FRANCHISE DISCLOSURE DOCUMENT

Legacy Franchise Group, LLC
d/b/a Country Kitchen International
A Tennessee Limited Liability Company
6405 Century Avenue, Ste. 001
Middleton, Wisconsin 53562
Phone: (608) 203-7602
www.countrykitchenrestaurants.com
www.cafebyck.com

As a franchisee you will own and operate a Country Kitchen restaurant (a "Country Kitchen"), specializing in family dining, hand-made food cooked to order and related dine-in, carry-out and beverage service in an atmosphere resembling a farmhouse country kitchen.

The total investment necessary to begin operation of a Country Kitchen ranges from $575,000 to $1,685,000 for a standard Country Kitchen and $425,000 to 895,000 for a limited service café style Country Kitchen, exclusive of the cost of real estate. These totals include $40,000 that must be paid to the franchisor. The amount paid to the franchisor will increase if you also sign an Area Development Agreement because that agreement requires that in addition to payment of the $40,000 initial franchise fee for the first Country Kitchen you also are required to pay us a deposit of $20,000 for each additional Country Kitchen to be opened under the Area Development Agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with us, or make any payment to us in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship with us. Don't rely on the disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement and this disclosure document to an advisor, like a lawyer or 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 ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

DECEMBER 16, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Country Kitchen business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Country Kitchen franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Wisconsin. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Wisconsin than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

PAGE

Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1
Item 2 BUSINESS EXPERIENCE 3
Item 3 LITIGATION 4
Item 4 BANKRUPTCY 4
Item 5 INITIAL FEE 4
Item 6 OTHER FEES 5
Item 7 YOUR ESTIMATED INITIAL INVESTMENT 7
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 12
Item 9 FRANCHISEE'S OBLIGATIONS 14
Item 10 FINANCING 17
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 17
Item 12 TERRITORY 22
Item 13 TRADEMARKS 25
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 27
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 28
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 29
Item 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP FRANCHISE AGREEMENT 29
Item 18 PUBLIC FIGURES 40
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS 40
Item 20 OUTLETS AND FRANCHISEE INFORMATION 41
Item 21 FINANCIAL STATEMENTS 44
Item 22 CONTRACTS 44
Item 23 RECEIPTS 45

Exhibits are listed on the next page.

EXHIBITS

A. List of State Franchise Administrators
B. List of Agents for Service of Process
C. Franchise Agreement
   Appendix A-1 Franchise Information
   Appendix A-2 Amendment to Franchise Agreement Regarding Café by Country Kitchen
   Appendix B-1 Personal Guaranty and Personal Covenants of Principal Owner
   Appendix B-2 Personal Covenants of Principal Owner(s)
   Appendix B-3 Personal Covenants of Approved Operator
   Appendix B-4 Confidentiality and Non-Disclosure Agreement for Execution by Franchisee's Owners, Managers and Employees
   Appendix C Addendum to Lease Agreement and Collateral Assignment of Lease, and Exhibit A Attached Thereto (Confidentiality and Non-Disclosure Agreement)
   Appendix D Declaration of Franchise Agreement
   Appendix E Pre-Authorization Bank Transfer
   Rider 1 SBA Addendum to Franchise Agreement
D. Area Development Agreement
   Appendix A Area Development Agreement Term Sheet
   Appendix B Personal Covenants of Principal Owner(s)
   Appendix C Confidentiality and Non-Disclosure Agreement
E. List of Franchise Outlets
   Appendix A List of Former Franchisees
F. Sample Release
G. State-Specific Disclosures and State-Specific Amendments to Agreements
H. Table of Contents for Current Operating Manual
I. Franchisee Compliance Certification
J. Financial Statements
K. State Effective Dates
L. Receipts

APPLICABLE STATE LAWS MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE AN ADDENDUM TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND AMENDMENTS, IF ANY, APPEAR IN EXHIBIT G.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor, and Any Parents, Predecessors and Affiliates

To simplify the language in this disclosure document, "we" or "us" refers to Legacy Franchise Group, LLC, a Tennessee limited liability company, located at 6405 Century Avenue, Ste. 001, Middleton, Wisconsin 53562. We also operate under the name Country Kitchen International. "You" refers to the individual or entity who buys the franchise and/or area development rights, as the case may be. If you form a corporation, limited liability company, partnership or other business entity, the reference to "you" may include the owners of the entity. Those individuals or entities owning ten percent (10%) or more in your business are referred to as "Principal Owners".

We are a Tennessee limited liability company. We were organized on August 24, 2011 and currently offer franchises for the operation of a family-casual themed restaurant under the names "Country Kitchen International", "Country Kitchen®", "Country Kitchen Restaurant®" or "Café by Country Kitchen®". We currently do not operate, nor have we operated in the past, any company-owned Country Kitchens. We currently do not offer, nor have we offered in the past, franchises in any other line of business. We have no parent company and no affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors and Affiliates

We acquired the major portion of our assets on September 1, 2011 when we purchased the assets of Country Kitchen Franchise Marketing Group, LLC ("CKFMG"). CKFMG was a single member, single purpose, limited liability company formed at the direction of Community First Bank ("CFB") of Reedsburg, WI on December 23, 2010 for the purpose of acquiring, organizing, managing and selling the assets of Kitchen Investment Group, Inc. ("KIGI") under a state receivership action commenced by CFB against KIGI in July 2010. CFB was the court appointed receiver in the action. On September 1, 2011 CKFMG sold all of its assets (i.e., the assets formerly owned by KIGI) to us consistent with the court ordered sale of the assets.

KIGI's principal address was 801 Deming Way, Madison, WI 53717. KIGI acquired the assets of Country Kitchen International, Inc., a Minnesota corporation, on July 22, 1997, including the exclusive right to its corporate name and the exclusive right to offer Country Kitchen® franchises throughout the United States and most areas worldwide.

KIGI offered and sold franchises for the operation of Country Kitchen® Restaurants from July 22, 1997 until the receivership action was commenced in July, 2010. A limited number of company-owned Country Kitchen restaurants were also operated during this time. KIGI did not offer franchises in any other line of business. CKFMG maintained the franchise system during the receivership proceeding, but no additional franchises were sold during the pendency of the receivership proceeding.

Agents for Service of Process

Our agents for service of process in each state are listed in Exhibit B.

Our Business

Country Kitchens are full service, family dining restaurants that specialize in hand-made food cooked to order and feature our signature skillet breakfasts, pancakes, hamburgers, salads, traditional grille and dinner entrées made with fresh, quality ingredients and related dine-in, carry-out and specialty beverage service in an atmosphere resembling a farmhouse country kitchen. We have developed and own a comprehensive system

for developing and operating Country Kitchens (the "System"). The System includes distinctive exterior and interior design, décor, color schemes, and furnishings; special recipes and menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management control; training and assistance; and advertising and promotional programs. We will provide new information and techniques to you through the Operating Manuals (the "Manual" or "Manuals") as we consider necessary and appropriate. We identify the System by means of certain designated trademarks (a "Mark" or "Marks") and may designate in the future additional or other marks for use with part or all of the System. We may modify the Marks used to identify the System from time to time. As part of the full-service brand, we have introduced other components to the business model which include online ordering for customer pick-up.

We also offer a breakfast and lunch variation of the standard Country Kitchen. The variation is known as a Café by Country Kitchen (a "Café"). The Café may be distinguished from a standard Country Kitchen by having limited hours, a unique and modified menu, different uniforms, POP (point-of-purchase, or in-store, marketing materials) specific to the concept, trade dress, brand representation and signs. The Café may appear as a standalone location or in a nontraditional location.

Except as set forth herein, we do not operate and are not involved in any other business activities.

Unless specifically herein provided otherwise, discussion of rights and obligations applicable to a standard Country Kitchen apply equally to a Café.

The Franchise Agreement

Pursuant to our standard unit franchise agreement (the "Franchise Agreement"), attached as Exhibit C , we grant you the right to develop and operate a single Country Kitchen designated in the Franchise Agreement at a specified location using the Marks and System. In exchange, you agree to operate the Country Kitchen in strict compliance with our standards and procedures and pay royalty and other fees.

Area Development Agreement

Pursuant to our standard area development agreement (the "ADA"), attached as Exhibit D, we grant to certain developers the right to develop a designated form of Country Kitchen in a defined geographical area over an agreed upon time period. You must sign a separate then current Franchise Agreement for each Country Kitchen you open under the ADA, subject to our consent to each Country Kitchen location. Each separate Franchise Agreement will be on our then current form of Franchise Agreement and that form may vary from the form included in this disclosure document

Competition

The restaurant business is highly competitive with respect to price, service, location, food quality, and quality of service. It is often affected by changes in consumer tastes, economic conditions, population and traffic patterns. You should anticipate competing with numerous other restaurants offering a wide range of comparably priced food and beverage items and a wide variety of service formats. The businesses with which you should expect to compete include national or regional franchise systems and other chains, and independently owned local restaurants located in the area of your Country Kitchen which offer similar facilities to the same customers. Your business will be affected by its location, the locations of competing restaurants and other businesses, your financial and managerial capabilities, availability of labor, interest rates, changes in traffic patterns, demographic or cultural conditions, and other factors. There is active competition for management and service personnel, as well as for attractive commercial real estate sites suitable for restaurants.

Industry-Specific Regulations

You must comply with all local, state, and federal laws that apply to your Country Kitchen. A variety of laws govern the operation of a food service business. Examples include laws relating to food safety, health and sanitation codes, laws, rules and regulations concerning "Truth in Menu" (concerning menu item names and product labeling), laws requiring nutritional information on menus and menu boards, laws concerning nutritional claims, the Federal Americans with Disabilities Act of 1990 ("**ADA**"), data protection (such as credit card protection under the U.S. Fair and Accurate Credit Card Transactions Act, or "**FACTA**") and privacy laws. There may be other laws applicable to your business and we urge you to make further inquiries about these laws. In addition, laws that apply to business in general will affect you. You must also comply with all provisions of the USA Patriot Act and Executive Order 13224.

If you operate a Country Kitchen that sells liquor you will need to obtain a liquor license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a license to sell liquor, the restrictions placed on the manner in which liquor may be sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of liquor and its consumption. You will need to understand and comply with those laws in operating your Country Kitchen.

You should investigate whether there are regulations or requirements that apply in the geographic area in which you are interested in locating your Country Kitchen and should consider their effects and the cost of compliance with those requirements.

Item 2

BUSINESS EXPERIENCE

Chairman: Brent Ray

Mr. Ray has been our Chairman, sole Director, Manager and Member since our inception on August 24, 2011.

Chief Executive Officer: Charles Mocco

Mr. Mocco has served as our Chief Executive Officer since our inception on August 24, 2011. He also served as the Chief Executive Officer for CKFMG from December 2010 until our inception.

Director of Marketing: Carolina Hill

Ms. Hill has served as our Director of Marketing since January 2018. From January 2016 to November 2017 Ms. Hill was the Director of Marketing for Lee Enterprises and from March 2010 to December 2015 Ms. Hill was the Director of Marketing for Premium Restaurants of America for the brands Wendy's and KFC.

Director of Operations and Education: Craig Jansen

Mr. Jansen has served as our Director of Operations and Education since October of 2018. Since December 2012 Mr. Jansen serves in the capacity as a Franchise Business Consultant overseeing our Training Store located in Dodgeville Wisconsin.

Controller: David Semrad

Mr. Semrad has served as our Controller since our inception on August 24, 2011. Prior to that, he served as the Controller for CKFMG.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEE

Franchise Agreement

You must pay us an initial fee of $40,000 upon execution of the Franchise Agreement (the "Franchise Fee"). See the discussion immediately below for the Franchise Fee to be paid in connection with the second and subsequent Country Kitchens to be opened under an effective ADA. The Franchise Fee is non-refundable.

Area Development Agreement

If you sign an ADA, you must pay us a fee equal to $40,000 for the Franchise Fee for the first Country Kitchen you will open plus a deposit of $20,000 for each additional Country Kitchen you are obligated to open under the ADA (the "ADA Fee"). The entire ADA Fee is due at the time you sign the ADA. $40,000 of the ADA Fee will be credited against the Franchise Fee due for the first Country Kitchen and $20,000 will be credited against the Franchise Fee due for the second and subsequent Country Kitchens to be opened pursuant to the ADA.

The current form of ADA provides that during the first 5 years of the ADA, and provided you are not in default under any agreement with us, the Franchise Fee is reduced for the second and subsequent Franchise Agreements signed during the term of the ADA. Specifically, the Franchise Fee is $35,000 for the second Country Kitchen developed under the ADA and $25,000 for the third and subsequent Country Kitchens developed during the term of the ADA. The ADA Fee is non-refundable.

The Franchise Fee and computation of the ADA Fee are uniform as to prospects currently acquiring franchise rights. We may provide a credit against the Franchise Fee and/or ADA Fee for the perceived value of services provided by the franchisee or developer to us in connection with the establishment or opening of the franchised Country Kitchen. For example, we have provided credit for lodging provided to our staff that was on-site establishing a new franchised Country Kitchen where the Country Kitchen was in or adjacent to a lodging facility also owned by the new franchisee. The amount of any such credits are transaction specific depending upon the services provided and therefore negotiated.

Item 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Continuing Fee	4% - 5%[2] of Gross Receipts	Payable to us via electronic transfer on the 10th day of the next month	"Gross Receipts" is defined in Article 1 of the Franchise Agreement and generally includes all revenue from the franchised Country Kitchen but excludes sales or use taxes and discounts.
Advertising Production Fee	1% of Gross Receipts	Payable to us via electronic transfer on the 10th day of the next month	The Advertising Production Fee is paid to us for the advertising production costs (including all costs relating to production of television, radio, newspaper, gift card, direct mail, social media, Facebook, and point of purchase advertising and all accompanying materials), all costs and expenses for this production (including salaries, office supplies, trade publications and related general and administrative expenses), and to promote the brand name and other national advertising promotions (including the Birthday Club).
Regional and National Ad Fund Contribution	3% of Gross Receipts	Payable to us via electronic transfer on the 10th day of the next month	In addition to participation in the Regional and National Ad Fund, we reserve the right to require you to participate in a cooperative advertising association in your marketing area, as designated by us; provided, however, that your total contribution to the cooperative combined with any required payments to us for Regional Ad fund and/or National Ad Fund participation shall not exceed 3% of the Country Kitchen's Gross Receipts. The franchisees within each marketing area will administer the cooperative advertising associations.
Operating Assistance	$100 - $300 per day plus travel, lodging and food expenses	30 days after billing	Applies to extraordinary assistance due to your failure to follow system standards, or at your request. Range depends upon the level of expertise required. These charges may increase over time.
Transfer Fee	$5,000	Before or at time of approval	Payment of this Transfer Fee is one of the conditions of our consent to a Transfer.
Audit	Our actual costs (including, without limitation, travel expenses and legal fees)	30 days after billing	Applies only if audit shows an understatement of 2% or more of Gross Receipts.
Interest on late payments	Lesser of 1 ½ % per month or maximum rate permitted by law up to a maximum of 18%	Upon demand	Applies to all overdue payments to us.

Type of Fee[1]	Amount	Due Date	Remarks
Taxes	Varies	Upon demand	You must reimburse us for the amount of any tax, other than federal or state income tax, imposed upon us by a governmental agency due to our receipt of fees paid by you to us. Examples of such taxes include sales, use, excise gross receipts and property taxes.
Product and Services Purchases	Actual amount incurred	As incurred	You must buy products and services from our designated and approved vendors whose items meet our standards and specifications. We reserve the right to be the sole supplier of products and services.
Late Reporting Fee	$100 per day	Immediately following assessment	If you do not timely submit financial statements we require on a monthly and annual basis as set forth in Section 8.1 of the Franchise Agreement, we impose a $100 per day fee until the required information is submitted.
Default Fee	$100 per day per violation of the Franchise Agreement terms	Upon demand	If you violate the terms of the Franchise Agreement, in addition to all other rights and remedies we have under the Franchise Agreement, we may assess a $100 per day Default Fee.
Additional Training Fee	Actual amount incurred	As incurred	If we provide additional services or training to you, you must pay all of salary, travel, lodging, living and other related expenses of our representatives providing the service and additional training.
Additional Training Materials	$30 to $50	30 days after billing	We will provide one set of training materials per Country Kitchen. If you would like additional copies, you may obtain them through us.
Annual Service Agreement from Preferred POS Provider	$2,300 annually	As per terms of contract	Includes the cost of a single integrated credit card processing module.
Insurance	Amount of premiums paid to obtain insurance meeting the then current coverage limits required under the Franchise Agreement.	Upon demand	Payable to us only if we elect to obtain coverage on your behalf after you fail to do so.
Management Fee	Varies. Currently estimated to be at least $2,000 per week plus our operating losses (if applicable)	As incurred	If you abandon or otherwise fail to operate the Country Kitchen in accordance with the Franchise Agreement, we may elect to operate the Country Kitchen. Section 5.6 of the Franchise Agreement permits us to charge a reasonable fee for the service.
Removal of Trade Dress Upon Country Kitchen Closure	Our actual costs, including travel	Upon demand	If you cease operating the Country Kitchen and fail to remove all trade dress (including signage and awnings, if applicable) from the Country Kitchen within 10 days of closure, we may perform such removal and you must reimburse us for our actual expenses.

Type of Fee[1]	Amount	Due Date	Remarks
Indemnification	Our actual costs (no estimates available)	As incurred by us	Applies to costs of defending actions against us because of your Country Kitchen operation.
Reimbursement for Expenses Related to Approval Requests	$100 - $400 per request	As incurred	We may ask that you reimburse us for the costs and expense relating to the testing, research and investigation of proposed products, brands or suppliers. Those costs and expenses will vary depending upon the type and amount of necessary testing, research and investigation.
Annual Meeting Expense	Varies	As incurred	Amount varies depending upon several factors including distance traveled, mode of travel, location and number of days. The estimated typical expense would be between approximately $500 and $1,500.

Footnote to Item 6:

1. We expect that fees payable under Franchise Agreements described in this Disclosure Document will generally be uniform or within the designated parameters and nonrefundable. We reserve the right, however, to vary fees as a result of negotiations and to waive or refund fees as we deem appropriate in our sole discretion. Also, the Continuing Fee and Regional and National Ad Fund Contributions have been increased in recent years over the corresponding amounts due under past, but still effective, franchise agreements. The Franchise Agreement requires monthly payments by electronic funds transfer whereby we automatically withdraw the payments from your bank account.

2. The Continuing Fee for a Café by Country Kitchen is 5% of your monthly Gross Receipts.

Item 7

YOUR ESTIMATED INITIAL INVESTMENT

FOR A RESTAURANT

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYEMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee (1)	$40,000	$40,000	Lump Sum	At signing of Franchise Agreement and, if applicable, Area Development Agreement	Us
Rent, Deposits, Licenses and Permits (2)	$13,500	$44,500	As Arranged (refundability depends upon negotiations	Prior to Occupancy and/or at Signing of	Lessor, Government Agencies

			with third parties)	Lease; Payable Monthly	
Leasehold Improvements/ Construction Costs [3]	$195,000	$840,000	As Arranged	As Arranged	Contractor
Utility Deposits [4]	$2,500	$5,000	Lump Sum	As arranged; Prior to Opening	Utility Companies, Lessors
Furniture, Fixtures and Equipment [5]	$165,500	$385,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Point of Sale System, Software, Training and Installation [6]	$15,000	$21,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Signage	$12,000	$75,000	As Arranged	Prior to Opening	Approved Vendors
Initial Inventory [7]	$15,000	$20,000	As Arranged	Prior to Opening	Approved Vendors
Interior Décor	$5,000	$15,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Travel, Living and Salary Expenses While Training [8]	$20,000	$50,000	As Incurred	Prior to Opening	Airlines, Hotels, Restaurants
Insurance [9]	$8,000	$20,000	As Arranged	Prior to Opening	Insurance Companies
Grand Opening Advertising [10]	$5,000	$5,000	As Incurred	Prior to Opening	Approved Third Parties
Legal & Accounting [11]	$2,000	$12,000	As Arranged	As Incurred	Third Parties
Start-Up Supplies	$1,500	$2,500	As Incurred	Prior to Opening	Third Parties
Additional Funds – 3 months[12]	$75,000	$150,000	As Arranged	As Incurred	Approved Vendors, Third Parties
Total Franchise Business Cost (Excluding Real Estate) [13], [14]	**$575,000**	**$1,685,000**			

FOR A CAFÉ

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYEMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee [1]	$40,000	$40,000	Lump Sum	At signing of Franchise Agreement and, if applicable, Area	Us

				Development Agreement	
Rent, Deposits, Licenses and Permits [2]	$13,500	$44,500	As Arranged (refundability depends upon negotiations with third parties)	Prior to Occupancy and/or at Signing of Lease; Payable Monthly	Lessor, Government Agencies
Leasehold Improvements/ Construction Costs [3]	$75,000	$150,000	As Arranged	As Arranged	Contractor
Utility Deposits [4]	$2,500	$5,000	Lump Sum	As arranged; Prior to Opening	Utility Companies, Lessors
Furniture, Fixtures and Equipment [5]	$165,500	$345,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Point of Sale System, Software, Training and Installation [6]	$15,000	$21,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Signage	$12,000	$75,000	As Arranged	Prior to Opening	Approved Vendors
Initial Inventory [7]	$10,000	$15,000	As Arranged	Prior to Opening	Approved Vendors
Interior Décor	$5,000	$15,000	As Arranged	As arranged; Prior to Opening	Approved Vendors
Travel, Living and Salary Expenses While Training [8]	$20,000	$50,000	As Incurred	Prior to Opening	Airlines, Hotels, Restaurants
Insurance [9]	$8,000	$20,000	As Arranged	Prior to Opening	Insurance Companies
Grand Opening Advertising [10]	$5,000	$5,000	As Incurred	Prior to Opening	Approved Third Parties
Legal & Accounting [11]	$2,000	$12,000	As Arranged	As Incurred	Third Parties
Start-Up Supplies	$1,500	$2,500	As Incurred	Prior to Opening	Third Parties
Additional Funds – 3 months[12]	$50,000	$100,000	As Arranged	As Incurred	Approved Vendors, Third Parties
Total Franchise Business Cost (Excluding Real Estate) [13], [14]	**$425,000**	**$900,000**			

Footnotes to Item 7:

1. **Initial Franchise Fee.** The initial franchise fee and any fee payable under an ADA are also discussed in Item 5. The ADA required you to pay a deposit equal to the full Franchise Fee of $40,000 for the first Country Kitchen plus an amount equal to $20,000 for each additional Country Kitchen you are obligated to open under the ADA. These fees are paid to us when the ADA is executed and are not refundable. We will credit $20,000 towards the Franchise Fee for each

Country Kitchen opened under the ADA after the first Country Kitchen. If you sign an ADA, we offer a reduced Franchise Fee for the second and subsequent Country Kitchens opened during the Term of the ADA. If you are a party to our ADA and develop a second Country Kitchen the Franchise Fee is $35,000 and for third and additional Country Kitchens the Franchise Fee is $25,000.

2. **Rent, Deposits, Licenses and Permits.** We estimate the rent, deposits, licenses and permits to be $13,500 to $44,500 for the initial month. Various permits may be required and may include building inspection fees and occupational license fees. If you do not already own adequate space, you will have to purchase or lease land and a building. Typical locations are shopping centers, urban commercial areas and suburban shopping areas. These locations vary in size from 2,500 to 5,000 square feet with seating capacities of 75 to 200 guests. Freestanding locations in suburban areas will require 1 to 1.25 acres of land and adequate parking facilities. The cost of commercial land or space, whether you lease or buy, varies considerably depending on the location and conditions affecting the local market for commercial property.

   You will usually be required to pay a security deposit for leased premises. Typically, the security deposit will be equal to one month's lease payment, but this amount will vary depending upon negotiations with the landlord. Security deposits should not exceed an average of two months' rent on the property.

   Local, municipal, parish/county, state and/or federal regulations vary on what licenses and permits are required by you to operate your Country Kitchen. Such license and permit fees are paid to these respective governmental authorities. The figures included in the chart above include the estimated cost of these licenses, including the ServSafe certification.

3. **Leasehold Improvements.** The cost of converting a leased facility to use as a Country Kitchen may vary widely depending upon the location, previous use and condition of the property. Freestanding Country Kitchens are ordinarily of masonry or frame construction. Construction costs will vary depending upon the availability and prices of labor and materials and whether certain costs will be borne by the landlord. The cost of land, if purchased, and site work vary depending upon the location and condition of the property. We cannot estimate the cost of purchasing land or site work, which will vary considerably from location to location. The figures in the chart above include the estimated cost for you to retain and employ an architect, engineer or other licensed and professionally qualified individual to assist with the improvements.

4. **Utility Deposits.** You may be required to pay deposits for certain utilities. The amount of these deposits and other utility costs may vary depending on the size and location of the Country Kitchen.

5. **Furniture, Fixtures and Equipment.** Our Manual contains a complete list of the required furniture, fixtures, equipment and smallwares that you will need to open and operate your Country Kitchen. As the above chart indicates, the cost of these items will vary depending on the size and location of your Country Kitchen. We have estimated the cost of these items for a typical Country Kitchen to be from $165,500 to $345,000.

6. **Point of Sale System, Training and Installation.** You must obtain at your expense specific computer hardware, software and training in its use. The figures in the chart above include the estimated cost of the hardware, ChowNow and credit card integration, and high-speed internet. This includes the estimated costs for network configuration and initial PCI/EMV compliance.

7. **Initial Inventory.** You must purchase initial inventory for the operation of your Country Kitchen. The estimated range covers a supply of food and paper products for one to two weeks of operations.

8. **Travel, Living and Salary Expenses While Training.** You are responsible for all transportation, lodging, meals, salaries and other expenses associated with the initial training program for you and/or your co-owner, managers and employees. Total costs for the 6 to 8 weeks training period are estimated at $20,000 to $50,000.

9. **Insurance.** During the term of the Franchise Agreement and any renewal term, you are responsible for all insurance premiums set forth and specified in the Franchise Agreement. You must name us as an additional insured at your expense and furnish us with certificates showing that the insurance is not cancellable without 30 days prior notice to us, along with evidence that the premiums have been paid. You are liable for any expense, including attorneys' fees, which we incur in connection with the insurance required under the Franchise Agreement. Required insurance includes general liability, employer's liability, workers compensation, auto liability, and property insurance. Your costs will vary according to the risks associated with our business and your location. The cost of workers compensation insurance will vary according to the number of employees and the requirements of state law. The figures included in the chart above reflect the approximate total cost of the estimated annual premiums.

10. **Grand Opening Advertising.** During the period from 15 days before to 30 days after the opening of the Country Kitchen, we will assist you in the arrangement of a Grand Opening promotion, which may include a direct mail campaign, a public relations program, distribution of advertising novelties, specialty items, food and drinks, newspaper advertising and social media campaigns. You are obligated to spend a minimum of $5,000 for your Grand Opening promotion although we may recommend that you spend more. You will pay the $5,000 directly to approved third parties.

11. **Legal and Accounting.** This item is the estimated cost of basic legal and accounting services provided to you by legal and accounting firms.

12. **Additional Funds.** This entry estimates additional funds you may need for the first 3 months of operation, including payroll costs and working capital for other expenses that could exceed receipts. These estimated amounts are based on our existing franchised locations that have opened in the past three years. These figures are estimates only and therefore we cannot guarantee that you will not have additional expenses starting the franchised business. Your costs will depend on factors such as: to what extent you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial period. This amount does not represent a "break even" estimate or a representation that you will attain any level of profitability by a certain stage of your operation.

13. **Total.** This total assumes that the real property and building will be leased. Amounts for the lease depend on factors such as rental rates and land and building costs in the franchisee's area, and whether or not the landlord requires the franchisee to pay first and last month's rent in advance.

14. **General Note.** The various amounts in this table are estimates. We have relied upon our experience in the restaurant business to complies these estimates. It is impossible to calculate the exact investment required of each franchisee for a franchised business due to the many factors that influence the total project cost, such as location, amount of space leased, cost of land and building and other costs peculiar to a specific site. The initial investment will also vary considerably depending on the method and amount of financing. The equipment and other items are shown in full, although they may be financed. You should review these figures carefully with a business

advisor, accountant or attorney before making a decision regarding the purchase of a franchised business. We do not offer, either directing or indirectly, financing to you as a Developer/Franchisee in connection with the initial investment. In general, none of the expense listed in the above chart are refundable, except security deposits may be refundable.

No part of the Developer's or Franchisee's initial investment which is payable to us is refundable under any circumstances. We do not offer, either directly or indirectly, financing to you as a Developer/Franchisee in connection with the initial investment.

Developers should expect to incur the estimated initial investment above for each Country Kitchen that is developed.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

No franchisor officer owns an interest in any supplier.

Equipment and Furnishings

You must install and use in the Country Kitchen only equipment (including, food and beverage preparation equipment, fixtures, furnishings, interior and/or exterior signage and air handling equipment) and other personal property which strictly conforms to our appearance requirements, uniform standards, specifications and procedures and the System, including any corresponding revisions. You must purchase and install all equipment and furnishings from only those suppliers that we designate or approve. We have the right to inspect and approve all equipment and furnishings and their installation to ensure your compliance with our standards and specifications.

If you wish to purchase or install any item that we have not specifically approved, or to purchase an item of equipment manufactured to our specifications from a supplier that we have not pre-approved, you must submit to us a written request for approval of the item or supplier. We have the right to require, among other things, that a sample of the item to be delivered or manufactured be made available in a manner acceptable to us or to an independent certified laboratory designated by us for testing prior to acting on the request for approval. We may ask that you reimburse us for the costs and expense relating to the testing, research and investigation of proposed products, brands or suppliers. Those costs and expenses will vary depending upon the type and amount of necessary testing, research and investigation. To date, we have not asked for reimbursement of these costs and expenses, but reserve the right to do so in the future. We currently estimate that such reimbursement could range between $100 and $400 per request. Unless we deliver an approval notice to you within thirty (30) days after we receive a written request for approval of an alternate supplier or item, the request shall be deemed denied. Under no circumstances will used equipment or smallwares be allowed, unless approved by us in our sole discretion. We reserve the right to reject your request for approval of a new item or supplier without conducting any investigation if we already have an approved item or have already designated a supplier for the item.

We formulate our specifications and standards based on our experience with the product and changes in manufacturers' products. The standards and specifications for equipment and furnishings and the identity of any approved suppliers are published in the Manual or otherwise made available to you. We reserve the right to, and expect to, supplement or modify the Manual and our standards, specifications and other publications we issue in our sole discretion at any time. We will provide notice in the Manual or by other methods (such as by email) of any changes. We are not required to make available to you, or to any supplier, our criteria for product or supplier approval. We evaluate and approve or disapprove suppliers based upon input and/or testing by our personnel.

We may revoke our approval of a particular item or supplier when we determine that an item or supplier no longer meets our standards. Upon receipt of written notice of such revocation, you must cease purchasing the item and/or using supplier.

Food and Other Items

We have developed standards and specifications for food and beverage products used in the preparation, cooking and serving of food products authorized for sale at Country Kitchen. We have and will periodically approve suppliers and distributors of the products that meet our standards and requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations and customer relations.

You must purchase approved food products and other items only from sources that we approve. We may periodically modify the list of approved items, brands, suppliers, and distributors, and you may not, after receipt in writing of such modification, reorder any item or brand or reorder from any supplier or distributor which is no longer approved.

If you wish to use or serve any food or beverage item or other ingredient or wish to use any item, brand or supplier which is not approved at that time, you must first notify us and submit sufficient information, specifications and samples concerning the item, brand or supplier for a determination by us whether the item or brand complies with our specifications and standards and whether the supplier meets our approved supplier criteria. We may ask that you reimburse us for the costs and expense relating to the testing, research and investigation of proposed products, brands or suppliers. Those costs and expenses will vary depending upon the type and amount of necessary testing, research and investigation. To date, we have not asked for reimbursement of these costs and expenses, but reserve the right to do so in the future. We currently estimate that such reimbursement could range between $100 and $400 per request. Unless we deliver an approval notice to you within thirty (30) days after our receipt of a written request for approval of an alternate supplier or item, the request shall be deemed denied. Our approval of any such proposed item or supplier may be based on not only whether the item or supplier meets our standards and specifications, but may also take into account the uniformity, efficiency, and quality of operation we deem necessary or desirable in the System as a whole. We may concentrate purchases with one or more distributors or suppliers as we determine in our sole discretion to obtain lower prices and/or the best support and/or services. We reserve the right to reject your request for a new supplier or distributor without conducting any investigation if we already have a designated supplier or distributor for the product or material to be offered by the proposed distributor or supplier.

We formulate our specifications and standards based on our experience with the product and changes in manufacturers' products. The standards and specifications for food and related products and the identity of any approved suppliers are published in the Manual or otherwise made available to you. We reserve the right to, and expect to, supplement or modify the Manual and our standards, specifications, and other publications we issue in our sole discretion at any time. We will provide notice in the Manual or other methods (such as by email) of any changes. We are not required to make available to you, or to any supplier, our criteria for product or supplier approval. We evaluate and approve or disapprove suppliers based upon input and/or testing by our personnel.

We may revoke our approval of particular products or suppliers when we determine at any time in our sole discretion that the product or supplier no longer meets our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from such supplier.

Purchasing Arrangements, Rebates and Other Contributions

We derive revenue, compensation, payments and other material benefits in consideration of purchases by you or other Country Kitchens in the System and on account of suppliers' dealings with us, you, and/or other Country Kitchens in the System. These benefits may include, by way of example, rebates, commission and/or

other forms of compensation. We are not obligated to remit any such benefits to you and reserve the right to retain all such benefits.

During our last fiscal year ended August 31, 2022, we received $174,323 in connection with purchases by franchisees of these items from approved suppliers or 13.66% of our total revenue of $1,275,796. Our rebate programs vary depending on the supplier and the nature of the product or service. Not every supplier pays rebates to us.

Some suppliers make contributions to advertising programs, promotions or our convention/regional meeting, which all franchisees were invited to attend at no additional cost except for transportation and hotel expenses. During our last fiscal year, we received $47,925 from suppliers that engaged in transactions with our franchisees which we used to defray expenses for our annual convention/regional meeting (after convention/regional meeting expenses we credited the balance of $15,120 to operating income). We may negotiate purchase agreements with suppliers (including price terms), for the benefit of the franchise System. If we establish these types of programs or arrangements, we may limit the number of suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers to the System.

We negotiate national purchasing and regional distribution arrangements with suppliers of food, dining room supplies, uniforms, office supplies, cleaning products and other products for your benefit in order to obtain volume discounts based upon purchases by those participating in the program. The availability of these programs to you varies with the number of licensees in a given geographic area.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers; however, we may consider your compliance with purchasing standards among many other factors when determining whether to renew or grant additional franchises.

Estimated Percentage of Required Purchases and Leases as a Total of Your Total Purchases and Leases in Operating the Country Kitchen. We estimate that approximately 80% to 90% of your expenditures for purchases and leases in establishing your franchised Country Kitchen and approximately 30% to 40% of your expenditures on an ongoing basis will be for goods and services which must be purchased from approved or designated sources or in accordance with our specifications.

Required Purchases from Us; Officer Ownership of Suppliers. There are currently no goods, services, supplies, equipment, computer hardware and software or real estate which you must purchase or lease from us, but we reserve the right to impose such a requirement in the future. As of the issuance of this disclosure document there are no approved suppliers in which any of our officers owns an interest.

Purchasing Cooperatives. We have the right, in our discretion, to designate any geographical area for purposes of establishing a purchasing program ("Purchasing Program"). If a Purchasing Program is established in the area encompassing your Country Kitchen at the time you open for business or is established during the term of your Franchise Agreement, you must immediately participate in the Purchasing Program.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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.

FRANCHISE AGREEMENT

	Obligation	Article in Franchise Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	1 & 3 and Appendices C & D	6,7 & 11
b.	Pre-opening purchases/leases	3 & 4	5, 6, 7 & 8
c.	Site development and other pre-opening requirements	3 & 4	7, 8 & 11
d.	Initial and Ongoing Training	1 & 5	6 & 11
e.	Opening	3 & 5	7 & 11
f.	Fees	6 and 8.1	5, 6, & 7
g.	Compliance with Standards and Policies/Operating Manuals	3,4,5,9,10 & 11	8, 11, 15,16 &17
h.	Trademarks and proprietary information	1, 10 & 11 and Appendices B-1, B-2 & B-3	13 & 14
i.	Restrictions on products/ services offered	1, 4 & 5	8 & 16
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	1	12
l.	Ongoing product/service purchases	4	6, 7, 8 & 11
m.	Maintenance, appearance and remodeling requirements	3 & 5	8 & 11
n.	Insurance Obligation	9	7 & 8
o.	Advertising	6, 7, & 10	6 & 11
p.	Indemnification	9 & 16 and Appendices B-1 & C	6
q.	Owner's participation/ management/staffing	1 & 5	15
r.	Records/reports	8	6 & 11
s.	Inspections/audits	5 and 8	6 & 11
t.	Transfer	12 and 13	6 & 17
u.	Renewal	2	17
v.	Post-termination obligations	11 & 12 and Appendix B-2, 3 and 4	17
w.	Non-competition covenants	1 & 12 and Appendices B-2, B-3	15 & 17
x.	Dispute Resolution	15	17
y.	Other – Operating Standards	5	11
z.	Other – Personal Guarantee of franchisee's obligations required from Owners	1 & 12 and Appendix B-1	15
aa.	Other – Personal Covenants required from Owners	1 & 12 and Appendix B-2, B-3	15
bb.	Other – Confidentiality Agreement required from managers & certain employees	1 & 12 and Appendix B-4	15

ADA. In some cases we may award a franchisee an ADA. An ADA allows you to develop multiple units in a territory. For each Country Kitchen you develop under an ADA, you would sign the then-current form of franchise agreement.

	Obligation	Article in ADA	Item in Disclosure Document
a.	Site selection and acquisition/lease	3 & 5	6 & 11
b.	Pre-opening purchases/leases	Not Applicable	Not Applicable
c.	Site development and other pre-opening requirements	3	11
d.	Initial and Ongoing Training	3	6 & 11
e.	Opening	Appendix A	Not Applicable
f.	Fees	3 & 4 & Appendix A	5, 6 & 7
g.	Compliance with Standards and Policies/Operating Manuals	5	11
h.	Trademarks and proprietary information	Not Applicable	Not Applicable
i.	Restrictions on products/ services offered	Not Applicable	Not Applicable
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	1 & 3 & Appendix A	12
l.	Ongoing product/service purchases	Not Applicable	Not Applicable
m.	Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n.	Insurance Obligation	Not Applicable	Not Applicable
o.	Advertising	Not Applicable	Not Applicable
p.	Indemnification	11	6
q.	Owner's participation/ management/staffing	3	15
r.	Records/reports	Not Applicable	Not Applicable
s.	Inspections/audits	Not Applicable	Not Applicable
t.	Transfer	6	17
u.	Renewal	2	17
v.	Post-termination obligations	2 & 7 & Appendix B	17
w.	Non-competition covenants	9 & Appendix B	17
x.	Dispute Resolution	10	17
y.	Other – Operating Standards	Not Applicable	Not Applicable
z.	Other – Personal Guarantee of franchisee's obligations required from Owners	3	15
aa.	Other – Personal Covenants required from Owners	3 & Appendix B	15

	Obligation	Article in ADA	Item in Disclosure Document
bb.	Other – Confidentiality Agreement required from managers & certain employees	3 & Appendix B	15

Item 10

FINANCING

We do not offer direct or indirect financing to you. We do not guarantee your note, lease or other obligations.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Franchisors Pre-Opening and Post-Opening Assistance.

Before you open your Country Kitchen, we will provide the following:

1. Written criteria for site selection (if applicable) upon request (Franchise Agreement ("FA") §1.7);

2. Typical site plans, standard construction plans, drawings and specifications for the Country Kitchen building and its related facilities (FA §1.7);

3. Standard layouts and specifications for fixtures, furnishings, interior design and décor, signs and equipment required as elements of the System (FA §1.7);

4. A procedure for obtaining our consent to your proposed site for operation of the Country Kitchen (Area Development Agreement ("ADA") §3.02 and §3.03);

5. A preopening management training program and such other training at such locations and for such periods as we may periodically designate in the Manual or otherwise in written or electronic format (FA §1.7);

6. Other assistance as we may determine is required in connection with your Country Kitchen opening (FA §§1.7 and 5.3);

7. Access to 1 copy of the Manual (but only on a loaned basis), which we may elect to provide either in written or electronic format (FA §1.7);

8. An initial management training program (FA §5.3 and ADA §3.07);

9. Initial training materials and supplies (FA §5.3); and

10. A sample of our standardized chart of accounts, statement of earnings, balance sheet and other report formats to be used by you for purposes of reporting to us, which we may elect to provide either in written or electronic format (FA §1.7).

After you open your Country Kitchen, we will provide the following:

1. Periodically furnish updates to the Manual we consider necessary and appropriate. These updates will be made available electronically and posted on our franchisee portal. (FA §5.4);

2. Periodically provide written or verbal consultation relative to the operation of the Country Kitchen as we consider necessary and appropriate (FA §5.4);

3. Periodically, as we consider necessary and appropriate, inspect the premises of the Country Kitchen and the products served by you therein to determine the efficiency and quality of the operation and compliance with the System (FA §5.4);

4. On reasonable written request by you and as determined by us to be necessary and appropriate, furnish services to you addressing specific problems encountered by you. You must, however, reimburse us promptly for our actual time and actual expenses, including all labor related expenses, incurred in aiding you with such problems (FA §5.4); and

5. Review and approve advertising materials (FA §7.1).

Site Selection and Related Matters.

Site Section. Selection, procurement and development of a site for the Country Kitchen is solely your responsibility (FA §3.1 and ADA §3.01). You must, however, obtain our prior written consent for the proposed site before we will sign a Franchise Agreement. In evaluating a proposed site, we consider such factors as competition and market analysis, proximity to institutions and other potential sources of customers, building suitability, traffic counts, transportation availability, the nature and extent of adjacent businesses, the comparative advantages of a particular market, and other factors determined by us. Generally, we issue site approval or rejection within 30 days of your request for approval.

If the site will be leased or subleased by you, you must: (1) furnish us with a copy of the proposed lease or sublease prior to execution and (2) insert in the lease our required provisions contained in the Addendum to Lease and Collateral Assignment of Lease, a form of which is attached to the Franchise Agreement. We must approve any revisions to the Addendum to Lease and Collateral Assignment of Lease. (FA§3.1).

If the site is owned by you or any of your owners, the property shall be subject to a Declaration of Franchise Agreement in favor of us in the form attached to the Franchise Agreement stating that any transfer of ownership in the property (including but not limited to a sale leaseback to any of your affiliates) is subject to the terms and conditions set forth in this Agreement (FA §3.1).

Site Development. No later than 90 days after the effective date of the Franchise Agreement, your architect/engineer must develop a complete set of plans that are based on our standard building plans, conform such plans to local building and zoning codes, and submit such plans to us for our review and approval. In all instances, you must obtain our written approval of the final building and site plans prior to applying for a building permit or commencing construction.

You must begin the permitting process for the building and improvements for the Country Kitchen with the local governing body as soon as possible after you receive written notice from us of our approval of the final building and site plans and specifications. The building and improvements must be constructed in strict compliance with the final plans and specifications, as approved by the local governing body and us.

The length of time between the signing of the Franchise Agreement and the opening of a Country Kitchen varies depending on the time you take to complete your real estate acquisition and to permit and construct the building. Typically, the time necessary for the opening a ground up Country Kitchen after site-negotiations have been finalized is between six (6) to ten (10) months. If you have a current Area Development Agreement with us, the Country Kitchen must open for business in accordance with the development schedule in the ADA. Otherwise, you must open for business no later than 12 months after the effective date of the Franchise Agreement unless we agree with you in writing to a different timeline.

Advertising and Promotion.

General Matters. We have the right to conduct, determine, maintain and administer all national, regional, local and other advertising and marketing as may be instituted periodically by us for the benefit of the System and to direct all such advertising and marketing with sole discretion over the concepts, materials, form, copy, layout and content used therein. We also have the sole exclusive right to print menus to be used in the Country Kitchen. You may not print menus without our prior written approval, which may be withheld in or sole discretion. We have no obligation to provide custom marketing materials for you. We have the right to charge a fee for any custom marketing or advertising services which you request from us. We may, at any time, enter your Country Kitchen and remove any unapproved signs or advertising and may keep or destroy such signs or advertising without paying for them and without being deemed guilty of trespass or any other tort.(FA§7.1)

Advertising Production Fund. You must pay an Advertising Production Fee at a rate of 1% of Gross Receipts on a monthly basis to us.(FA §6.3) We collect Advertising Production Fees for the production, research, creation and administration of advertising, menu testing and sales promotion programs for all Country Kitchen® Restaurants, and to produce television, radio, newspaper, social media, direct mail, Birthday Club, and point of purchase advertising and collateral materials. We use our in-house advertising department and may use a national or regional advertising agency. During the last fiscal year 15.88% of the amount collected for advertising production was spent on the production of advertisements and promotional materials, 7.11% was spent on materials and expenses associated with the sale of additional franchises, and 77.01% was spent for general and administrative expenses specifically relating to the production, research and creation of advertising, menu testing and sales promotional activities. Any fees not spent in the year in which they were paid may be spent in a future fiscal year. The Advertising Production Fund is audited as part of the annual audit of our financial statements conducted by our independent certified public accountants. Those financial statements are attached to this disclosure document as (Exhibit J). A copy of those financial statements will be made available to you upon request.

Contributions for the Advertising Production Fund are made by the franchisees via electronic transfer on the 10th day of the next month. Any locations that are owned or controlled by us, will contribute on the same basis as you.

Advertising expenditures are intended to maximize general public recognition and acceptance of all Country Kitchens and the System. However, we make no representation or warranty that any particular Country Kitchen, including your Country Kitchen, will benefit directly or pro rata from such advertising (FA Article 7).

Regional and National Ad Funds; Market Area Cooperative Advertising Association. We have the right in our sole discretion to establish a fund for the implementation of regional advertising programs intended to increase general public recognition and acceptance of Country Kitchens in a franchisee's regional area ("Regional Ad Fund"), and /or a national ad fund for the benefit of the System ("National Ad Fund").(FA §7.2) We may require you to contribute up to 3% of your Gross Receipts to the Regional Ad Fund and/or National Ad Fund. We reserve the right to require you to participate in a cooperative advertising association in your marketing area, as designated by us, provided, however, that your total contribution to the cooperative combined with any required payments to our Regional Ad fund and/or National Ad Fund will not exceed 3% of Gross Receipts. The franchisees within each marketing area will administer the cooperative advertising associations.

Supplemental Advertising. You are free to conduct, at your own separate expense, supplemental advertising to promote and increase the demand for the products and services of your own Country Kitchen.(FA§7.1) You may use only approved advertising materials for your advertising and promotions. You must obtain written approval from us prior to using any advertising or promotional materials not previously approved by us.

Related Prohibitions. You may not transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent. You are strictly prohibited from promoting the Country Kitchen and/or using the Marks on any social or networking Website, including Facebook, LinkedIn, MySpace and Twitter, or any similar sites, without our prior written consent.

Electronic Point of Sale and Computer Systems

Hardware. We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) back office and point-of-sale systems (including but not limited to food cost management, supply management and labor management systems), data, audio and video, systems for use at the Country Kitchen; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; (e) physical, electronic and other security systems, including video surveillance; and (f) devices designed to enhance the efficiency of your Country Kitchen operations (collectively, the "Computer System").(FA §3.6) We also require each site to provide gift card and credit card processing devices through Elavon or First Data. Currently, SilverWare POS, Inc. is the only approved supplier of many of the products and the estimated cost ranges from $12,000 to $18,000 depending on the size of your Country Kitchen and the number of terminals required.

Software. We also have the right, but not the obligation, to develop or to designate computer software programs (the "Required Software"), including updates, supplements, modifications, and enhancements to the Required Software that you must install at your expense and use in connection with the Computer System.(FA §3.6) SilverWare POS, Inc. is currently the only approved supplier of updates, supplements, modifications and enhancements to the Required Software. The annual cost of an annual service agreement is approximately $2,300. This includes the cost of a single integrated credit card processing module.

Upgrades, Updates and Modifications. We have the right to establish reasonable new standards for the implementation of technology in the Computer System.(FA §3.6) You must abide by those reasonable new standards and pay the costs to purchase, lease or license new or modified computer hardware and software or obtain service and support for Computer Systems and/or Required Software during the term of this Agreement. There are no contractual limitations on either our right to require you to obtain updates and/or upgrades, or the cost of any updates and/or upgrades.

Our Access to Data and Information on Your Computer System. There are no contractual restrictions, and we have the unrestricted right, at any time to remotely retrieve and use data and information from the Computer System and Required Software that you are using.(FA §3.6) We reserve the unrestricted right to collect (via modem or otherwise) your point of sale data in order to compile sales data, consumer trends, food and labor costs, and other such financial and marketing information as we deems appropriate, and we are permitted to distribute this data to other franchisees or third parties on a confidential basis.

The Manual. The current Table of Contents of our Manual is attached as Exhibit H.

The Training Program.

Background. Our Training Program is designed to teach your management the fundamentals of operating a Country Kitchen, including restaurant operations, leadership development, restaurant management skills, food safety and overall business development. Approved Operators, Managers and Assistant Managers must complete the required training.(FA §5.3)

Our training program begins with hands-on technical training in which managers will be trained on every position in the Country Kitchen. The second phase of training focuses on supervision training to introduce the tools available for supervising the back and front of house operations. Approved Operators will receive additional training to introduce the tools available for supervising the back and front of house operations, including scheduling, inventory and ordering as well as daily operations of the Country Kitchen.

As part of our training program, your managers are required to demonstrate competency in their respective functions while under the supervision of our Training Team in a Certified Training Country Kitchen.

The following table summarizes our current training program which is subject to change at our discretion.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Managers and Assistant Managers:			
Basic Shift Management (Currently includes Orientation, Service, Production, Management and Administration)	10-40	120-440	Certified Training Country Kitchen
Cost Control (Currently includes Daily Checklists, Legal Requirements, Cash and Discount Management, Food Management and Labor Management)	20	40	Certified Training Country Kitchen
Approved Operator and Principal Owner(s):			
Basic Shift Management (Currently includes Orientation, Service, Production, Management and Administration)	10-50	110-500	Certified Training Country Kitchen
Cost Control (Currently includes Daily Checklists, Legal Requirements, Cash and Discount Management, Food Management and Labor Management	20-30	40	Certified Training Country Kitchen
Business Management (Currently includes Coaching, Basic Vendor Management, Auditing Processes, Sales Forecasting, Effective Meetings, Managing Payroll and Progressive Discipline)	10-20	Varies	Certified Training Country Kitchen and Corporate Office
Principal Owner and Approved Operator:			
Business Leadership (Currently includes Effective Country Kitchen Visits, Control Audits, Succession Planning and Action Planning	20	80	Certified Training Country Kitchen and Corporate Office

The training described in the table above must be successfully completed before your Country Kitchen may open for business. Subject to a different time agreed upon in any applicable Area Development Agreement, your Country Kitchen must be opened pursuant to our consent no later than 12 months from the Effective Date of the Franchise Agreement.(FA §3.2(C))

We do not maintain a dedicated staff of franchise training instructors. We rely on Training Country Kitchen Approved Operators at Certified Training Country Kitchen locations to teach the management training program. The Training Program is available to our franchisees on an as needed basis at our Training Country Kitchens and our Corporate Headquarters in Middleton, Wisconsin and is supervised, as may be necessary, by Craig Jansen, our Director of Operations and Education. Mr. Jansen's background is discussed in Item 2, above.

The Manual will be used as the principal instruction manual for the training we provide for new Country Kitchens. We make no separate charge for training. You will be responsible for all salary, travel and living expenses incurred by you, your Approved Operator, and your managers while attending training. We will supply initial instructional materials, which may include manuals, and/or DVD's, at no additional cost.

You may be obligated to replace any manager or Approved Operator who we determine is not qualified to manage the Country Kitchen. Failure to demonstrate competency in each of the training subject matters or failure to pass examinations for each of the subject matters covered in training is grounds for replacing a manager or Approved Operator. Moreover, if you fail to complete all phases of the training program to our satisfaction, we may terminate the Franchise Agreement.

You, your Approved Operator and your management will also be required to periodically attend and successfully complete additional training, refresher and retraining programs. We do not charge any additional fee for this training, but you must pay the salary, travel and living expenses for you and your employees.

Before you open any additional Country Kitchens, additional Mangers hired to work in your new locations must complete our training program in a Certified Training Country Kitchen. If you do not operate a Certified Training Country Kitchen, your managers must be trained at a Certified Training Country Kitchen owned and operated by us or another franchisee. You must pay any travel and lodging expenses associated with this training, but we do not charge for the instructional time we provide.

Item 12

TERRITORY

The Franchise Agreement.

a. Your Marketing Area. Your franchise will be for a specific site approved by us within the area we designate (the "Marketing Area"). Typically, in a suburban or exurban area your Marketing Area will be set as a radius of three-miles around the Country Kitchen, and for dense urban areas, your Marketing Area will contain a minimum population of 40,000 persons.

b. Our Reservation of 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. We reserve the right to operate or license to others the right to operate a Country Kitchen in travel centers, airports, schools, railroad/railway or bus stations, government institutions, hospitals, military installations, stadiums, sports arenas, casinos, amusement parks, theaters, convention centers, "big box" retail stores, and other locations within institutional or public service operations (collectively, the "Captive Facilities"), which may be located within your Marketing Area. You will not be compensated for sales by and through these businesses. In addition to the right to operate or license to others the right to operate in Captive Facilities located in your Marketing Area, we, including our affiliates, retain the rights described below:

(i) The right to offer, sell, distribute or otherwise provide, directly or indirectly, or license to others the right to sell or distribute, directly or indirectly, within and outside your Marketing Area, any products or services, including those products or merchandise bearing the Country Kitchen trade name, from any location other than a restaurant, including but not limited to, sales made at or through retail

or wholesale stores, supermarkets, grocery stores, convenience stores, temporary locations, portable carts or trailers, kiosks, catalogs, mail order or electronic means (for example, the Internet). You will not be compensated for sales by or through these businesses.

(ii) The right to sell and deliver food and beverage products of any type under any trademark, other than the Country Kitchen trademarks, at any location, including, but not limited to, locations within your Marketing Area. These businesses may compete directly with you. You will not be compensated for sales by or through these businesses.

(iii) The right to license to others the right to sell and deliver food and beverage products under any trademark, other than the Country Kitchen trademarks, at any location, including, but not limited to, locations within your Marketing Area. These businesses may compete directly with you. You will not be compensated for sales by or through these businesses.

(iv) The right to sell, solicit, and direct advertising or promotional materials to customers or prospective customers located in your Marketing Area.

(v) The right to establish and operate, or license to others the right to establish and operate a Country Kitchen under the System and the Marks at any location outside your Marketing Area (to the extent that such Country Kitchen is not located within any Development Area granted to you pursuant to an Area Development Agreement).

c. Site Location and Relocation. The Franchise Agreement allows you to operate a single Country Kitchen only at the approved location. You may relocate the Country Kitchen only with our prior written approval. Our approval will be determined by a variety of factors including the viability of the current location and demographics (including number of households, household income, and number of businesses) of the proposed location.

d. No Operation or Solicitation Outside of your Marketing Area. You do not have the right to establish other Country Kitchens within or beyond your Marketing Area without our approval and subject to an additional Franchise Agreement. Additionally, you may not use advertising or other methods for solicitation that are directed into areas granted to other franchisees, unless you obtain our prior written approval or the advertising is for the purpose of general brand awareness and does not attempt to solicit customers for a specific location.

e. Options, Rights of First Refusal and Similar Rights. The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises within your Marketing Area or areas contiguous to your Marketing Area.

f. Continuation of Rights to your Marketing Area. The continuation of the Marketing Area granted by your Franchise Agreement and the granting of any additional franchises is dependent upon your compliance with the terms of the Franchise Agreement. Continuation of your Marketing Area is not dependent upon achievement of certain sales volume or market penetration.

g. Alteration of your Marketing Area. Your Marketing Area may be altered at any time by mutual agreement between you and us. If you default on the terms of the Franchise Agreement, we may, in addition to our other available remedies, terminate the Franchise Agreement and your Marketing Area or modify your Marketing Area without your consent. Except for these two circumstances, there are no other circumstances under which your Marketing Area may be altered before the expiration or termination of the Franchise Agreement.

h. Competitive Business under Different Mark. Neither we nor any affiliate has established other franchised or company-owned restaurant businesses which provide similar products or services under a different trade name or trademark, but we reserve the right to do so.

The Area Development Agreement.

a. The Development Area. If we enter into an ADA with you, you will be granted the right to develop additional Country Kitchens in a mutually agreed upon geographic area (the "Development Area"). The size of the Development Area may range from a portion or all of a city, county, metropolitan area, or marketing area, depending on a number of factors, including but not limited to demographics and your financial and management resources. The Development Area will be described in the ADA by specific geographic boundaries, specific counties, or a description of municipal boundaries.

b. Our Reservation of 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. We reserve the right to operate or license to others the right to operate a Country Kitchen in Captive Facilities which may be located within the Development Area. You will not be compensated for sales by and through these businesses. In addition to the right to operate or license to others the right to operate a Country Kitchen in Captive Facilities located in your Development Area, we, including our affiliates, retain the rights described below:

(i) The right to continue operating any Country Kitchen located within the Development Area (if applicable) which are in operation prior to the Effective Date of this Agreement. You will not be compensated for sales by or through these businesses.

(ii) Offer, sell, distribute or otherwise provide, directly or indirectly, or license to others the right to sell or distribute, directly or indirectly, within and outside your Development Area, any products or services, including those products or merchandise bearing the Country Kitchen trade name, from any location other than a restaurant, including but not limited to, sales made at or through retail or wholesale stores, supermarkets, grocery stores, convenience stores, temporary locations, portable carts, kiosks or trailers, catalogs, mail order or electronic means (for example, the Internet). You will not be compensated for sales by or through these businesses.

(iii) Sell, solicit, and direct advertising or promotional materials to customers or prospective customers located in your Development Area.

(iv) Establish and operate, or license, to others the right to establish and operate, Country Kitchen restaurants under the System and Marks at any location outside your Development Area. You will not be compensated for sales by or through these businesses.

(v) Engage in any other business activities not expressly prohibited by this Agreement, both within and outside the Development Area. You will not be compensated for sales by and through these businesses.

c. Other Development Area Restrictions. Regardless of your rights in the Development Area, you may not operate any Country Kitchen within twenty-five (25) miles of any existing Country Kitchen owned and operated by us or within the marketing area granted to an existing Country Kitchen franchisee pursuant to a franchise agreement currently in effect (if applicable).

d. Continuation of Rights to Development Area. The continuation of the Development Area granted by your ADA is dependent upon your compliance with the terms of the Franchise Agreement, including the development schedule in Appendix A of the ADA. Upon the occurrence of your default under ADA, we may, at our option, in addition to other remedies available under the ADA (i) modify, reduce, and/or accelerate the Development Schedule and/or terminate, modify, and/or reduce the Development Area.

Item 13

TRADEMARKS

The Franchise Agreement grants you the right to use the Marks designated by us only in the manner we authorize and only for the operation of the Country Kitchen at the location specified in the Franchise Agreement (Appendix A). You must operate the Country Kitchen under the trademark "Country Kitchen Restaurant®" or "Café by Country Kitchen®" and associated trade names, logos, symbols, designs and trade dress.

The following principal trademarks are registered on the Principal Register of the United States Patent and Trademark Office ("Trademark Office") and are owned by us. We intend to renew the registrations and to file all appropriate affidavits at the times required by law. As of the issuance date, all appropriate affidavits for the Marks required by law have been timely filed.

TRADEMARK	REGISTRATION OR APPLICATION DATE	REGISTRATION OR SERIAL NUMBER
COUNTRY KITCHEN	March 22, 1977 Most recent renewal: April 14, 2017	1,061,887
COUNTRY KITCHEN	March 2, 2004 Most recent renewal: March 12, 2014	2,819,434
COUNTRY KITCHEN RESTAURANT	June 8, 2004 Most recent renewal: June 23, 2014	2,850,464
COUNTRY KITCHEN RESTAURANT (New Logo)	April 23, 2013	4,325,522
CAFÉ BY COUNTRY KITCHEN	May 14, 2019	88,061,091
OLD-FASHIONED CALICO BEAN SOUP	September 13, 1988 Most recent renewal: August 8, 2018	1,504,425
THE FARM SKILLET	December 22, 1987 Most recent renewal: December 2, 2017	1,469,899
SKILLET BREAKFASTS	December 6, 1988 Most recent renewal: December 8, 2018	1,516,076
COUNTRY BOY	December 18, 1962 Most recent renewal: January 8, 2013	0742,443

TRADEMARK	REGISTRATION OR APPLICATION DATE	REGISTRATION OR SERIAL NUMBER
COUNTRY BOY (Design Only)	October 12, 1971 Most recent renewal September 27, 2011	0922,045
SKILLET SCRAMBLE	May 3, 1988 Most recent renewal: April 8, 2018	1,487,002
FIESTA SKILLET	July 9, 1991 Most recent renewal: October 21, 2021	1,650,247
BARN BUSTER	July 20, 1999 Most recent renewal: February 19, 2019	2,263,265
MR. CHIPPY	July 6, 1999 Most recent renewal: February 19, 2019	2,259,649
DOUBLE-UP SKILLET	September 22, 2015	4,819,512

There currently is no effective material determination of the United States Patent and Trademark Office (USPTO), the Trademark Trial and Appeal board, or the trademark administrator of any state or court; no pending infringement, opposition, or cancellation proceeding; and no pending material litigation involving our principal trademarks.

Pursuant to an agreement dated February 16, 1976, with a party claiming common law rights to the name "Country Kitchen" based on prior use, Former CKI agreed not to operate or grant a franchise or license to operate a Country Kitchen® Restaurant in the counties of Multnomah, Clackamas and Washington in the State of Oregon. We are still subject to that agreement.

The Marks are our sole property. You may not directly or indirectly contest the validity or ownership of the Marks or our right to license the Marks. Any and all uses of the Marks by you and the corresponding goodwill inures exclusively to us. Your right to use the Marks is limited to your use of the Marks in the operation of the Country Kitchen at the Authorized Location and as expressly provided in the Franchise Agreement and the Manual. You may not modify the Marks in any manner in connection with your display of, or creation or duplication of materials bearing, the Marks. You may not use the Marks or any variations of the Marks or marks or names confusingly similar to any of the Marks in any manner not authorized by us or in any corporate, partnership or other business entity name. You may not use any other trade names, service marks or trademarks in conjunction with your Country Kitchen.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Marks, and/or use one or more additional, substitute Marks, you must comply with the modification or discontinuation at your expense within a reasonable time after notice of the modification or discontinuation.

You must notify us immediately of any apparent infringement of or challenge to your use of any Marks, or claim by any person of any right in any Marks. You may not communicate with any person other than us, and your counsel and our counsel in connection with the infringement, challenge or claim. We have the sole discretion to take such action as we consider appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office or Copyright Office proceeding or other administrative proceeding arising

out of any infringement, challenge or claim or otherwise relating to the Marks. You must sign and deliver any and all instruments and documents which, in our opinion is necessary or advisable to protect and maintain our interests in any such litigation or administrative proceeding or to otherwise protect and maintain our interests in the Marks.

You may not use the Marks or any abbreviation or other name associated with us and/or the System as part of your e-mail address, domain name, and/or other identification in any electronic medium without our prior written consent. You may not transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent. You are strictly prohibited from promoting your Country Kitchen and/or using the Marks on any social or networking Website, including Facebook, LinkedIn, MySpace and Twitter, or any similar sites, without our prior written consent.

The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks.

We do not know of any superior rights or infringing uses that could materially affect your use of our Marks. There are no effective determinations of the USPTO or of any court, nor any pending material litigation, including infringement, opposition or cancellation proceedings, that could materially affect your use of our marks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or patent applications that are material to your Country Kitchen or the System. We claim copyright protection in the Manual and certain forms, architectural, engineering and construction plans, advertising materials, product recipes, formulas, specifications, ingredients, processes, techniques and methodologies, supplier information, customer lists, site information, equipment specifications, computer programs, newsletters, training materials, and operations and accounting materials. We have not registered those materials with the United States Registrar of Copyrights.

The Manual and these other materials contain our detailed standards and specifications for developing, managing and operating your Country Kitchen, including mandatory specifications and standards relating to the construction of Country Kitchens. The Manual and other proprietary information also may discuss the selection, purchase, storage, preparation, packaging, ingredients, recipes, cooking methods, service and sale of the products and beverages you will sell at your Country Kitchen. The Manual also contains information on management and employee training, marketing, advertising and sales promotions, signs, fixtures and furnishings, employee dress attire and appearance standards, menu concept, and business practices and procedures, such as bookkeeping, accounting, records retention and other business systems.

The Manual and all other materials and information provided or disclosed to you regarding the System are disclosed in confidence. You may not disclose any part of this information to anyone who is not your employee, and you will disclose to your employees only those parts of the System that an employee needs to know. You also must agree not to contest our interest in the trade secrets and confidential and proprietary information that comprises the System.

We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so as appropriate.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate and retain at least one individual to serve as the "Approved Operator" of the Country Kitchen. If all of the following criteria are met, the Managing Owner may serve as the Approved Operator. The Approved Operator (i) must have a track record of successfully owning or managing restaurants similar to Country Kitchen, as determined by us, and if the Approved Operator will manage more than one Country Kitchen, shall have experience in operating multi-unit restaurants similar to Country Kitchens; (ii) must possess good moral character, and have the aptitude and ability to conduct the business contemplated by the Franchise Agreement; (iii) must be authorized by you to direct any actions necessary to ensure compliance with the Franchise Agreement; (iv) must devote his or her full time and best efforts to satisfying your obligations under the Franchise Agreement and the daily operations of the Country Kitchen (along with other Country Kitchens operated by you if you operate more than one Country Kitchen); (v) must complete our then-current training program; and (vi) must live within the general area of the Country Kitchen.

You may not change an Approved Operator without our prior written consent. Any new Approved Operator must satisfy all of the requirements described in the preceding paragraph.

The Approved Operator must refrain from operational or management commitments in other businesses (except other Country Kitchens operated under franchises granted by us) which would in any way affect the management duties required hereunder.

At all times during the Term of the Franchise Agreement, you must maintain a managerial staff in accordance with our policies and procedures. At all times during the term of the Franchise Agreement, all of your managers must attend and successfully complete our prescribed manager training program and all subsequent manager training, refresher and retraining programs offered from time to time by us (as revised from time to time) and Section 5.3 of this Agreement.

The Managing Owner of a business entity franchisee and a business entity developer must be the Principal Owner of the business entity with the largest share of equity ownership in the business entity and who is authorized by the business entity to bind it in any dealings with us.

Each Principal Owner of a business entity franchisee must personally guaranty the full payment and performance of your obligations and individually undertake to be bound, jointly and severally, by all terms of the Franchise Agreement, including non-compete and confidentiality provisions. Unless a Principal Owner's spouse is also a Principal Owner, the spouse is not required to provide a personal guaranty.

Each of your Approved Operators must individually undertake to be bound by all non-compete and confidentiality provisions of the Franchise Agreement.

Other management personnel, and owners of up to but not including a 10% interest in you if you are a business entity franchisee, must individually undertake to be bound by all confidentiality provisions of the Franchise Agreement.

Each Principal Owner of a business entity developer must individually undertake to be bound, jointly and severally, by all terms of the ADA, including non-compete and confidentiality provisions.

Other management personnel, and owners of up to but not including a 10% interest in you if you are a business entity developer, must individually undertake to be bound by all confidentiality provisions of the ADA.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must serve, sell or offer for sale all of the food and beverage products and merchandise that (i) are listed in the then-current standard menu or menus specified by us, (ii) meet our uniform standards of quality and portions, (iii) have been prepared in accordance with the recipes and food handling and preparations methods and procedures designated from time to time in the Manual or otherwise in writing, and (iv) are supplied only by our approved vendors and/or suppliers;

You must maintain sufficient supply of all food, beverage, limited time offers and promotional items necessary to maintain service of all items during hours of operation. You may not deviate from our standards, specifications and procedures for serving or selling our products and services without our prior written approval.

If you wish to use or serve any food or beverage item or other ingredient or propose to use any item, brand or supplier which is not approved at that time, you must first notify us and submit sufficient information, specifications and samples concerning such item, brand or supplier for a determination by us whether such item or brand complies with our specifications and standards and whether such supplier meets our approved supplier criteria.

Our approval is required for any vending machines located in the Country Kitchen and for any music played in the Country Kitchen whether through a satellite service or jukebox. We may require you to install certain vending machines provided by third parties or us which determination will be made solely in our discretion as part of any system-wide requirement.

You must comply with our entire System, as periodically revised by us. Due to the competitive nature of the restaurant business, presently unforeseen changes in consumer preferences, and/or presently unforeseen technological innovations, the System must not remain static, and in order to best serve the interests of the System, including us and our franchisees, we may periodically change the components of the System, including, but not limited to, altering the programs, services, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying those programs, products and services which your Country Kitchen is authorized to offer; and changing, improving or modifying the Marks. You must, at your expense, abide by these modifications, changes, additions, deletions and alterations, which may apply to the entire System, or may be limited to a particular building prototype, and may include new or additional menu items, recipes, computer hardware, software, equipment, inventory, supplies or techniques.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP
FRANCHISE AGREEMENT

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

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
a.	Length of the franchise term	2	Term of Franchise Agreement is 20 years.

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
b.	Renewal or extension of the term	2	If you are in good standing under your Franchise Agreement and fulfill our requirements for renewal you will have 2 options to renew of 5 years each on our then current form of renewal franchise agreement.
c.	Requirements for franchisee to renew or extend	2	i. You must give us written notice of your intention to renew not less than 6 months, nor more than 12 months, prior to the end of the then-current term. ii. At the time notice is given to us and at the time of renewal, you may not be in material default of any provision of the Franchise Agreement or any other agreement with us, and you must have complied with the terms of the Franchise Agreement and other agreements during their respective terms. iii. You must be current on all monetary obligations owed to us. iv. All training and retraining required by us must have been satisfactorily completed. v. You must have completed all required modifications to the Country Kitchen and adopted and implement any new methods, programs, modifications, techniques or operational systems required by us no later than 1 month prior to expiration of the Franchise Agreement. vi. To the extent permitted by applicable law, you must execute an agreement releasing us from any claims, known or unknown, you may have against us at the time of renewal. vii. You must sign our then current form of franchise agreement which may contain terms that vary materially from the terms of your then current Franchise Agreement.
d.	Termination by franchisee	11.1 (C)	You may terminate only if we breach the Franchise Agreement and fail to cure the breach.
e.	Termination by franchisor without cause	None	Not Applicable
f.	Termination by franchisor with cause.	11.1	We may terminate the Franchise Agreement only if you default.
g.	"Cause" defined – curable defaults	11.1 (B)	i. Failure to operate the Country Kitchen in compliance with our standards. ii. Failure to maintain the Country Kitchen in good condition and repair.

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
			iii. Failure to make all improvements or alterations as required by the Franchise Agreement. iv. Failure to conduct the Country Kitchen business in compliance with all applicable laws and regulations v. Failure to complete all phases of any required training program to our satisfaction. vi. Default (not designated in the Franchise Agreement as incurable) in the performance of any term, condition or covenant of the Franchise Agreement which is not corrected within the time and under the conditions provided in the Franchise Agreement. vii. You or any person controlling you, controlled by you, or under common control with you is in default of any other agreement with us or any of our Affiliates. (for purposes of this clause control means the ownership by a person or entity, directly or indirectly, of ten percent (10%) or more of another person or entity or the power to affect the policies of another person or entity).
h.	"Cause" defined – non-curable defaults	11.1 (A)	i. Knowingly selling food or beverage products other than those designated by us or which fail to conform to our specifications or standards, or which were acquired from a non-approved supplier or not prepared in accordance with our methods. ii. Failure to sell required products designated by us. iii. Failure to offer a mandatory promotion. iv. Bankruptcy, insolvency and various creditor actions against you or any of your Principal Owners as more fully described in Section 11.1(A) of the Franchise Agreement. v. Conviction of you or any of your Owners of a felony or any other crime that is reasonably likely to adversely affect the System, Country Kitchen or the goodwill associated with the Marks. This includes a plea of no contest. vi. Unauthorized use or disclosure of Confidential Information by you or any of your Owners contrary to the Franchise Agreement. vii. Your refusal to allow us to inspect your Country Kitchen or to examine its books and records and other business documents. viii. Submission to us of any reports, financial statements, tax returns or schedules or other information or supporting records which

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
			intentionally understate Gross Receipts by 2% or more. ix. Failure to timely pay us any amounts due under the Franchise Agreement or for products and/or services provided by us. x. Failure on three or more separate occasions within any 12 consecutive months to submit when due fees, financial statements, reports or data, information or supporting records required under the Franchise Agreement. xi. Any unauthorized assignment of the Franchise Agreement or, if you are a corporation, limited liability company, partnership, limited partnership or other entity, any nonexempt sale, assignment, pledge, encumbrance or other Transfer of any ownership interest causing a loss or addition of a Principal Owner or a change in the controlling interest of you, or there occurs any Transfer of your assets (other than sales in the ordinary course of business) without our prior written consent. xii. A violation of any health or safety laws, rules, or regulations which poses a significant public health and safety concern, or if Country Kitchen is closed as a result of a failed inspection by the health department. xiii. Any act or conduct which materially impairs or is otherwise prejudicial to the goodwill associated with the Marks or the System. xiv. Failure to operate or abandonment of the Country Kitchen for a period of 3 consecutive days or failure to operate the Country Kitchen during required business hours, unless such closure or limited hours are approved in writing by us. xv. Failure to make or repeated delays in making prompt payment of undisputed invoices from suppliers or in the remittance of payments as required by the Franchise Agreement. xvi. Failure by you, any of your Principal Owners and/or the Approved Operator to comply with any in-term non-competition covenants contained in Article 12 of this Franchise Agreement or any personal covenants. xvii. You or any of your Owners (i) violate any "Anti-Terrorism Laws", as defined in the Franchise Agreement, (ii) is listed under any such Anti-Terrorism Laws, (iii) have any dealings with any person listed under any such Anti-Terrorism Laws, and/or (iv) have assets blocked under any such Anti-Terrorism Laws.

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
			xviii. Failure to operate and maintain the Computer System/Point of Sale System and/or Required Software (as defined in the Franchise Agreement) in accordance with our requirements and guidelines. xix. Failure to continuously employ an Approved Operator. xx. You (including your Owners or employees) posts, contributes, or authors any content on any website or social media or communicate with any media outlet or organization in a manner that: (a) makes any statement which disparages, ridicules or is derogatory of the System, the Country Kitchen brand or Marks, us, or any of our owners or associated persons; (b) pertains in any way to health or safety conditions at a Country Kitchen; or (c) pertains to any litigation pending or threatened against a Country Kitchen franchisee or developer or us, or any of our affiliates, or any of their owners, officers, employees, agents, consultants, attorneys or representatives. xxi. Repeated breaches of provisions of the Franchise Agreement.

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
i.	Franchisee's obligations on termination/non-renewal	11.3 and 11.4	i. Promptly pay any and all sums owed to us and our affiliates. ii. Remove from the premises all signs, emblems and displays identifying it as associated with us and surrender or destroy all written materials bearing the Marks. iii. Cease using and destroy or return to us all copies of the Manual and all other manuals, instructions or materials delivered to you. iv. Relinquish the Country Kitchen telephone number and web address and assign them to us. v. Change the exterior and interior design, color scheme, décor and trade dress of the Country Kitchen premises from that unique to Country Kitchens, and make or cause to be made such changes in signs, building and structure we reasonably direct. All such modifications must be completed within ten (10) days after the Country Kitchen ceases to operate. vi. Cease to hold yourself out as our former franchisee or do anything which would indicate any relationship between you and us. If termination is by us for cause you also must pay us any liquidated damages.
j.	Assignment of contract by franchisor	13.1	There are no restrictions on our right to assign
k.	"Transfer" by franchisee - defined	13.2	Any voluntary, involuntary, direct or indirect assignment, sale, subdivision, subfranchise, or other transfer of: (i) the Franchise or the rights granted pursuant to the Franchise Agreement; (ii) your Country Kitchen; (iii) an ownership interest resulting in an addition or loss of a Principal Owner or a change in the Managing Owner; or (iv) substantially all of the assets of your Country Kitchen
l.	Franchisor approval of transfer by Franchisee	13.2	Any transfer by you requires our approval which we cannot unreasonably withhold, provided the transfer meets certain conditions.
m.	Conditions for our approval of transfer	13.2	i. All of your obligations and those of your Owners must be assumed by the transferee(s). ii. You pay all amounts owed to us which are then due and unpaid. iii. The transferee and any new Approved Operator must have completed the training program. iv. The transferee(s) and its owner(s) must sign an Acknowledgement of Receipt of our then-current

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
			franchise disclosure document and must execute our then existing form of franchise agreement and such ancillary agreements, including but not limited to the personal guaranty and personal covenant. v. You or the transferee(s) must pay a transfer fee to us in the amount of $5,000.00. vi. We must approve the material terms and conditions of the assignment; vii. You and your Owners must enter into an agreement with us agreeing to release any claims, known or unknown, you may have against us at the time of Transfer.
n.	Franchisor's right of first refusal	13.3	We have the right to match any offer for your business you receive from a third party
o.	Franchisor's option to purchase Franchisee's business	None	Not applicable
p.	Your death or disability	13.4	In the event of the death or disability of your Managing Owner, your representative must within 6 months following such event, transfer the interest of the Managing Owner to a third party we approve. If the transferee is not a spouse or child of the Managing Owner, we have a right of first refusal as to such transfer.
q.	Non-competition covenants during the term of the franchise	1.1(F) and 12.1, 12.4	Neither you, your Approved Operator, nor your Principal Owners may be involved in a Competitive Business during the franchise term.
r.	Non-competition covenants after the franchise is terminated or expires	1.1(F), 12.2, 12.4	Neither you, your Approved Operator, nor your Principal Owners may be involved in a Competitive Business at or within five miles of the former Country Kitchen location or any then-existing Country Kitchen for at least two years after the franchise terminates, expires or is transferred.
s.	Modification of the agreement	16.7	No amendment, change or variance from the Franchise Agreement is binding on either party unless mutually agreed by the parties and executed in writing.

THE FRANCHISE RELATIONSHIP			
	Provision	**Article or Section in Franchise Agreement**	**Summary**
t.	Integration/merger clause	16.9	The recitals, appendices, riders, and state-specific addendum (if applicable) are a part of the Franchise Agreement, which, together with the System standards contained in the Manual (which may be periodically modified by us without your consent) constitute the entire agreement of the parties. The Franchise Agreement supersedes all prior negotiations, commitments and representations between us and you. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document. You are not entering into the Franchise Agreement as the result of any representations made by our officers, directors, employees, agents, representatives, shareholders, independent contractors, or franchisees which are contrary to the Franchise Agreement or any disclosure document provided to you. Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	15	Subject to state law, we reserve the right to institute a system of non-binding mediation, which we may require be conducted in Madison, WI.
v.	Choice of forum	15	Subject to state law, litigation may only be commenced by either party in Madison, Wisconsin.
w.	Choice of law	15	Subject to state law, Wisconsin law applies.

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT			
	Provision	**Article or Section in ADA**	**Summary**
a.	Length of the term of the franchise	1	The term begins on the effective date of the ADA and expires on an agreed upon date specified in Appendix A to the ADA. The term of an ADA typically lasts between three to five years.
b.	Renewal or extension of the term	2	We will engage in good faith negotiations for a renewal or extension of the ADA. If we cannot reach agreement during a 30day negotiation period, neither party will have any further obligation to negotiate.
c.	Requirements for franchisee to renew or extend	2	Subject to good faith negotiations between you and us, you must also be in compliance with all terms of the existing ADA, any existing Franchise Agreements with us and any other agreements with us.

AREA DEVELOPMENT AGREEMENT			
	Provision	**Article or Section in ADA**	**Summary**
d.	Termination by developer	Not applicable	The ADA does not provide for this, but you may seek to terminate on any grounds available to you at law.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause	VII	We may terminate the ADA if you commit an event of default. See (h)
g.	"Cause" defined – curable defaults	7.03(j)	You or any person controlling you, controlled by you, or under common control with you is in default of any other agreement with us or any of our Affiliates.
h.	"Cause" defined – non-curable defaults	7	The occurrence of any of the following is a default by you under the ADA: i. Failure to meet the Development Schedule. ii. Use of our Marks or other intellectual property, except pursuant to and in accordance with an effective Franchise Agreement between you and us. iii. Any failure to comply with the confidentiality requirements of the ADA iv. An assignment or attempted assignment other than as permitted under the ADA. v. Any material misrepresentation, or omission of any material information in connection with the purchase of the ADA or any Franchise Agreement. vi. Bankruptcy, insolvency or various creditor actions against you or any of your Principal Owners as more fully described in Section 7.03 of the ADA. vii. Conviction of you or any of your Owners of a felony or any other crime that is reasonably likely to adversely affect the System, the Country Kitchen brand or the goodwill associated with the Marks. This includes a plea of no contest. viii. You (including your Owners or employees) posts, contributes, or authors any content on any website or social media or communicate with any media outlet or organization in a manner that: (a) makes any statement which disparages, ridicules or is derogatory of the System, the Country Kitchen brand or Marks, us, or any of our owners or associated persons; (b) pertains in any way to health or safety conditions at a Country Kitchen; or (c) pertains to any litigation pending or threatened against a Country Kitchen franchisee or developer or us, any of our affiliates, or any of their owners, officers,

AREA DEVELOPMENT AGREEMENT			
	Provision	**Article or Section in ADA**	**Summary**
			employees, agents, consultants, attorneys or representatives. ix. You or any of your Owners (i) violate any "Anti-Terrorism Laws", as defined in the ADA, (ii) is listed under any such Anti-Terrorism Laws, (iii) has any dealings with any person listed under any such Anti-Terrorism Laws, and/or (iv) has assets blocked under any such Anti-Terrorism Laws.
i.	Franchisee's obligations on termination/non-renewal	7.06	Immediately cease any further attempts to select or develop sites, except any Country Kitchen site where a Franchise Agreement has been fully executed prior to termination. Additionally, cease any identification with us, except pursuant to the limited right included in any effective Franchise Agreement.
j.	Assignment of contract by franchisor	6.01	There are no restrictions on our right to assign.
k.	"Transfer" by developer - defined	6.02	Any voluntary, involuntary, direct or indirect assignment, sale, subdivision, subfranchise, or other transfer of: (i) the Franchise or the rights granted pursuant to the ADA; (ii) the rights granted by the ADA; or (iii) an ownership interest resulting in an addition or loss of a Principal Owner or a change in the Managing Owner.
l.	Franchisor approval of transfer by developer	6.02	Any transfer by you requires our approval which we cannot unreasonably withhold, provided the transfer meets certain conditions.

AREA DEVELOPMENT AGREEMENT			
	Provision	**Article or Section in ADA**	**Summary**
m.	Conditions for our approval of transfer	6.02	i. All of your obligations and those of your Owners must be assumed by the transferee(s). ii. You pay all amounts owed to us which are then due and unpaid. iii. The transferee must have completed the training program. iv. The transferee(s) and its owner(s) must sign an Acknowledgement of Receipt of our then-current franchise disclosure document and must execute our then existing form of area development agreement and such ancillary agreements, including but not limited to the personal guaranty and personal covenant. v. You or the transferee(s) must pay a transfer fee to us in the amount of $5,000.00. vi. We must approve the material terms and conditions of the assignment; vii. You and your Owners must enter into an agreement with us agreeing to release any claims, known or unknown, you may have against us at the time of Transfer.
n.	Franchisor's right of first refusal	6.03	We have the right to match any offer for your business you receive from a third party
o.	Franchisor's option to purchase franchisee's business	None	Not Applicable
p.	Death or disability of franchisee	6.04	In the event of the death or disability of your Managing Owner, your representative must within 6 months following such event, transfer the interest of your Managing Owner to a third party we approve. If the transferee is not a spouse or child of the Managing Owner, we have a right of first refusal as to such transfer.
q.	Non-competition covenants during the term of the franchise	8.1 and 8.3	Neither you nor your Principal Owners may be involved in a Competitive Business during the term of the ADA.
r.	Non-competition covenants after the franchise is terminated or	8.2 and 8.3	Neither you nor your Principal Owners may be involved in a Competitive Business located within the Development Area for at least two years after the ADA terminates, expires or is transferred.
s.	Modification of the agreement	11.07	No amendment, change or variance from the ADA is binding on either party unless mutually agreed by the parties and executed in writing.

AREA DEVELOPMENT AGREEMENT			
	Provision	**Article or Section in ADA**	**Summary**
t.	Integration/merger clause	11.09	The recitals, appendices, riders, and state-specific addendum (if applicable) are a part of the ADA, which, together with the System standards contained in the Manual (which may be periodically modified by us without your consent) constitute the entire agreement of the parties. The ADA supersedes all prior negotiations, commitments and representations between us and you. Nothing in the ADA or any related agreement is intended to disclaim the representations we made in the franchise disclosure document. You are not entering into the ADA as the result of any representations made by our officers, directors, employees, agents, representatives, shareholders, independent contractors, or franchisees which are contrary to the Development Agreement or any disclosure document provided to you. Only the terms of the ADA are binding (subject to state law). Any representations or promises outside of the disclosure document and ADA may not be enforceable.
u.	Dispute resolution by arbitration or mediation	10	Subject to state law, we reserve the right to institute a system of non-binding mediation, which we may require be conducted in Madison, WI.
v.	Choice of forum	10	Subject to state law, litigation may only be commenced by either party in Madison, Wisconsin.
w.	Choice of law	10	Subject to state law, Wisconsin law applies.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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 on 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial

performance information or projections of your future income, you should report it to our management by contacting Chuck Mocco, 6405 Century Avenue, Ste. 001, Middleton, Wisconsin 53562, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

System Wide Outlet Summary For fiscal years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	31	27	-4
	2021	27	27	0
	2022	27	22	-5
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	31	27	-4
	2021	27	27	0
	2022	27	22	-5

TABLE NO. 2

Transfers of Outlets from Franchisees to New Owners (other than US)

FOR FISCAL YEARS 2020 TO 2022

State	Year	Number of Transfers
Oregon	2020	1
	2021	0
	2022	0
Colorado	2020	0
	2021	0
	2022	1
Nebraska	2020	0
	2021	0
	2022	1
Total	2020	1
	2021	0
	2022	2

Note: Only the states in which transfers were made are included in the above Table No. 2.

TABLE NO. 3

Status of Franchised Outlets for Fiscal Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
California	2020	3	1	0	0	0	1	3
	2021	3	1	0	0	0	1	3
	2022	3	0	0	0	0	1	2
Colorado	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Iowa	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Michigan	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Minnesota	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	1	5
Missouri	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
New York	2020	1	1	0	1	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Wisconsin	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Canada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TOTALS	2020	30	2	0	3	0	2	27
	2021	27	1	0	0	0	0	27
	2022	27	0	0	0	0	5	22

TABLE NO. 4

Status of Company-Owned Outlets

For Fiscal Years Ending 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Reopened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
All States	2019	We have had no company-owned outlets during the past 3 fiscal years.					
	2020						
	2021						

TABLE NO. 5

Projected Openings as of August 31, 2022

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	1	1	0
Texas	1	1	0
Total	2	2	0

EXHIBIT E lists the names of all of our current franchisees and the addresses and telephone numbers of their stores as of August 31, 2022. Appendix A to Exhibit E lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our most recent fiscal year ended August 31, 2022 or who 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.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the Country Kitchen System.

Item 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit J are our audited balance sheets as of and for our fiscal years ended August 31, 2022, August 31, 2021 and August 31, 2020 and our audited statement of operations, member's equity and cash flows for each of our fiscal years ended August 31, 2022, August 31, 2021 and August 31 2020.

Item 22
CONTRACTS

The Franchise Agreement and Appendices thereto is attached as Exhibit C

Personal Guaranty and Personal Covenants to be signed by each Principal Owner is attached as Appendix B-1 to the Franchise Agreement.

Personal Covenants of Approved Operator to be signed by Approved Operator is attached as Appendix B-2 to the Franchise Agreement.

Confidentiality and Non-Disclosure Agreement for execution by franchisee's Owners, managers and employees is attached as Appendix B-3 to the Franchise Agreement.

Addendum to Lease Agreement and Collateral Assignment of Lease to be signed by Franchisee and its landlord is attached as Appendix C to the Franchise Agreement.

Declaration of Franchise Agreement is attached as Appendix D to the Franchise Agreement.

Pre-Authorization Bank Transfer is attached as Appendix E to the Franchise Agreement.

SBA Addendum to Franchise Agreement is attached to the Franchise Agreement.

The Area Development Agreement is attached as Exhibit D.

Area Development Agreement Term Sheet is attached as Appendix A to the Area Development Agreement.

Personal Covenants of Principal Owners and Approved Operator is attached as Appendix B to the Area Development Agreement.

Sample Release is attached as Exhibit F.

State-Specific Disclosures and State-Specific Amendments to Agreements are attached hereto as Exhibit G.

We also require you to fill out a Compliance Questionnaire before execution of a Franchise Agreement or ADA, which questionnaire is attached as Exhibit I.

Item 23
RECEIPTS

Two copies of an acknowledgment of your receipt for this disclosure document appear as the last pages of the disclosure document (Exhibit L). Please date and sign each of them as the date you received this disclosure document, return one copy to us and keep the other with this disclosure document for your records.

EXHIBIT A

STATE FRANCHISE ADMINISTRATORS

CALIFORNIA Franchise Division California Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Toll Free # 1-866-275-2677	*MARYLAND* Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020	*RHODE ISLAND* Department of Business Regulation Securities Division – Franchise Section John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02910
CONNECTICUT Department of Banking Securities and Business Investments Division 260 Constitution Plaza Harford, CT 06103-1800	*MICHIGAN* Department of the Attorney General Consumer Protection Division Franchise Registration. Mennen Williams Bldg, 7th Floor 525 W. Ottawa Street Lansing, MI 48933	*SOUTH DAKOTA* Department of Labor and Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57501
FLORIDA Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Services 2005 Apalachee Parkway Terry Rhodes Building Tallahassee, FL 32399-6500	*MINNESOTA* Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	*TEXAS* Secretary of State Business Opportunity Section P O Box 13697 Austin, TX 78711
HAWAII Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street Room 203, Honolulu, HI 96813	*NEBRASKA* Department of Banking and Finance 1526 'K' Street, Suite 300 P O Box 95006 Lincoln, NE 68508-2732	*UTAH* Consumer Protection Division 160 East 300 South, SM Box 146704 Salt Lake City, UT 84114-6704
ILLINOIS Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 Tel. # (217) 782-4465	*NEW YORK* NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Fl New York, NY 10005 Tel. # (212)-416-8222	*VIRGINIA* State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219
INDIANA Franchise Division Indiana Securities Division 302 West Washington Street Room E-111 Indianapolis, IN 46204	*NORTH DAKOTA* North Dakota Securities Department 600 East Boulevard Avenue 5th Floor Bismarck, ND 58504	*WASHINGTON* Department of Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
KENTUCKY Office of the Attorney General Consumer Protection Division Capital Building, Suite 118 700 Capital Drive Frankfort, KY 40601-3449	*OREGON* Division of Finance and Corporate Securities 350 Winter Street, NE Salem, OR 97301-3881	*WISCONSIN* Wisconsin Department of Financial Institutions Division of Securities 101 East Wilson Street Madison, WI 53701-1768

EXHIBIT B

REGISTERED AGENTS

CALIFORNIA Commissioner of the Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344	*MICHIGAN* CSC – Lawyers Incorporating Service (Company) 601 Abbot Road East Lansing, MI 48823	*NEW YORK* Secretary of State 99 Washington Avenue Albany, NY 12231
ILLINOIS Attorney General State of Illinois 500 South Second Street Springfield, IL 62706 Tel. # (217) 782-4465	*MINNESOTA* Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	*NORTH DAKOTA* Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue 5th Floor Bismarck, ND 58504 701.328.2910
WISCONSIN Administrator, Division of Securities, Department of Financial Institutions 101 East Wilson Street Madison, WI 53701-1768		

If a state is not listed, Legacy Franchise Group, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Legacy Franchise Group, LLC has appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

EXHIBIT C

FRANCHISE AGREEMENT

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT E

LIST OF COUNTRY KITCHENS

EXHIBIT E

LIST OF COUNTRY KITCHENS
AS OF AUGUST 31, 2022

Name	Address	City	St	Zip	Owner and Business Phone Number
Country Kitchen	39904 Big Bear Blvd.	Big Bear	CA	92315	Carmen Becerra (909) 878-0364
Country Kitchen	12980 Day Street	Moreno Valley	CA	92553	Mofeed Ismail (951) 656-0537
Country Kitchen	4137 N. Elizabeth St.	Pueblo	CO	81007	Mofeed Ismail (719) 545-3179
Country Kitchen	699 7th Avenue	Marion	IA	52302	Greg Semelroth (319) 377-8627
Country Kitchen	1107 Quincy Avenue	Ottumwa	IA	52501	Larry Zimmerman (641) 682-0776
Country Kitchen	1120 South Division Street	Stuart	IA	50250	Ryan Morrison (515) 523-1762
Country Kitchen	851 Main Street c/o Heartland Inn	Winkler	MB	R6W 4A4	Bob Schinkle (204) 325-4381
Country Kitchen	710 Paul Bunyan Dr., NW	Bemidji	MN	56601	Damian Poxleitner (218) 444-8963
Country Kitchen	625 Pokegama Ave S	Grand Rapids	MN	55744	Ron Mathews and Wendy Hansen (218) 326-9618
Country Kitchen	2520 East Beltline	Hibbing	MN	55746	Keny Adams (218) 263-8646
Country Kitchen	528 Highway 7 East	Hutchinson	MN	55350	Matt Woelfel (320) 587-4940
Country Kitchen	1201 E. Bridge	Redwood Falls	MN	56283	Julie Buffie (507) 637-3220

Name	Address	City	St	Zip	Owner and Business Phone Number
Country Kitchen	4793 McMasters Avenue	Hannibal	MO	63401	Kevin Thompson (573) 221-8441
Country Kitchen	2001 South Limit	Sedalia	MO	65301	Justin Stock (660) 826-2001
Country Kitchen	Jct. Highways 13 & 50205 E Cleveland	Warrensburg	MO	64093	Tom and Cheryl Annen (660) 747-3149
Country Kitchen	2050 Governors Dr.	Casselton	ND	58012	Lowell Gunderson (701) 347-4524
Country Kitchen	528 West 12th Street	Dickinson	ND	58601	Jerry Brantner (701) 483-9376
Country Kitchen	1250 10th Street	Chadron	NE	69337	Zach Turbiville, Wesley Roberts (308) 432-5111
Country Kitchen	3150 State Route 350	Lebanon	OH	45036	Laurie Kanta and Matthew Craig (513) 932-7680
Country Kitchen	1249 Tapadera Avenue	Ontario	OR	97914	Dilbag Singh (541) 889-3941
Country Kitchen	1202 North Johns Street	Dodgeville	WI	53533	Craig and Dawn Dougherty (608) 930-1969
Country Kitchen	65 S. Hwy 151 Dubuque Rd., Box 401	Platteville	WI	53818	Craig and Dawn Dougherty (608) 348-3041

Franchisees of Country Kitchen which have been sold but the Country Kitchens are not yet Opened:

1. Jags Care, Inc., 17979 Hobson Way, Blythe, CA 92225 Contact Person: Sukhbir "Sam" Dhaliwal (760) 899-9696

2. Shalabi Brothers, Inc., 1828 ESE Loop 323, Suite RLA, Tyler, TX 75701 Contact Person: Abedalrahim Shalabi (951) 212-7178

Area Developers:

1. Aloosh Dining, Inc., 2045 Compton Avenue, Suite 203, Corona, CA 92881 Contact Person: Aliya Manasrah (951) 847-8551

Appendix A

COUNTRY KITCHEN INTERNATIONAL LIST OF FORMER FRANCHISEES, IF ANY, THAT HAVE HAD A FRANCHISED COUNTRY KITCHEN TERMINATED, CANCELED, NOT RENEWED, OR HAVE OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER A COUNTRY KITCHEN FRANCHISE AGREEMENT DURING OUR FISCAL YEAR ENDED AUGUST 31, 2021

Hesperia, California
Miriam Diner Inc.
2692 Monsert Circle
Corona, CA 92881
(951) 496-9791

Atlantic City, New Jersey
Trupos Inc.
125 S. Montgomery Ave
Atlantic City, NJ 08401
(609) 344-2642

Wichita, Kansas
Davis B-W, LLC.
7 SW 26th Avenue
Great Bend, KS 67530
(620) 793-3051

New Rochelle, New York
Kingston Foods, LLC.
33 LeCount Place
New Rochelle, NY 10801
(347) 680-1888

New Hope, Minnesota
C.K. of New Hope Inc.
7161 Ximines Lane N.
Maple Grove, MN 55369
(763) 424-5897

LIST OF ANY FRANCHISEES THAT HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DATE OF ISSUANCE LISTED ON THE COVER PAGE OF THIS DISCLOSURE DOCUMENT

There are no franchisees that have failed to communicate with us within 10 weeks of the date of issuance listed on the cover page of this Disclosure Document.

EXHIBIT F

SAMPLE RELEASE

SAMPLE MUTUAL RELEASE

THIS MUTUAL RELEASE (this "Mutual Release") is hereby entered into as of this ____day of _____, 20____, by and between Legacy Franchise Group, LLC, a Tennessee corporation (the "Franchisor"); _____, a _____ ("Former Franchisee"), and _____, individually ("Guarantor").

RECITALS

A. Franchisor and Former Franchisee entered into the following Franchise Agreement(s), as modified by Addendum thereto, whereby Franchisor licensed to Former Franchisee, the right to operate Country Kitchen restaurant(s) at the locations identified below effect as of the date specified hereafter:

Location	Effective Date	Expiration of Term

(collectively these agreements are referred to as the "Franchise Agreements" and the locations as "Restaurants").

B. Guarantor guaranteed the Former Franchisee's performance under the Franchise Agreements;

C. As part of a sale of the Restaurants, Former Franchisee transferred all rights and obligations under the Franchise Agreements to _____ ("Assignee") as of the ____ day of _____, 20___ (the "Closing Date");

NOW THEREFORE, in consideration of the sum of ____ Dollars ($0.00) and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as specifically provided otherwise herein, all capitalized terms shall have the meaning given in the Franchise Agreements.

2. Effective Date. This Mutual Release shall be deemed effective as of 12:01 a.m. on the Closing Date.

3. Non-Compete Covenant. Former Franchisee and Guarantor hereby agree that for a period of two (2) years from the Closing Date, neither Former Franchisee nor Guarantor shall, without Franchisor's written consent, have any interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located within five (5) miles of the restaurant previously operated by Franchisee pursuant to the Franchise Agreement or any then-existing Country Kitchen Restaurant. Notwithstanding the aforementioned this restriction shall not apply to other Country Kitchen Restaurants operated under Franchise Agreements previously or hereafter entered into with the Franchisor as long as such agreements remain in full force and effect.

4. Former Franchisee and Guarantor Release of Claims. Former Franchisee and Guarantor hereby remise, release, acquit, satisfy, and forever discharge the Franchisor (and its past, present and future officers, directors, employees, attorneys, agents, servants, Affiliates, and their respective successors, predecessors, and assigns), from any and all claims, demands, actions or causes of action, and any and all liabilities of whatever nature, liquidated or unliquidated, fixed, contingent, matured, unmatured, known or unknown, suspected or unsuspected, whether at law or equity, which they now have or may have on account of or arising out of the Franchise Agreements.

5. Franchisor Release of Claims. Franchisor does hereby remise, release, acquit, satisfy, and forever discharge Former Franchisee and Guarantor (and its past, present and future officers, directors, employees, attorneys, agents, servants, Affiliates, and their respective successors, predecessors, and assigns), from any and all claims, demands, actions or causes of action, and any and all liabilities of whatever nature, liquidated or unliquidated, fixed, contingent, matured, unmatured, known or unknown, suspected or unsuspected, whether at law or equity, which they now have or may have on account of or arising out of the Franchise Agreements; provided however, the following terms and conditions of the Franchise Agreements which are stated in such agreements as surviving termination or expiration of the Franchise Agreements shall remain in full force and effect: Former Franchisee's obligation under Articles 9, 10, 11.02 of the Franchise Agreements; payments of all fees, costs, and charges arising from the Franchise Agreements which accrue prior to the Closing Date; and all obligations set forth in this Release.

6. Return of Proprietary Materials. Former Franchisee represents and warrants that as of the date hereof, Former Franchisee has returned to Franchisor or is no longer in possession of any operating manuals, training materials, plans, specifications, and other materials containing information prepared by Franchisor and relative to the Franchise System. Former Franchisee understands that the foregoing representation and warranty is a material inducement to Franchisor to enter into this Mutual Release. In the event that Franchisor shall subsequently discover that Former Franchisee is still in possession of any of the foregoing material, Former Franchisee shall immediately, upon discovery, return the material to Franchisor, at no expense to Franchisor. Such items are and shall remain the property of Franchisor.

7. Discontinue Use of Trademarks. Upon execution of this Mutual Release, Former Franchisee shall forthwith discontinue the use and/or display of the service marks in any manner whatsoever and all materials containing or bearing the same, including any duplicate copies thereof, and shall not thereafter operate or do business in any manner that might tend to give the public the impression that franchisee is in any way associated or affiliated with Franchisor or any businesses conducted by Franchisor. Upon execution of this Mutual Release, Former Franchisee shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of Franchisor's trade secrets, procedures, techniques, or materials acquired by Former Franchisee by virtue of the former franchise relationship, including, without limitation, (i) all information contained in the operations manual, (ii) any training or other bulletins, instruction sheets or supplements thereto, and (iii) any equipment, videotapes, video discs, and forms for operations. Former Franchisee acknowledges that the foregoing materials are confidential trade secrets of Franchisor, that the use or duplication of such trade secrets shall constitute an unfair method of competition and that Franchisor shall suffer irreparable injury thereby.

8. Advice of Counsel. By initialing below, Former Franchisee and Guarantor acknowledge that each has read this Mutual Release, and has been advised by its legal counsel regarding this Mutual Release, and/or Former Franchisee and/or Guarantor has made a reasoned and fully informed decision not to be so represented by counsel and understands and acknowledges the significance and consequences of execution of this Mutual Release, and Former Franchisee and Guarantor are fully knowledgeable about and fully satisfied with the terms and provisions, and assumes all obligations herein.

_____ (Initials of Former Franchisee) _____ (Initials of Guarantor)

9. Counterparts. This Mutual Release may be signed in multiple counterparts, each of which together shall make one document.

10. Construction and Interpretation.

a. The captions of each Section hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Agreement.

b. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

c. **This Agreement shall be governed by the laws of Wisconsin**, without regard to its conflict of law rules, except that any Wisconsin law regulating the offer and sale of franchise or governing the relationship between a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section. Former Franchisee and Franchisor agree that any suit or claim arising out of this Mutual Release, or seeking to remedy a breach of this Mutual Release shall only be brought in the state courts in Dane County, Wisconsin or the Federal District Court for Western District of Wisconsin, **except to the extent that Former Franchisee's state Franchise Disclosure Law or comparable law, may require otherwise.**

d. Former Franchisee and Franchisor agree that in the event that a court finds that a provision of this Mutual Release is not enforceable, the court shall strike the offending provision and the remainder of this Mutual Release shall be fully enforceable.

e. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior negotiations and agreements regarding the subject matter hereof. This Agreement may be amended and modified only in writing signed by each party to be bound by such amendment or modification.

IN WITNESS WHEREOF, this Mutual Release has been duly executed as of the day and year specified at the beginning hereof.

FRANCHISOR:
LEGACY FRANCHISE GROUP, LLC

By: _____

Its: _____

Printed: _____

FORMER FRANCHISEE

By: _____

Its: _____

Printed: _____

EXHIBIT G

STATE SPECIFIC DISCLOSURES AND AMENDMENTS TO AGREEMENTS

CALIFORNIA
1. Addendum to Franchise Disclosure Document

MINNESOTA
1. Addendum to Franchise Disclosure Document
2. Addendum to Franchise Agreement
3. Addendum to Area Development Agreement

NEW YORK
1. Addendum to Franchise Disclosure Document
2. Addendum to Franchise Agreement
3. Addendum to Area Development Agreement

NORTH DAKOTA
1. Addendum to Franchise Disclosure Document
2. Addendum to Franchise Agreement
3. Addendum to Area Development Agreement

CALIFORNIA ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises the offer and sale of which are governed by the California Franchise Investment Law:

1. Neither we nor any person identified in Item 2 of this Disclosure Document are 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 these persons from membership in such association or exchange.

2. California Business and Professions Code Sections 20000 through 200043 provide rights to the franchisee concerning termination, transfer or nonrenewal, of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A § 101, et. seq.).

4. The Franchise Agreement-contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. The Franchise Agreement requires application for the laws of the State of Wisconsin. This provision may not be enforceable under California law.

7. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of California Franchise Relations Act is void to the extent that such provision violates such law.

8. We may, in our discretion, require a franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. 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 under that law 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 2000 – 20043).

9. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Corporations before a solicitation of a proposed material modification of an existing franchise.

10. Our Website is http/www.countrykitchenfranchise.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

11. Item 6, Other Fees, of this Disclosure Document is hereby amended at page 6 to add in the Remarks column of the row pertaining to Interest on Late Payments the following statement: The maximum interest rate allowed under California law is 10% annually.

MINNESOTA ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

Except as stated, in this Addendum, the Franchise Disclosure Document (the "FDD") shall remain unchanged. Each provision of this Addendum to the FDD shall be effective only to the extent that the jurisdictional requirements of Minnesota Statutes, Chapter 80C, are met independently with respect to that provision without reference to this Addendum.

The FDD is revised and amended as follows:

1. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD 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 For 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 Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 13 is revised to include the following language: —To the extent required by the Minnesota Franchises Act, we will protect your rights to. use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks.)

4. Items 17(c) and 17(m) are revised to provide that pursuant to Minn. Rule 2860.4400(D) we cannot require you to sign a release of claims under the Minnesota Franchises Act as a condition to renewal or assignment.

5. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that this prohibition shall not bar the voluntary settlement of disputes.

6. With respect to a claim brought under Minnesota law, we cannot require that you (a) consent to our obtaining injunctive relief or (b) waive the requirement of a bond. We may however seek injunctive relief and ask the court to waive any bonding requirement. See Minn. Rule 2860.4400J.

Registered agent in the state authorized to receive service of process: Minnesota Commissioner of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101-2198.

ADDENDUM TO FRANCHISE AGREEMENT APPLICABLE ONLY

TO FRANCHISEES LOCATED IN THE STATE OF MINNESOTA

This addendum (the "Addendum") to the Franchise Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Franchisee") and amends the Agreement as follows:

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises the offer and sale of which are governed by the Minnesota Franchise Investment Law, Minn. Stats. Ann. §§ 80C.01 to 80C.30:

1. Any provision in the Agreement which would require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 shall be void to the extent that such contractual provision violates such law.

2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require Franchisee to waive its rights to a jury trial or its rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from the Agreement.

3. Any provision in the Agreement that requires Franchisee to consent to Company obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.4400J, Company cannot require Franchisee to give such consent; provided, however, that nothing herein shall prevent Company from applying to a forum for injunctive relief. The forum also shall decide whether the posting of a bond will be required in connection with the grant of any injunctive relief.

4. The Minnesota Department of Commerce requires that Company indemnify Franchisee that signs this Agreement against liability to third parties resulting from claims by third parties that the Franchisee's use of Company's trademarks infringes trademark rights of the third party. Company does **not** indemnify against the consequences of Franchisee's use of the Company's trademarks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Company of any such claim ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Company. If Company accepts the tender of defense, Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise to resolve the claim, and to determine whether to appeal a final determination of the claim.

5. With respect to franchises governed by Minnesota law, Company will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

6. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

_____	**LEGACY FRANCHISE GROUP, LLC**
"Franchisee"	"Franchisor"
By:_____	By:_____
_____	Title:_____
(print name and title of person signing)	

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ADDENDUM TO AREA DEVELOPMENT AGREEMENT APPLICABLE ONLY

TO DEVELOPERS LOCATED IN THE STATE OF MINNESOTA

This addendum (the "Addendum") to the Area Development Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Developer") and amends the Agreement as follows:

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises the offer and sale of which are governed by the Minnesota Franchise Investment Law, Minn. Stats. Ann. §§ 80C.01 to 80C.30:

1. Any provision in the Agreement which would require Developer to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 shall be void to the extent that such contractual provision violates such law.

2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or Agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require Developer to waive its rights to a jury trial or its rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from the Agreement.

3. Any provision in the Agreement that requires Developer to consent to Company obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.4400J, Company cannot require Developer to give such consent; provided, however, that nothing herein shall prevent Company from applying to a forum for injunctive relief. The forum also shall decide whether the posting of a bond will be required in connection with the grant of any injunctive relief.

4. The Minnesota Department of Commerce requires that Company indemnify Developer that signs this Agreement against liability to third parties resulting from claims by third parties that the Developer's use of Company's trademarks infringes trademark rights of the third party. Company does **not** indemnify against the consequences of Developer's use of the Company's trademarks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Developer must provide notice to Company of any such claim ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Company. If Company accepts the tender of defense, Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise to resolve the claim, and to determine whether to appeal a final determination of the claim.

5. With respect to franchises governed by Minnesota law, Company will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that Developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

6. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

_____	**LEGACY FRANCHISE GROUP, LLC**
"Developer"	"Franchisor"
By:_____	By:_____
_____	Title:_____
(print name and title of person signing)	

‘

NEW YORK ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

Except as stated in this Addendum, the Franchise Disclosure Document (the "FDD") shall remain unchanged. Each provision of this Addendum to the FDD shall be effective only to the extent that the jurisdictional requirements of the New York Franchises Law are met independently with respect to that provision without reference to this Addendum.

The following information is added to the cover page of the Franchise Disclosure Document:

Additional Risk Factors:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**
>
> **THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $425,000 TO $1,685,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBERS' EQUITY AS OF AUGUST 31, 2022, WHICH IS $619,306.**

Item 3 of the Disclosure Document is amended by adding the following language at the end of that item:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-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.

D. No such party 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.

Item 4 of the Disclosure Document is amended by substitution of the following for the last paragraph of that item:

Neither we, our affiliates, nor our officers, during the ten year period immediately before the date of the Disclosure Document: (a) filed as a 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 one year after any of our officers held this position in the company or partnership.

Item 5 of the Disclosure Document is amended by adding the following language at the end of that item:

Proceeds from initial franchise fees are added to working capital and are, in part, used to pay or defray some of the following expenses and costs incurred by us: (a) screening and approving prospective Franchisees; (b) employees' salaries, fringe benefits and expenses with respect to the preparation and registration of the franchise offering; (c) prior research and development relating to the standards, procedures and techniques for the franchise programs; (d) providing you with initial training; (e) providing you with initial and continuing consultation; (f) legal fees, accounting fees and other fees incurred in connection with compliance with federal, state and other laws with respect to this franchise offering; and (g) administrative expenses.

The "Summary" sections of Item 17(c), entitled "Requirements for you to renew or extend", of the Franchise Relationship tables for both the Franchise Agreement and the Area Development Agreement and Item 17(m), entitled "Conditions for our approval of transfer", of the Franchise Relationship tables for both the Franchise Agreement and the Area Development Agreement are amended by adding the following:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

> You may terminate the agreement on any grounds available by law.

The following is added to the end of the "Summary" sections of Item 17(j), entitled "Assignment of contract by Franchisor", of the Franchise Relationship tables for both the Franchise Agreement and the Area Development Agreement:

> However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

The following language is added to the end of the "Summary" sections of Item 17(v), entitled "Choice of forum", of the Franchise Relationship tables for both the Franchise Agreement and Area Development Agreements:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

The following is added to the end of the "Summary" section of Item 17(W), entitled "Choice of law", of the Franchise Relationship tables for both the Franchise Agreement and the Area Development Agreements:

> provided, however, that all rights enjoyed by the franchisee and any causes of action arising in its favor from the provisions of the General Business Law of the State of New York and the regulations thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

ADDENDUM TO FRANCHISE AGREEMENT APPLICABLE ONLY TO FRANCHISEES LOCATED IN THE STATE OF NEW YORK

This addendum (the "Addendum") to the Franchise Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Franchisee") and amends the Agreement as follows:

Governing Law. The following language is added to the end of Section 15.4 of the Franchise Agreement:

Notwithstanding the foregoing, all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of the General Business Law of the State of New York and the regulations thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

This Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the New York Franchises Law, N.Y. Gen. Bus. Law §§ 680 to 685, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

_____	**LEGACY FRANCHISE GROUP, LLC**
"Franchisee"	"Franchisor"
By:_____	By:_____
_____	Title:_____
(print name and title of person signing)	

‘

ADDENDUM TO AREA DEVELOPMENT AGREEMENT APPLICABLE ONLY TO

DEVELOPERS LOCATED IN THE STATE OF NEW YORK

This addendum (the "Addendum") to the Area Development Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Developer") and amends the Agreement as follows:

Governing Law. The following language is added to the end of Section 10.04 of the Franchise Agreement:

Notwithstanding the foregoing, all rights enjoyed by Developer and any causes of action arising in its favor from the provisions of the General Business Law of the State of New York and the regulations thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

This Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the New York Franchises Law, N.Y. Gen. Bus. Law §§ 680 to 685, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

_____	**LEGACY FRANCHISE GROUP, LLC**
"Developer"	"Franchisor"
By:_____	By:_____
_____	Title:_____
(print name and title of person signing)	

'

NORTH DAKOTA ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

Except as stated in this Addendum, the Franchise Disclosure Document (the "FDD") shall remain unchanged. Each provision of this Addendum to the FDD 'shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise investment Law are met independently with respect to that provision without reference to this Addendum.

The North Dakota Securities Commissioner, the administrator of the North Dakota Franchise Investment Law, N.D.C.C. 51-19, has held the following practices to be unfair, unjust or inequitable to North Dakota franchisees under Section 51-19-09 of the North Dakota Franchise Investment Law:

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

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

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Except as stated, in this Addendum, the Franchise Disclosure Document (the "FDD") shall remain unchanged. Each provision of this Addendum to the FDD shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently with respect to that provision without reference to this Addendum.

ADDENDUM TO FRANCHISE AGREEMENT APPLICABLE ONLY TO

FRANCHISEES LOCATED IN THE STATE OF NORTH DAKOTA

This addendum (the "Addendum") to the Franchise Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Franchisee") and amends the Agreement as follows:

Notwithstanding anything to the contrary set forth in the Agreement, the provisions set forth below shall supersede and apply to all franchises the offer and sale of which are governed by the North Dakota Franchise Investment Law, NDCC 51-19. :

1. Restrictive Covenants: Any covenants in this Agreement restricting competition will be subject to NDCC Section 9-08-06.

2. Situs of Arbitration Proceedings: Any arbitration of disputes will be at a mutually agreed upon location that is not remote from the site of the Franchisee's business.

3. Restrictions on Forum: Franchisee will not be required to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Franchisee will not be required to consent to liquidated damages or termination penalties.

5. Applicable Laws: North Dakota law shall govern the Agreement.

6. Waiver of Trial by Jury: Franchisee will not be required to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Neither party to the Agreement consents to a waiver of exemplary and punitive damage.

8. General Release: Franchisee is not required to sign a general release upon renewal of the Agreement.

9. Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law shall apply to all state law claims, including, without limitation, counterclaims and cross-claims, brought by any party in matters arising under or related to the Agreement.

10. Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the North Dakota Franchise Investment Law, NDCC 51-19, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

LEGACY FRANCHISE GROUP, LLC
"Franchisor"

By:_____

Title:_____

_____
"Franchisee"

By:_____

_____
(print name and title of person signing)

‘

ADDENDUM TO AREA DEVELOPMENT AGREEMENT APPLICABLE ONLY TO

DEVELOPERS LOCATED IN THE STATE OF NORTH DAKOTA

This addendum (the "Addendum") to the Area Development Agreement dated _____ __, 20__ (the "Agreement") is made and entered into by and between Legacy Franchise Group, LLC ("Franchisor") and _____ ("Developer") and amends the Agreement as follows:

Notwithstanding anything to the contrary set forth in the Agreement, the provisions set forth below shall supersede and apply to all franchises the offer and sale of which are governed by the North Dakota Franchise Investment Law, NDCC 51-19. :

1. Restrictive Covenants: Any covenants in this Agreement restricting competition will be subject to NDCC Section 9-08-06.

2. Situs of Arbitration Proceedings: Any arbitration of disputes will be at a mutually agreed upon location that is not remote from the site of the Developer's business.

3. Restrictions on Forum: Developer will not be required to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Developer will not be required to consent to liquidated damages or termination penalties.

5. Applicable Laws: North Dakota law shall govern the Agreement.

6. Waiver of Trial by Jury: Developer will not be required to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Neither party to the Agreement consents to a waiver of exemplary and punitive damage.

8. General Release: Developer is not required to sign a general release upon renewal of the Agreement.

9. Limitation of Claims: Developer is not required to consent to a limitation of claims. The statute of limitations under North Dakota law shall apply to all state law claims, including, without limitation, counterclaims and cross-claims, brought by any party in matters arising under or related to the Agreement.

10. Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the North Dakota Franchise Investment Law, NDCC 51-19, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum on the day and year first above written.

_____	**LEGACY FRANCHISE GROUP, LLC**
"Developer"	"Franchisor"
By:_____	By:_____
_____	Title:_____
(print name and title of person signing)	

‘

EXHIBIT H

TABLE OF CONTENTS
FOR
CURRENT OPERATING MANUAL

Table of Contents

Section I

Manager's A.O.R.'s

Manager Areas of Responsibility and Daily Timeline 1
First Shift Manager Areas of Responsibility (with 2 shift system) 3
First Shift Manager Areas of Responsibility (with 3 shift system) 5
Manager Communication Log....8
FOH Daily Schedule 9
BOH Daily Schedule 10
Daily Action Plan 11
Daily Labor Card....12
Daily SOE (Standards of Excellence) Report....14
Guest Incident Form....15
Guest Incident Reporting Form 16
Property / Crime Reporting Form....18
Monthly Maintenance Checklist....19
Safety Operations Report 21
Safety Committee Meeting Form 22
Employee Report of Injury Form. 23
Accident Analysis & Prevention Report 24
Early Return to Work Program Letter…… 25
Early Return to Work Letter…… 26
Temporary Modified Duties Work Schedule 27
Team Member's Request for Time Off Form....28
Server Banking Log…… 29
Daily Cash Due Log .... ……30
Server Cash Drop Log....31

Section II

A.O.R. Checklist

Large Party Information 1
BOH/FOH Opening/Closing Duties....2
Opening/Closing Bar Duties....3
Dishwasher Duties....4
Kitchen Duties....5
Buffet Duties 6
BOH Weekly Duties....7
Host, Cashier & Busperson Duties 8
FOH Weekly Duties 9
Waste List....10
Alcoholic Beverage Waste List.. 11
China Breakage 12
Restroom Cleaning Checklist 13
Cool Check Sheet 14

Section II A

A.O.R. Checklist Menu Resource Section

BOH Restock List 15
FOH Restock List 16
Beverage Area Duties 17
Dessert Area Duties 18
Expo Area Duties 19
Salad Area Duties 20

Prep & PAR List 21
Pull/Thaw List 23
FOH Prep & PAR List 24
Key Item Inventory 25
Line Check Sheet 26

Section III

Forms Index

Troubleshooting Forms, Checklists and Spreadsheets 1
Nine Department Theoretical Food Cost Model....2
CKI Accounting Program....3
Labor Management Scheduling Program 10
Per Person Expenditure and Sales Summary Tracking Form 12
Turnover Cost Calculation 14
Speed of Service Tracking....16
Week-by-Hour Time Management Planner....18
Manager Evaluation Form....20
Standards of Excellence Evaluation 29
Standards of Excellence Report....30
Restaurant Visitation Report 41
Equipment Maintenance Tracking....47
Key Item Inventory....49
Manager Meeting Agenda 50

Section IV

Education

Classes, Seminars and Educational Programs 1
Management Dynamics – AMT. 2
Management Training 4
General Manager Job Description 5
Assistant Manager Job Description 7
Hourly Shift Manager Job Description....9
Management Training Schedule....11

Section V

References

Reference Materials....1
Recruitment, Selection, Retention Library 2
Training Library 3
Seven Steps for STARS....5
Marketing Library 6
CKI Budgeting & Accounting Program 7
Nine Department Theoretical Food Cost Model....8
Labor Management Scheduling Program 9
Food Cost Tips 10
CHIP....11

Total Number of Pages 143

EXHIBIT I

FRANCHISE COMPLIANCE CERTIFICATION

FRANCHISE COMPLIANCE CERTIFICATION

Franchisee Name: _____

Franchisee Address: _____State: _____Zip Code: _____

Date: __/__/20__Phone (____) _____State of Restaurant Location: _____

List all states of residence personal/organization: _____

You as an individual owner, or shareholder, owner, partner, or member of the franchise entity ("Franchisee") and Legacy Franchise Group, LLC (the "Franchisor") are preparing to enter into a Franchise Agreement or Area Development Agreement for the development and operation of a Country Kitchen franchised restaurant (a "Restaurant"). For ease of reference, we refer to the Franchise Agreement and Area Development Agreement as the "Franchise Agreement". The purpose of this questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Do you agree that you received and personally reviewed Franchisor's Franchise Disclosure Document ("FDD") and signed the FDD receipt page indicating that your received the FDD?

Yes ☐No ☐

2. Do you agree that you received the final Franchise Agreement with all blanks completed at least seven (7) calendar days before completing this Compliance Certification and before signing any agreement with Franchisor?

Yes ☐No ☐

3. Do you agree that you received the FDD at least 14 calendar days (10 business days) if you are a prospect in New York or Michigan before you signed any agreements with Franchisor or paid any money or other consideration to Franchisor?

Yes ☐No ☐

4. You have received and personally reviewed the Franchise Agreement and each related agreement attached to it?

Yes ☐No ☐

5. Do you understand all of the information contained in the Franchise Agreement and each related agreement provided to you?

Yes ☐No ☐

If no, what parts of the Franchise Agreement and/or related agreements do you not understand?

_____
_____
_____
_____

6. Do you understand that the Franchise Agreement contains a number of provisions that may affect your legal rights, including designated locations or states for mediation and any judicial proceedings, a waiver of a jury trial, and other waivers and limitations?

Yes ☐No ☐

7. Do you understand all of the information contained in the FDD and any State-Specific Disclosures and State-Specific Amendments to Agreements included in the FDD?

Yes ☐No ☐

If no, what parts do you not understand?

_____
_____
_____

8. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a Country Kitchen Restaurant as a franchised business?

Yes ☐No ☐

If no, do you wish to have more time to do so? Yes ☐No ☐

9. Do you understand that the success or failure of your franchised Country Kitchen Restaurant will depend heavily upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes ☐No ☐

10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the actual or possible revenues, profits or operating costs of a Country Kitchen Restaurant operated by any of its franchisees that is contrary to the information contained in the FDD?

Yes ☐No ☐

11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the total amount of revenue the Country Kitchen Restaurant will or may generate?

Yes ☐No ☐

12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the amount of money you may earn in operating the Country Kitchen Restaurant as a franchised business?

Yes ☐No ☐

13. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the costs you may incur in operating a Country Kitchen Restaurant, that is contrary to or different from the information contained in the FDD?

Yes ☐No ☐

14. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes ☐No ☐

15. Do you understand that the territorial rights you have been granted are subject to limitations and exceptions?

Yes ☐No ☐

16. Do you understand that Franchisor retains the right, directly or through others, to develop and franchise other similar franchises (but not under the "Country Kitchen" name) or different franchise systems inside or outside of your Marketing Area and/or Development Area and/or to operate Country Kitchen Restaurants at Captive Facilities located within your Marketing Area and/or Development Area?

Yes ☐No ☐

17. Do you understand that all disputes or claims you may have arising out of or relating to the Franchise Agreement must be heard in the courts of Wisconsin (if not resolved informally or by mediation) unless your state's franchise laws require that such state's laws apply?

Yes ☐No ☐

18. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisor concerning the franchise for the Country Kitchen Restaurant, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes ☐No ☐

19. If you have answered "Yes" to any of questions 10-14, please provide a full explanation of each "yes" answer in the following blank lines. If you have answered "no" to each of questions 10-14, then please leave the following lines blank.

_____

_____

_____

20. Do you understand that the Franchise Agreement and Development Agreement contain restrictions on your use of Confidential Information and ability to disclose Confidential Information to third parties, as well as restrictions regarding public statements and communications with the media, and that any failure (whether intentional or accidental) to comply with these restrictions shall constitute a material event of default and the Franchisor may immediately terminate the Franchise Agreement and/or Development Agreement without any notice to you or opportunity to cure?

Yes ☐No ☐

21. Do you understand that maintaining uniformity in every component of the operation of the System is essential to the success of the entire chain of Country Kitchen Restaurants, including a designated menu, uniformity of food and beverage specifications, preparation methods, quality and appearance and uniformity of service?

Yes ☐No ☐

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY.

PRINCIPAL OWNER(S) FOR FRANCHISEE APPLICANT:

Signed: _____ Date of Signature _____/_____/20___

Printed Name: _____

Signed: _____ Date of Signature _____/_____/20___

Printed Name: _____

Signed: _____ Date of Signature _____/_____/20___

Printed Name: _____

Signed: _____ Date of Signature _____/_____/20___

Printed Name: _____

EXHIBIT J

FINANCIAL STATEMENTS

EXHIBIT K

STATE EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Florida	October 2, 2022
Minnesota	
New York	
North Dakota	
Wisconsin	

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

EXHIBIT L

RECEIPTS

RECEIPT

(YOUR COPY)

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 Legacy Franchise Group, LLC 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.

New York law and Rhode Island law both require that Legacy Franchise Group, LLC, give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Legacy Franchise Group, LLC, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state franchise agency listed in EXHIBIT A.

ISSUANCE DATE: December 16, 2022

The Franchisor is: Legacy Franchise Group, LLC, 6405 Century Avenue, Ste. 001, Middleton, Wisconsin 53562 (608) 203-7602. The franchise seller(s) for this Country Kitchen franchise is Charles Mocco, our Chief Executive Officer.

Legacy Franchise Group authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I have received a disclosure document dated December 16, 2022 that included the following exhibits:

A	List of State Franchise Administrators	G	State Addendum
B	List of Agents for Service of Process	H	Table of Contents for Manual
C	Franchise Agreement	I	Franchise Compliance Certification
D	Area Development Agreement (if applicable)	J	Financial Statements
E	List of Franchised Outlets	K	State Effective Dates
F	Sample Release	L	Receipts

PLEASE SIGN AND DATE BOTH RECEIPTS AND RETURN ONE COPY TO: Legacy Franchise Group, LLC, 6405 Century Avenue, Ste. 001, Middleton, Wisconsin 53562 email to cmocco@countrykitchen.net, or via Fax: (608) 826-9080

/ /20		
Date	Signature	Printed Name

Franchisee's Copy

RECEIPT

(FRANCHISOR COPY – SIGN AND RETURN)

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 Legacy Franchise Group, LLC 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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/ /20		
Date	Signature	Printed Name

Franchisor's Copy