chicken franchise and the Champs Chicken franchise offering; and

1.2.1.3 Neither the Parties Released, nor any of them, owes the Releasing Parties, or any of them, any obligation, debt, claim, demand, right, action, cause of action, loss, losses, damage, damages, expense, cost, liability, or liabilities of any nature or kind, contingent or fixed, known or unknown, at law or in equity or otherwise, that arises out of or is related to, or that may hereafter arise out of or relate to, any matter that is within the scope of the Release set forth in Section 1.1 of this Agreement.

1.2.2 If any Releasing Party raises or asserts any obligation, claim, demand, right, action, or cause of action described in Section 1.1 or this Section 1.2 of this Agreement, or alleges any debt, loss, losses, damage, damages, expense, cost, liability, or liabilities described in Section 1.1 or this Section 1.2 of this Agreement, this Section 1.2 shall be a complete and conclusive defense thereto.

1.3 Covenant Not to Sue. [Franchisee and Principals] [Franchisee, Principals, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby covenant, warrant, represent, and agree that neither they nor any of them will: (i) make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand; (ii) commence, or cause or permit to be commenced; (iii) prosecute, or cause or permit to be prosecuted; or (iv) assist or cooperate in the commencement or prosecution of, any suit or action at law or in equity or otherwise, any arbitration or like proceeding, or any administrative or agency proceeding, against or related to the Parties Released, or any of them, for any matter arising out of or related to, or that may hereafter arise out of or relate to: (a) the Release set forth in Section 1.1 of this Agreement; (b) any matter that is within the ambit of such Release; (c) the Estoppel set forth in Section 1.2 of this Agreement; or (d) any matter that is within the ambit of such Estoppel.

1.4 Indemnification. [Franchisee and Principals] [Franchisee, Principals, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby covenant, warrant, represent, and agree that they and the other Releasing Parties: (i) will indemnify the Parties Released for, and will hold harmless the Parties Released from, any breach of Sections 1.1, 1.2, or 1.3 of this Agreement; and (ii) will pay the amount of all losses and expenses arising out of or related to any breach of Sections 1.1, 1.2, or 1.3 of this Agreement so that the Party Released to which such payment is owed actually receives such payment by end of ten (10) days after demand therefor. Such losses and expenses shall include, without limitation, attorneys' fees and costs, including without limitation attorneys' fees and costs of appeal, and further including without limitation attorneys' fees and costs of collection. Each Party Released shall have the right to counsel such Party Released reasonably chooses. No Party Released will be required to seek recovery from any insurer, other third party, or otherwise, or to mitigate any loss and expense, to maintain and recover fully a claim under this Section 1.4. No failure to pursue such recovery or to mitigate a loss or expense will in any way reduce or alter the amounts any Party Released is entitled to recover. The obligations of [Franchisee, Principals] [Franchisee, Principals, Transferor, Transferee], and the other Releasing Parties under this Section 1.4: (a) shall be joint and several; and (b) shall be within the ambit of all guaranties made by [Franchisee's Principals] [Franchisee's Principals, Transferor, Transferor's Principals, Transferee, Transferee's Principals], and other guarantors, all of which shall remain in full force and effect.

CHAMPS CHICKEN:

By: Exhibit Only: Not for Execution at This Time

Title:

FRANCHISEE:

By: Exhibit Only: Not for Execution at This Time

Title:

TRANSFEREE:

By: Exhibit Only: Not for Execution at This Time

Title:

PRINCIPAL:

Exhibit Only: Not for Execution at This Time
Individually and as Principal

PRINCIPAL:

Exhibit Only: Not for Execution at This Time
Individually and as Principal

PRINCIPAL:

Exhibit Only: Not for Execution at This Time
Individually and as Principal

KCP-4713225.6

EXHIBIT I

CHAMPS CHICKEN FRANCHISING, LLC

STATEMENT OF PROSPECTIVE FRANCHISEES

STATEMENT OF PROSPECTIVE FRANCHISEES

You are preparing to enter into a franchise agreement with Champs Chicken Franchising, LLC ("Champs Chicken") for the operation of a franchised Champs Chicken® restaurant in a Business-Within-a-Business (or "BWB") location. The purpose of this Statement is to ensure that: (i) no statements or promises were made to you that Champs Chicken has not authorized; (ii) no statements were made to you that may be untrue, inaccurate, or misleading; (iii) you have been properly represented in this transaction; and (iv) you understand that the claims you may make related to the purchase and operation of your franchise are limited.

As used in this Statement, the term "Franchise Agreement" shall mean, collectively, the Champs Chicken® franchise agreement between Champs Chicken and you, together with all schedules, exhibits, addenda, attachments, and amendments to it.

You must sign and date this Statement the same day you sign the Franchise Agreement.

A. Representations

You must review each of the following representations carefully and provide an honest response to each. **If you answer "No" to any of the representations, you must explain your answer on the "Explanations" page at the end of this Statement.**

Yes ____ No ____ 1. I received a copy of Champs Chicken's Franchise Disclosure Document and each exhibit and schedule to it.

Yes ____ No ____ 2. I personally reviewed Champs Chicken's Franchise Disclosure Document and each exhibit and schedule to it.

Yes ____ No ____ 3. I gave Champs Chicken a Receipt showing that I received the Franchise Disclosure Document and the date I received it.

Yes ____ No ____ 4. I received the Franchise Disclosure Document at least fourteen (14) days before I signed any agreement with Champs Chicken or its affiliates, or gave Champs Chicken or its affiliates any consideration related to the purchase of a Champs Chicken franchise.

Yes ____ No ____ 5. I received complete copies of Champs Chicken's Franchise Agreement and all other agreements Champs Chicken required me to sign, with all blanks filled in, at least seven (7) days before I signed them.

Yes ____ No ____ 6. I reviewed the Franchise Disclosure Document and all exhibits and schedules to it with my attorney, accountant, and other professional and business advisors.

Yes ____ No ____ 7. I am a skilled and experienced business professional with the level of education, knowledge, and understanding sufficient to permit me to evaluate accurately the risks of purchasing a Champs Chicken franchise and of opening and operating a Champs Chicken restaurant.

Yes ____ No ____ 8. I have evaluated accurately the risks of purchasing a Champs Chicken franchise and of opening and operating a Champs Chicken restaurant.

Yes ____ No ____ 9. I understand that the success or failure of my Champs Chicken franchise and Champs Chicken restaurant will depend in large part on: (i) my skills, abilities, and efforts; (ii) the skills, abilities, and efforts of people I employ; and (iii) many factors beyond my control, like the stability of federal, state, and local governments, government policies, competition, interest rates, the economy, inflation, utilities costs, labor and supply costs, lease terms, and the marketplace.

Yes ____ No ____ 10. I understand that Champs Chicken has the right to establish, and to grant other franchisees the right to establish, Champs Chicken restaurants or any other businesses using the Champs Chicken trademarks, trade names, service marks, logotypes, or other commercial symbols; the System; or any variation of the Champs Chicken trademarks, trade names, service marks, logotypes, or other commercial symbols and the System, in any location other than within my Champs Chicken Territory, on any terms and conditions Champs Chicken deems appropriate.

Yes ____ No ____ 11. I understand that Champs Chicken has the right to sell products and services identified by the Champs Chicken trademarks, trade names, service marks, logotypes, and other commercial symbols, and any other trademarks, trade names, service marks, logotypes, or other commercial symbols, by means of the Internet; through catalog sales; through a toll-free telephone line or any similar form of electronic commerce; in grocery stores or specialty stores; through telemarketing, other direct-marketing techniques, and radio and television advertisements and sales; and through any other distribution channels (collectively, the "Alternative Distribution Channels"), inside or outside my Territory, all without payment of any compensation to me.

Yes ____ No ____ 12. I understand that the Franchise Agreement contains the entire agreement between Champs Chicken and me (or if I operate a company, my company) concerning the Champs Chicken franchise and my Champs Chicken business, and that any prior oral or written statements that are not set out in the Franchise Agreement are not binding or enforceable.

[CONTINUED ON FOLLOWING PAGES]

B. Acknowledgments

1. I hereby certify that no Champs Chicken employee, and no other person speaking on Champs Chicken's behalf, has made any representation, commitment, claim, or statement to me that is different from, or that is contrary to, any of the representations, commitments, claims, or statements contained in Champs Chicken's Franchise Agreement, Franchise Disclosure Document, and Supplemental Financial Performance Representations (if any).

   Initials: ______________, ______________, ______________, ______________

2. I hereby certify that no Champs Chicken employee, and no other person speaking on Champs Chicken's behalf, has: (i) made any oral, written, visual, or other representation, commitment, claim, or statement, that stated or suggested any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise; or (ii) made any oral, written, visual, or other representation, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to a Champs Chicken franchise, that is different from, contrary to, or not contained in, Champs Chicken's Franchise Agreement, Franchise Disclosure Document, and Supplemental Financial Performance Representations (if any).

   Initials: ______________, ______________, ______________, ______________

3. I acknowledge and agree that Champs Chicken does not make or endorse, nor does it allow any Champs Chicken employee or other person speaking on Champs Chicken's behalf to make or endorse, any oral, written, visual, or other representation, commitment, claim, or statement that states or suggests any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise with respect to a Champs Chicken franchise, except as expressly set forth in Champs Chicken's Franchise Disclosure Document and Supplemental Financial Performance Representations (if any).

   Initials: ______________, ______________, ______________, ______________

4. I acknowledge and agree that: (i) Champs Chicken does not permit any agreements or commitments, and does not approve any changes in the Franchise Agreement, except by means of a written Amendment signed by the parties to the Franchise Agreement; and (ii) if any representations or commitments, or any promises of changes in the Franchise Agreement or otherwise, have been made to me that are not in an Amendment signed by the parties to the Franchise Agreement, such representations, commitments, and promises are not binding or enforceable.

   Initials: ______________, ______________, ______________, ______________

[CONTINUED ON FOLLOWING PAGES]

C. **Dates**

I hereby certify that the following dates are true and correct:

1.	The date on which I received Champs Chicken's Franchise Disclosure Document about the purchase of a Champs Chicken franchise was: ____________________, 20_____	Initials: ______________ ______________ ______________ ______________
2.	The date on which I received copies of the Franchise Agreement and other agreements for the purchase of a Champs Chicken franchise was: ____________________, 20_____	Initials: ______________ ______________ ______________ ______________
3.	The earliest date that I delivered cash, a check, or other consideration to Champs Chicken or its affiliates in connection with the purchase of a Champs Chicken franchise was: ____________________, 20_____	Initials: ______________ ______________ ______________ ______________

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT TO CHAMPS CHICKEN AND THAT CHAMPS CHICKEN WILL RELY ON THEM. BY SIGNING THIS STATEMENT, I AM REPRESENTING AND AGREEING THAT I HAVE CONSIDERED EACH REPRESENTATION, ACKNOWLEDGMENT, AND DATE CAREFULLY AND HAVE RESPONDED TRUTHFULLY TO EACH AND EVERY ITEM IN THIS STATEMENT.

I understand and agree to all of the foregoing and certify that all of the responses in this Statement are true, correct, and complete.

Date: ____________________, 20______ ________________________________
Prospective Franchisee

Date: ____________________, 20______ ________________________________
Prospective Franchisee

Date: ____________________, 20______ ________________________________
Prospective Franchisee

<u>SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISED BUSINESSES LOCATED IN MARYLAND</u>: Nothing in this Statement of Prospective Franchisees shall

act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXPLANATIONS

If you answered "No" to any of the representations in Section A of the Statement of Prospective Franchisees, you must explain your answer on this page. You may use additional pages if necessary.

KCP-4713225.6

EXHIBIT J

CHAMPS CHICKEN FRANCHISING, LLC

DISCLOSURE DOCUMENT RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Champs Chicken offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Champs Chicken does 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, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Champs Chicken Franchising, LLC, located at 170 Commerce Drive, Holts Summit, Missouri 65043. Its telephone number is (573) 896-2500.

Issuance Date: October 7, 2016

The name, principal address and telephone number of each franchise seller offer the franchise: _________
____.

Champs Chicken authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document dated October 7, 2016 that included the following Exhibits:

A	Champs Chicken® Franchise Agreement
B	Gold, Silver, and Bronze Addenda to Franchise Agreement
C	State Regulations and Requirements Addendum
D	State Administrators and Agents for Service of Process
E	Financial Statements
F	List of Franchisees and Outlets
G	Confidential Operations Manual Table of Contents
H	Form of Release, Estoppel, Covenant Not to Sue, and Indemnification
I	Statement of Prospective Franchisees
J	Disclosure Document Receipts

____________________, 20______	______________________________
Date (Do Not Leave Blank)	Signature of Prospective Franchisee
	______________________________
	Print Name
____________________, 20______	______________________________
Date (Do Not Leave Blank)	Signature of Prospective Franchisee
	______________________________
	Print Name

YOUR COPY: RETAIN FOR YOUR RECORDS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Champs Chicken offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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- I Statement of Prospective Franchisees
- J Disclosure Document Receipts

______________________, 20_____	______________________________
Date (Do Not Leave Blank)	Signature of Prospective Franchisee
	______________________________
	Print Name
______________________, 20_____	______________________________
Date (Do Not Leave Blank)	Signature of Prospective Franchisee
	______________________________
	Print Name

OUR COPY: PLEASE SIGN, DATE, AND RETURN TO US

This job was printed by

dsteffens

DATE: 10/12/2016

TIME: 10:16:37 AM

JOB:#187

CONFLICT SEARCH RESULTS

Batch Number:

The conflict request was constructed using the following search criteria:

Line		Oper	Join	DB Fields Searched - Description	Related Parties Searched
1	COMPREHENS%	BEFORE		Matter Description	Client Name
2	PAIN%	BEFORE		Related Party Name	
3	SPEC%		OR		
4	PHY-MED		OR		
5	PAIN	NEAR			
6	MANAG%	NEAR			
7	TENN%		OR		
8	PAIN	NEAR			
9	MANAG%	NEAR			
10	TN		OR		
11	PAIN	NEAR			
12	M-G-M-T	NEAR			
13	TENN%		OR		
14	PAIN	NEAR			
15	M-G-M-T	NEAR			
16	TN		OR		
17	ANESTHESIA	BEFORE			
18	SERV%		OR		
19	LEBANON	NEAR			
20	ANESTHES%		OR		
21	C-P-S				

Requested By: Number of Results: 114 of 141
1st Word: No Phonetics: No Synonyms: No

**Names may have been truncated and wild card features may have been used to broaden the search.

MATCHING CLIENTS:

CLIENT	MATTER	NUMBER	BILL ATTY	OPENED	DATE OF LAST TIME ENTRY

Ambulatory Anesthesia Services of Springfield, LLC		0478559		03/09/2005	
ANESTHESIA SERVICES MEDICAL GROUP OF TOPEKA ***Closed***		0001062		09/27/1994	
Anesthesia Services, P.A.		0511328		08/01/2011	
Anesthesia Services, P.A.		0511449		08/11/2011	
	Preparation of VETS-100A Form	0511449-0000001	Mary Kurt	08/11/2011	09/06/2013
Compass Anesthesia Services Group, Inc.		6058223		05/12/2009	
Concrete Paving Sawing & Sealing - C.P.S.S.		0485870		04/28/2008	
Consumer Portfolio Services - CPS		0444132		12/01/1999	
CPS BRANDS, LLC		0016142		04/16/2002	
CPS Energy		0513645		03/29/2012	
CPS HealthCare LLC		0055291		10/14/2004	
Guardian Anesthesia Services, PLLC		0518630		09/16/2013	
	Coding Questions	0518630-0000001	Julian Rivera	09/16/2013	02/26/2014
Kidd Anesthesia Services, P.A.		6048440		11/28/2001	
Mainland Anesthesia Financial Serv. Inc.		6043669		01/19/1989	
Northwest Diesel Sales & Services, LLC (C.P.S.S.)		0485937		05/07/2008	
Quad Cities Anesthesia Services, S.C.		0477416		10/07/2004	
West Star Anesthesia Services, P.A.		0526731		10/21/2015	
	General Legal	0526731-0000001	Hal Katz	10/21/2015	08/08/2016
WESTPORT ANESTHESIA SERVICES		0009854		08/31/2000	

MATCHING CLIENT LINKS:

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
CPS HEALTHCARE LLC	CPS HealthCare LLC	0055291	100	Adam Sachs	11/30/2007

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
ANESTHESIA SERVICES OF EASTERN JACKSON COUNTY -	Weight Loss Health Care Centers of	0059408	314	Shelley Runion	12/18/2013

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
potential bu	America				

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
ANESTHESIA SERVICE PA - potential business	Weight Loss Health Care Centers of	0059408	314	Shelley Runion	12/18/2013

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
conflict	America				

CLIENT LINK	CLIENT NAME	CLIENT NUMBER	REL CODE	ORIG ATTY	DATE LINKED
AKZO NOBEL (CPS) PENSION TRUSTEE LTD	Akzo Nobel Inc.	0502158	211	Brittany Barrios	10/12/2016

MATCHING MATTERS.
NOTE: IF RELATED PARTIES TO THE MATTERS SHOWN BELOW EXIST, THE HIT WILL BE MARKED ONLY IN THE "MATTER RELATED PARTIES" REPORT ATTACHED:

MATTER	CLIENT	NUMBER	BILL ATTY	OPENED	DATE OF LAST TIME ENTRY
CPS Ancillary Program Agency	Schneider, Thomas M. and Ma	0476309-0000002	Matthew Schneider	11/06/2015	
CPS Associates	BMO Harris Bank, N.A.	0826859-0000569	Eric Lenzen	07/15/2013	

MATCHING RELATED PARTIES

RELATED PARTY	: ADLEY ANESTHESIA SERVICES, P.C.	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 703 - Adverse "Transaction" Party	LOCATION	: 05 - Omaha
MATTER NUM	: 0507145-0000001	BILLING ATTY	: Howard Hahn
CLIENT NAME	: OSC Ltd.	OPENED	: 05/25/10
MATTER NAME	: OSC, Ltd.	CLOSED	:
		DATE OF LAST TIME ENTRY	: 05/06/10

RELATED PARTY	: AMBULATORY ANESTHESIA SERVICES OF SPRINGFIELD, LLC	PRACTICE	: 180 - Corporate
RELATIONSHIP	: 100 - Client Name	LOCATION	: 07 - Springfield

MATTER NUM	: 0478559-0000001	BILLING ATTY	: Gary Powell
CLIENT NAME	: Ambulatory Anesthesia Services of	OPENED	: 03/09/05
MATTER NAME	: Corporate	CLOSED	: 08/13/14
		DATE OF	LAST
		TIME ENTRY	: 03/31/05

RELATED PARTY	: ANESTHESIA & PAIN MGMT SERVICES OF PUEBLO, LLC	PRACTICE	: 9999 - *Non-billabl
RELATIONSHIP	: 100 - Client Name	LOCATION	: 02 - St. Louis
MATTER NUM	: 0520520-0000080	BILLING ATTY	: Jennifer Schwendemann
CLIENT NAME	: HB Lateral Candidates	OPENED	: 01/05/15
MATTER NAME	: M&P (KCP-4547128)	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	:

RELATED PARTY	: ANESTHESIA SERVICES MEDICAL GROUP	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0002628-0004000	BILLING ATTY	: Cori Turner
CLIENT NAME	: Sisters of Charity of Leavenworth	OPENED	: 06/18/04
MATTER NAME	: SFT - General	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 10/25/12

RELATED PARTY	: ANESTHESIA SERVICES MEDICAL GROUP OF TOPEKA, P.A.	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0002628-0004035	BILLING ATTY	: Cori Turner
CLIENT NAME	: Sisters of Charity of Leavenworth	OPENED	: 06/14/05
MATTER NAME	: SFT - Physician Contracts	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 10/31/13

RELATED PARTY : ANESTHESIA SERVICES MEDICAL GROUP OF TOPEKA, P.A.
RELATIONSHIP : PRO PROSPECTIVE
ATTORNEY : 0 -
Operator: sa
Search Date: 03/14/2007
Desc: WFM_222256
Submitted Date:
Req Timekeeper: Sarah Downs
Req Secy: Wise, Mary

RELATED PARTY	: ANESTHESIA SERVICES OF BILOXI, LLC	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 23 - Austin
MATTER NUM	: 6052468-0000001	BILLING ATTY	: Diane Carter
CLIENT NAME	: Alliance Surgery, Inc.	OPENED	: 04/25/05
MATTER NAME	: Gulf Coast Outpatient Surgery Center	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 01/07/09

RELATED PARTY	: ANESTHESIA SERVICES OF EASTERN JACKSON COUNTY, P.C.	PRACTICE	: 280 - Labor
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0058202-0000002	BILLING ATTY	: Michael Thiessen
CLIENT NAME	: Robinson, Edward S. & Maiko Eberso	OPENED	: 06/06/06
MATTER NAME	: 2006 Employment Agreement	CLOSED	: 07/03/14
		DATE OF	LAST
		TIME ENTRY	: 05/25/06

RELATED PARTY	: ANESTHESIA SERVICES OF THE FOX VALLEY, S.C.	PRACTICE	: 9999 - *Non-billabl
RELATIONSHIP	: 314 - Affiliated Company	LOCATION	: 26 - Milwaukee
MATTER NUM	: 0800001-0008998	BILLING ATTY	: FIRM FIRM
CLIENT NAME	: Whyte Hirschboeck-Dudek S.C.	OPENED	: 02/27/04
MATTER NAME	: REJECTED MATTERS ***CLOSED***	CLOSED	: 10/03/16
		DATE OF	LAST
		TIME ENTRY	:

RELATED PARTY	: ANESTHESIA SERVICES, P.A.	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 703 - Adverse "Transaction" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0002628-0002035	BILLING ATTY	: Cori Turner
CLIENT NAME	: Sisters of Charity of Leavenworth	OPENED	: 07/02/02
MATTER NAME	: SJL - Physician Contracting	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 06/20/12

RELATED PARTY	: ANESTHESIA SERVICES, P.A. F/K/A ANESTHESIA, INC.	PRACTICE	: 280 - Labor
RELATIONSHIP	: 100 - Client Name	LOCATION	: 01 - Kansas City
MATTER NUM	: 0511449-0000001	BILLING ATTY	: Mary Kurt
CLIENT NAME	: Anesthesia Services, P.A.	OPENED	: 08/11/11
MATTER NAME	: Preparation of VETS-100A Form	CLOSED	:

		DATE OF LAST TIME ENTRY	: 09/06/13

RELATED PARTY	: APOGEE ANESTHESIA SERVICES, PLLC	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 316 - Company Owned by Client	LOCATION	: 23 - Austin
MATTER NUM	: 6055364-0000003	BILLING ATTY	: Julian Rivera
CLIENT NAME	: Peter D. Leonard, M.D.	OPENED	: 09/19/13
MATTER NAME	: Apogee Anesthesia v. Aamer Agha, MD	CLOSED	: 06/09/15
		DATE OF LAST TIME ENTRY	: 04/02/14

RELATED PARTY	: ASCENDANT CAPITAL PARTNERS DNA, LLC A/K/A ASCENDANT CAPITAL PARTNERS CPS, LLC	PRACTICE	: 340 - Real Estate
RELATIONSHIP	: 703 - Adverse "Transaction" Party	LOCATION	: 18 - Dallas
MATTER NUM	: 6055890-0000048	BILLING ATTY	: R. Tyler Johnson
CLIENT NAME	: Forestar (USA) Real Estate Group I	OPENED	: 02/06/15
MATTER NAME	: Denver Post Development	CLOSED	: 06/24/16
		DATE OF LAST TIME ENTRY	: 09/30/15

RELATED PARTY	: BRASHER ANESTHESIA SERVICE	PRACTICE	: 150 - Bankruptcy
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0510873-0000017	BILLING ATTY	: John Power
CLIENT NAME	: HMC/CAH Consolidated Inc.	OPENED	: 04/15/13
MATTER NAME	: Bankruptcy Plan Implementation	CLOSED	: 04/10/14
		DATE OF LAST TIME ENTRY	: 04/02/14

RELATED PARTY	: BUTTE PAIN AND ANESTHESIA SERVICES	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0002628-0012035	BILLING ATTY	: Cori Turner
CLIENT NAME	: Sisters of Charity of Leavenworth	OPENED	: 07/31/06
MATTER NAME	: SJB - Physician Contracting	CLOSED	:
		DATE OF LAST TIME ENTRY	: 01/09/14

RELATED PARTY	: BUTTE PAIN AND ANESTHESIA SERVICES	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 01 - Kansas City

MATTER NUM	: 0002628-0012040	BILLING ATTY	: Cori Turner
CLIENT NAME	: Sisters of Charity of Leavenworth	OPENED	: 01/02/08
MATTER NAME	: SJB - Joint Ventures / Affiliations	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 10/30/12

RELATED PARTY	: CITY OF SAN ANTONIO D/B/A CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 23 - Austin
MATTER NUM	: 6053065-0000008	BILLING ATTY	: Christopher Reeder
CLIENT NAME	: Constellation Energy Commodities G	OPENED	: 02/17/11
MATTER NAME	: CEG Appeal of Docket 33500	CLOSED	: 06/04/13
		DATE OF	LAST
		TIME ENTRY	: 12/14/12

RELATED PARTY	: CITY PUBLIC SERVICE BOARD OF SAN ANTONIO AKA C P S AKA CITY PUBLIC SERVICE AKA CPS ENERGY	PRACTICE	: 340 - Real Estate
RELATIONSHIP	: 703 - Adverse "Transaction" Party	LOCATION	: 23 - Austin
MATTER NUM	: 6054866-0000002	BILLING ATTY	: Eleanor Jewart
CLIENT NAME	: DHJB Development, LLC	OPENED	: 07/31/08
MATTER NAME	: Johnson Ranch Sale	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 05/09/16

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0459385-0000674	BILLING ATTY	: Dwayne Stanley
CLIENT NAME	: Occidental Chemical Corporation	OPENED	: 03/30/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 07/29/16

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0469482-0000002	BILLING ATTY	: Jane Fedder
CLIENT NAME	: T&R Electric Supply Co., Inc.	OPENED	: 03/19/07
MATTER NAME	: Ward Transformer Site	CLOSED	: 01/30/14
		DATE OF	LAST
		TIME ENTRY	: 11/28/12

RELATED PARTY : CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0478532-0000005
CLIENT NAME : GE Environmental
MATTER NAME : Ward Transformer Superfund Site

PRACTICE : 210 - Environmental
LOCATION : 02 - St. Louis
BILLING ATTY : Joseph Nassif
OPENED : 03/31/09
CLOSED : 04/28/15
DATE OF LAST
TIME ENTRY : 02/07/12

RELATED PARTY : CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0479158-0000002
CLIENT NAME : Florida Power and Light Company
MATTER NAME : Ward Transformer Superfund Site

PRACTICE : 210 - Environmental
LOCATION : 02 - St. Louis
BILLING ATTY : Joseph Nassif
OPENED : 06/26/09
CLOSED :
DATE OF LAST
TIME ENTRY : 07/29/16

RELATED PARTY : CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0502084-0000002
CLIENT NAME : Tri-State Armature & Electric Work
MATTER NAME : Ward Transformer Superfund Site

PRACTICE : 210 - Environmental
LOCATION : 02 - St. Louis
BILLING ATTY : Jane Fedder
OPENED : 03/31/09
CLOSED : 04/15/14
DATE OF LAST
TIME ENTRY : 09/24/13

RELATED PARTY : CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0502576-0000001
CLIENT NAME : Sonoco
MATTER NAME : Ward Transformer Superfund Site

PRACTICE : 210 - Environmental
LOCATION : 02 - St. Louis
BILLING ATTY : Jane Fedder
OPENED : 03/31/09
CLOSED : 10/29/13
DATE OF LAST
TIME ENTRY : 07/08/13

RELATED PARTY : CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0502616-0000001
CLIENT NAME : Electric Control Equipment Co., In
MATTER NAME : Ward Transformer Superfund Site

PRACTICE : 210 - Environmental
LOCATION : 02 - St. Louis
BILLING ATTY : Jane Fedder
OPENED : 04/01/09
CLOSED : 10/29/13
DATE OF LAST

TIME ENTRY : 04/23/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0502617-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Magnesita Refractories Company	OPENED	: 04/01/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 08/13/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0502621-0000001	BILLING ATTY	: Joseph Nassif
CLIENT NAME	: Pepco Holdings, Inc.	OPENED	: 04/01/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 06/13/16

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0502823-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Dixon Lumber Company, Inc.	OPENED	: 04/23/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 07/26/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503247-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Gladieux Trading & Marketing Co.,	OPENED	: 06/08/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 05/08/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503309-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Blue Ridge Electrical Cooperative	OPENED	: 06/11/09

MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 01/12/15
		DATE OF	LAST
		TIME ENTRY	: 09/24/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503346-0000001	BILLING ATTY	: Joseph Nassif
CLIENT NAME	: Broad River Electric Cooperative,	OPENED	: 06/16/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 08/05/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503498-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Glenwood Regional Medical Center	OPENED	: 06/26/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 09/23/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503499-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Unimin Corporation	OPENED	: 06/26/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 08/08/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503500-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: United Technologies Corporation	OPENED	: 06/26/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 05/07/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis

MATTER NUM	: 0503582-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Southland Electrical Supply Compan	OPENED	: 07/01/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 01/12/15
		DATE OF	LAST
		TIME ENTRY	: 04/23/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503801-0000001	BILLING ATTY	: Joseph Nassif
CLIENT NAME	: Cargill Incorporated	OPENED	: 07/20/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 09/23/16

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503808-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: St. Joseph Medical Center	OPENED	: 07/20/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 06/11/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0503813-0000001	BILLING ATTY	: Jane Fedder
CLIENT NAME	: Consumers Energy Company ***CLOS	OPENED	: 07/20/09
MATTER NAME	: Ward Transformer Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 04/23/13

RELATED PARTY	: CITY PUBLIC SERVICE OF SAN ANTONIO / CPS ENERGY	PRACTICE	: 290 - Litigation
RELATIONSHIP	: 401 - Co-Party	LOCATION	: 02 - St. Louis
MATTER NUM	: 0519600-0000161	BILLING ATTY	: Joseph Nassif
CLIENT NAME	: Monsanto Company - TMT	OPENED	: 12/30/08
MATTER NAME	: Ward Superfund Site	CLOSED	: 10/29/13
		DATE OF	LAST
		TIME ENTRY	: 04/23/13

RELATED PARTY	: COMPASS ANESTHESIA SERVICES GROUP, INC.	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 100 - Client Name	LOCATION	: 23 - Austin
MATTER NUM	: 6058223-0000001	BILLING ATTY	: Joseph Geraci
CLIENT NAME	: Compass Anesthesia Services Group,	OPENED	: 05/12/09
MATTER NAME	: Integration Issues	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 02/04/10

RELATED PARTY	: CONCRETE PAVEMENT SAWING & SEALING (C.P.S.S)	PRACTICE	: 230 - Estate and Tr
RELATIONSHIP	: 100 - Client Name	LOCATION	: 02 - St. Louis
MATTER NUM	: 0485870-0000001	BILLING ATTY	: Michael Silver
CLIENT NAME	: Concrete Paving Sawing & Sealing -	OPENED	: 04/28/08
MATTER NAME	: Tax and Estate Planning	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 05/31/08

RELATED PARTY	: CORROSION PRODUCTS SERVICES, INC. (CPS) A/K/A KEITH DARWIN RAINES	PRACTICE	: 180 - Corporate
RELATIONSHIP	: 100 - Client Name	LOCATION	: 02 - St. Louis
MATTER NUM	: 0523616-0000001	BILLING ATTY	: Michael Silver
CLIENT NAME	: Corrosion Products Services, Inc.	OPENED	: 12/15/14
MATTER NAME	: General	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 07/25/16

RELATED PARTY	: CPS	PRACTICE	: 180 - Corporate
RELATIONSHIP	: 214 - Trademark or Service Mark	LOCATION	: 06 - Chattanooga -
MATTER NUM	: 0484030-0000001	BILLING ATTY	: Alan Cates
CLIENT NAME	: G.R. Rush & Company, P.C.	OPENED	: 07/23/07
MATTER NAME	: General Corporate	CLOSED	:
		DATE OF	LAST
		TIME ENTRY	: 08/04/16

RELATED PARTY	: CPS	PRACTICE	: 370 - Trademark
RELATIONSHIP	: 214 - Trademark or Service Mark	LOCATION	: 06 - Chattanooga -
MATTER NUM	: 0484030-0000002	BILLING ATTY	: Alan Cates
CLIENT NAME	: G.R. Rush & Company, P.C.	OPENED	: 06/06/12
MATTER NAME	: US, TN - CPS - SMR	CLOSED	:
		DATE OF	LAST

TIME ENTRY : 07/30/12

RELATED PARTY : CPS ANCILLARY PROGRAM AGENCY
RELATIONSHIP : 703 - Adverse "Transaction" Party
MATTER NUM : 0476309-0000002
CLIENT NAME : Schneider, Thomas M. and Maureen M
MATTER NAME : CPS Ancillary Program Agency

PRACTICE : 180 - Corporate
LOCATION : 02 - St. Louis
BILLING ATTY : Matthew Schneider
OPENED : 11/06/15
CLOSED :
DATE OF LAST
TIME ENTRY :

RELATED PARTY : CPS ASSOCIATES
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 0826859-0000569
CLIENT NAME : BMO Harris Bank, N.A.
MATTER NAME : CPS Associates

PRACTICE : 180 - Corporate
LOCATION : 26 - Milwaukee
BILLING ATTY : Eric Lenzen
OPENED : 07/15/13
CLOSED :
DATE OF LAST
TIME ENTRY :

RELATED PARTY : CPS ASSOCIATES INC
RELATIONSHIP : 703 - Adverse "Transaction" Party
MATTER NUM : 0826859-0000544
CLIENT NAME : BMO Harris Bank, N.A.
MATTER NAME : Charles Rushman & Bachowski

PRACTICE : 180 - Corporate
LOCATION : 26 - Milwaukee
BILLING ATTY : Eric Lenzen
OPENED : 04/23/13
CLOSED :
DATE OF LAST
TIME ENTRY : 09/19/16

RELATED PARTY : CPS ASSOCIATES-400 - 272585
RELATIONSHIP : PRO PROSPECTIVE
ATTORNEY : 0 -
Operator: autoload
Search Date: 02/10/2016
Desc: Project Badger- Batch35
Submitted Date:
Req Timekeeper: David Steffens
Req Secy: Cheese

RELATED PARTY : CPS AUTOMOTIVE A/K/A CPS ACQUISITION, LLC
RELATIONSHIP : 101 - Former/Other Name

PRACTICE : 180 - Corporate
LOCATION : 02 - St. Louis

MATTER NUM	: 0520127-0000001	BILLING ATTY	: Alan Kandel
CLIENT NAME	: Chicago Parts and Sound, LLC	OPENED	: 02/03/14
MATTER NAME	: General Business	CLOSED	: 06/04/14
		DATE OF TIME ENTRY	LAST :

RELATED PARTY	: CPS ENERGY	PRACTICE	: 230 - Estate and Tr
RELATIONSHIP	: 330 - Other Non Party with Non Adverse Interest	LOCATION	: 24 - Houston
MATTER NUM	: 6053053-0000006	BILLING ATTY	: Christopher Reeder
CLIENT NAME	: Direct Energy, LP	OPENED	: 11/25/08
MATTER NAME	: ERCOT Issues	CLOSED	:
		DATE OF TIME ENTRY	LAST : 01/31/12

RELATED PARTY	: CPS ENERGY	PRACTICE	: 230 - Estate and Tr
RELATIONSHIP	: 330 - Other Non Party with Non Adverse Interest	LOCATION	: 23 - Austin
MATTER NUM	: 6053065-0000001	BILLING ATTY	: Christopher Reeder
CLIENT NAME	: Constellation Energy Commodities G	OPENED	: 09/07/05
MATTER NAME	: Legislative and Regulatory Monitoring	CLOSED	:
		DATE OF TIME ENTRY	LAST : 01/14/13

RELATED PARTY	: CPS ENERGY	PRACTICE	: 230 - Estate and Tr
RELATIONSHIP	: 330 - Other Non Party with Non Adverse Interest	LOCATION	: 23 - Austin
MATTER NUM	: 6053066-0000001	BILLING ATTY	: Christopher Reeder
CLIENT NAME	: Shell Energy North America	OPENED	: 09/07/05
MATTER NAME	: Work Performed for Bob Reilley	CLOSED	:
		DATE OF TIME ENTRY	LAST : 10/11/16

RELATED PARTY	: CPS ENERGY	PRACTICE	: 210 - Environmental
RELATIONSHIP	: 330 - Other Non Party with Non Adverse Interest	LOCATION	: 23 - Austin
MATTER NUM	: 6053079-0000009	BILLING ATTY	: Chris Hughes
CLIENT NAME	: NextEra Energy Resources, LLC	OPENED	: 06/12/06
MATTER NAME	: Transmission Projects	CLOSED	: 11/13/13
		DATE OF TIME ENTRY	LAST : 06/23/09

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 330 - Other Non Party with Non Adverse Interest
MATTER NUM : 6053083-0000002
CLIENT NAME : SRW Cogeneration Limited Partnersh
MATTER NAME : Docket 33687

PRACTICE : 210 - Environmental
LOCATION : 23 - Austin
BILLING ATTY : Marianne Carroll
OPENED : 04/19/07
CLOSED : 04/29/14
DATE OF LAST
TIME ENTRY : 07/31/09

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6053056-0000001
CLIENT NAME : Calpine Corporation
MATTER NAME : General Matters (Texas PUC Activities)

PRACTICE : 230 - Estate and Tr
LOCATION : 23 - Austin
BILLING ATTY : Christopher Reeder
OPENED : 09/07/05
CLOSED :
DATE OF LAST
TIME ENTRY : 08/30/16

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6053056-0000012
CLIENT NAME : Calpine Corporation
MATTER NAME : Docket 36851

PRACTICE : 210 - Environmental
LOCATION : 23 - Austin
BILLING ATTY : Marianne Carroll
OPENED : 06/12/09
CLOSED : 04/29/14
DATE OF LAST
TIME ENTRY : 09/24/09

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6053061-0000002
CLIENT NAME : Exelon
MATTER NAME : Exelon Generation Texas Projects

PRACTICE : 230 - Estate and Tr
LOCATION : 23 - Austin
BILLING ATTY : Christopher Reeder
OPENED : 09/07/05
CLOSED :
DATE OF LAST
TIME ENTRY : 04/05/13

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6053079-0000030
CLIENT NAME : NextEra Energy Resources, LLC
MATTER NAME : Docket 36851

PRACTICE : 210 - Environmental
LOCATION : 23 - Austin
BILLING ATTY : Marianne Carroll
OPENED : 06/12/09
CLOSED : 11/13/13
DATE OF LAST
TIME ENTRY :

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6053110-0000006
CLIENT NAME : NRG Energy, Inc.
MATTER NAME : Docket 36851

PRACTICE : 210 - Environmental
LOCATION : 23 - Austin
BILLING ATTY : Marianne Carroll
OPENED : 06/12/09
CLOSED : 07/18/13
DATE OF LAST
TIME ENTRY : 09/24/09

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6056323-0000001
CLIENT NAME : PSEG Services Corporation ***CLOSE
MATTER NAME : Consultation Regarding Texas Regulatory R

PRACTICE : 210 - Environmental
LOCATION : 23 - Austin
BILLING ATTY : Marianne Carroll
OPENED : 11/29/07
CLOSED : 04/29/14
DATE OF LAST
TIME ENTRY : 08/27/13

RELATED PARTY : CPS ENERGY
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 6053076-0000001
CLIENT NAME : Texas Competitive Power Advocates
MATTER NAME : Representation Before the Public Utility

PRACTICE : 230 - Estate and Tr
LOCATION : 23 - Austin
BILLING ATTY : Christopher Reeder
OPENED : 09/07/05
CLOSED : 07/08/13
DATE OF LAST
TIME ENTRY : 08/31/12

RELATED PARTY : CPS ENERGY A/K/A CITY PUBLIC SERVICE OF SAN ANTONIO
RELATIONSHIP : 703 - Adverse "Transaction" Party
MATTER NUM : 0432769-0000001
CLIENT NAME : Durham Company, The
MATTER NAME : General Corporate

PRACTICE : 180 - Corporate
LOCATION : 01 - Kansas City
BILLING ATTY : Chris Rockers
OPENED : 01/14/92
CLOSED :
DATE OF LAST
TIME ENTRY : 10/05/14

RELATED PARTY : CPS MANAGERS FUND LP
RELATIONSHIP : 314 - Affiliated Company
MATTER NUM : 0508379-0000003
CLIENT NAME : Air Evac EMS, Inc.
MATTER NAME : April 2015 Local Counsel Opinions

PRACTICE : 180 - Corporate
LOCATION : 02 - St. Louis
BILLING ATTY : Craig Adoor
OPENED : 04/08/15
CLOSED : 11/10/15

DATE OF LAST TIME ENTRY : 07/16/15

RELATED PARTY : CPS SYSTEMS, INC.
RELATIONSHIP : 400 - Adverse "Litigation" Party
MATTER NUM : 6010259-0053239
CLIENT NAME : Grant Thornton LLP
MATTER NAME : O'Cheskey v. Grant Thornton
PRACTICE : 150 - Bankruptcy
LOCATION : 18 - Dallas
BILLING ATTY : Robert Coleman
OPENED : 10/10/00
CLOSED : 06/07/13
DATE OF LAST TIME ENTRY : 08/08/01

RELATED PARTY : CREDIT PAYMENT SERVICES, INC. F/K/A MYCASHNOW.COM A/K/A CPS
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0509567-0000012
CLIENT NAME : Brown, Carey V. ***CLOSED***
MATTER NAME : LeadPile, LLC Class Action
PRACTICE : 290 - Litigation
LOCATION : 06 - Chattanooga -
BILLING ATTY : Michael Alston
OPENED : 03/26/13
CLOSED : 10/16/15
DATE OF LAST TIME ENTRY : 04/06/15

RELATED PARTY : CROP PRODUCTION SERVICES (CPS)
RELATIONSHIP : 703 - Adverse "Transaction" Party
MATTER NUM : 0520368-0000001
CLIENT NAME : Agrian, Inc.
MATTER NAME : Non-Compete Breach
PRACTICE : 290 - Litigation
LOCATION : 01 - Kansas City
BILLING ATTY : Joan Archer
OPENED : 02/21/14
CLOSED :
DATE OF LAST TIME ENTRY : 07/29/16

RELATED PARTY : CROP PRODUCTION SERVICES, INC. A/K/A CPS
RELATIONSHIP : 401 - Co-Party
MATTER NUM : 0508129-0000178
CLIENT NAME : Monsanto Company - Saved Seed/Redu
MATTER NAME : Grower Claims
PRACTICE : 290 - Litigation
LOCATION : 02 - St. Louis
BILLING ATTY : Matthew Grant
OPENED : 12/03/15
CLOSED :
DATE OF LAST TIME ENTRY : 01/20/16

RELATED PARTY : CROP PRODUCTION SERVICES, INC. AKA CPS
RELATIONSHIP : 400 - Adverse "Litigation" Party
PRACTICE : 210 - Environmental
LOCATION : 23 - Austin

MATTER NUM	: 6060395-0000004	BILLING ATTY	: R.Keith Hopson
CLIENT NAME	: Archer Daniels Midland	OPENED	: 06/26/15
MATTER NAME	: Crop Production Services litigation	CLOSED	:
		DATE OF LAST TIME ENTRY	: 09/02/16

RELATED PARTY	: GUARDIAN ANESTHESIA SERVICES, PLLC	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 100 - Client Name	LOCATION	: 23 - Austin
MATTER NUM	: 0518630-0000001	BILLING ATTY	: Julian Rivera
CLIENT NAME	: Guardian Anesthesia Services, PLLC	OPENED	: 09/16/13
MATTER NAME	: Coding Questions	CLOSED	: 06/09/15
		DATE OF LAST TIME ENTRY	: 02/26/14

RELATED PARTY	: HEARTLAND ANESTHESIA SERVICES	PRACTICE	: 280 - Labor
RELATIONSHIP	: 400 - Adverse "Litigation" Party	LOCATION	: 05 - Omaha
MATTER NUM	: 0056778-0000003	BILLING ATTY	: Howard Hahn
CLIENT NAME	: Les W. Makohoniuk, M.D. ***CLOSED*	OPENED	: 01/06/11
MATTER NAME	: Contract Review	CLOSED	: 06/05/13
		DATE OF LAST TIME ENTRY	: 03/11/11

RELATED PARTY	: QUAD CITIES ANESTHESIA SERVICES, S.C.	PRACTICE	: 180 - Corporate
RELATIONSHIP	: 100 - Client Name	LOCATION	: 10 - Peoria
MATTER NUM	: 0477416-0000001	BILLING ATTY	: David Higgs
CLIENT NAME	: Quad Cities Anesthesia Services, S	OPENED	: 10/07/04
MATTER NAME	: Corporate	CLOSED	: 03/27/14
		DATE OF LAST TIME ENTRY	: 01/02/08

RELATED PARTY	: SUFFOLK ANESTHESIA SERVICES, PLLC	PRACTICE	: 9999 - *Non-billabl
RELATIONSHIP	: 100 - Client Name	LOCATION	: 02 - St. Louis
MATTER NUM	: 0520520-0000085	BILLING ATTY	: Jennifer Schwendemann
CLIENT NAME	: HB Lateral Candidates	OPENED	: 03/10/15
MATTER NAME	: Parker, Lawson	CLOSED	:
		DATE OF LAST TIME ENTRY	:

RELATED PARTY : Tetra Pak Cheese And Powder Systems A/S a/k/a Tetra Pak CPS A/S 703
RELATIONSHIP : PRO PROSPECTIVE
ATTORNEY : 0 -
Operator: WHDDaily
Search Date: 07/12/2016
Desc: WHD Daily Conflict Form 11469
Submitted Date: 07/12/2016
Req Timekeeper: Jay Smith
Req Secy: WHDDaily

RELATED PARTY : Tetra Pak Cheese and Powder Systems B.V. a/k/a Tetra Pak CPS BV a/k/a Tetra Pak Tebel a/k/a Tetra Tebel 703
RELATIONSHIP : PRO PROSPECTIVE
ATTORNEY : 0 -
Operator: WHDDaily
Search Date: 07/12/2016
Desc: WHD Daily Conflict Form 11469
Submitted Date: 07/12/2016
Req Timekeeper: Jay Smith
Req Secy: WHDDaily

RELATED PARTY : Tetra Pak Inc. a/k/a TETRA PAK MATERIALS a/k/a Tetra Pak CPS 703
RELATIONSHIP : PRO PROSPECTIVE
ATTORNEY : 0 -
Operator: WHDDaily
Search Date: 07/12/2016
Desc: WHD Daily Conflict Form 11469
Submitted Date: 07/12/2016
Req Timekeeper: Jay Smith
Req Secy: WHDDaily

RELATED PARTY : TLC ANESTHESIA SERVICES, P.A.
RELATIONSHIP : 330 - Other Non Party with Non Adverse Interest
MATTER NUM : 6045567-0000002
CLIENT NAME : Health First of Texas, P.A.
MATTER NAME : Nadela/Siegfredo, M.D.

PRACTICE : 180 - Corporate
LOCATION : 23 - Austin
BILLING ATTY : David Hilgers
OPENED : 01/02/97
CLOSED :
DATE OF LAST TIME ENTRY :

RELATED PARTY : WEST STAR ANESTHESIA MANAGEMENT SERVICES LLC

PRACTICE : 280 - Labor

RELATIONSHIP : 100 - Client Name
MATTER NUM : 6050139-0000003
CLIENT NAME : West Texas Obstetrical Anesthesia,
MATTER NAME : Utter, Frederick Stuart

LOCATION : 23 - Austin
BILLING ATTY : Hal Katz
OPENED : 03/04/16
CLOSED :
DATE OF LAST
TIME ENTRY : 08/31/16

RELATED PARTY : WEST STAR ANESTHESIA MANAGEMENT SERVICES, LLC
RELATIONSHIP : 100 - Client Name
MATTER NUM : 6050139-0000002
CLIENT NAME : West Texas Obstetrical Anesthesia,
MATTER NAME : Meaney, Laura R.

PRACTICE : 280 - Labor
LOCATION : 23 - Austin
BILLING ATTY : Hal Katz
OPENED : 07/01/15
CLOSED :
DATE OF LAST
TIME ENTRY : 09/29/16

RELATED PARTY : WEST STAR ANESTHESIA SERVICES, P.A.
RELATIONSHIP : 100 - Client Name
MATTER NUM : 0526731-0000001
CLIENT NAME : West Star Anesthesia Services, P.A
MATTER NAME : General Legal

PRACTICE : 240 - Health Care
LOCATION : 23 - Austin
BILLING ATTY : Hal Katz
OPENED : 10/21/15
CLOSED :
DATE OF LAST
TIME ENTRY : 08/08/16

RELATED PARTY : WEST STAR ANESTHESIA SERVICES, P.A.
RELATIONSHIP : 100 - Client Name
MATTER NUM : 6050139-0000002
CLIENT NAME : West Texas Obstetrical Anesthesia,
MATTER NAME : Meaney, Laura R.

PRACTICE : 280 - Labor
LOCATION : 23 - Austin
BILLING ATTY : Hal Katz
OPENED : 07/01/15
CLOSED :
DATE OF LAST
TIME ENTRY : 09/29/16

RELATED PARTY : WEST STAR ANESTHESIA SERVICES, P.A.
RELATIONSHIP : 100 - Client Name
MATTER NUM : 6050139-0000003
CLIENT NAME : West Texas Obstetrical Anesthesia,
MATTER NAME : Utter, Frederick Stuart

PRACTICE : 280 - Labor
LOCATION : 23 - Austin
BILLING ATTY : Hal Katz
OPENED : 03/04/16
CLOSED :
DATE OF LAST
TIME ENTRY : 08/31/16

RELATED PARTY	: WESTPORT ANESTHESIA SERVICES OF KANSAS, P.A.	PRACTICE	: 240 - Health Care
RELATIONSHIP	: 703 - Adverse "Transaction" Party	LOCATION	: 01 - Kansas City
MATTER NUM	: 0090000-0004035	BILLING ATTY	: Jeffrey Hanslick
CLIENT NAME	: Saint Luke's Health System, Inc.	OPENED	: 04/01/98
MATTER NAME	: SAINT LUKE'S SOUTH HOSPITAL - PHYSICIAN C	CLOSED	: 03/10/14
		DATE OF TIME ENTRY	LAST :