FRANCHISE DISCLOSURE DOCUMENT

a New York limited liability company
357 Crescent Avenue
Buffalo, New York 14214
(716) 868-5050
Chris.covelli@getfriedusa.com
www.getfriedusa.com

http://www.getfriedusa.com/

The franchises described in this disclosure document are for the operation of fast-casual restaurants specializing in french fries, soft drinks, milkshakes and beer and wine under the name #getfried®**.**

The total investment necessary to begin operation of the #getfried® franchise is $136,250 to $275,500. This includes $30,000 that must be paid to Franchisor or its affiliate(s).

The total additional investment necessary to become a #getfried® Area Developer is $30,000 to $50,000. This includes $30,000 to $50,000 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact the #getfried Legal Department at 357 Crescent Avenue; Buffalo, New York 14214 or (716) 868-5050.

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

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

Issuance Date: ~~February 23, 2017~~April 20, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in Your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION AND LITIGATION ONLY IN ERIE COUNTY, NEW YORK. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT REQUIRES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. ARBITRATION WILL NOT BE USED FOR ANY DISPUTE WHICH INVOLVES A FRANCHISEE'S CONTINUED USAGE OF ANY OF THE MARKS OR ANY ISSUE INVOLVING INJUNCTIVE RELIEF AGAINST FRANCHISEE, ALL OF THESE ISSUES WILL BE SUBMITTED INITIALLY TO A COURT IN ERIE COUNTY, NEW YORK. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN NEW YORK OVER ANY SUCH ISSUES NOT SUBJECT TO ARBITRATION.

4. THE FRANCHISOR HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

5. 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.

6. IF YOU ARE A CORPORATION, PARTNERSHIP OR A LIMITED LIABILITY COMPANY, ALL OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.

7. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $136,250 TO $275,500. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDER'S NEGATIVE EQUITY OF ~~($81,863)~~ (47,001) AS OF DECEMBER 31, 2017~~2016.~~ .

8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates

STATE EFFECTIVE DATES:

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

This Disclosure Document is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates: ~~February 23, 2017~~April 20, 2018

California:	April 27, 2017
Connecticut:	Trademark Exempt
Hawaii:	________________________
Illinois:	________________________
Indiana:	________________________
Maine:	Trademark Exempt
Maryland:	________________________
Michigan:	________________________
Minnesota:	________________________
New York:	________________________
North Carolina:	Trademark Exempt
North Dakota:	________________________
Rhode Island:	________________________
South Carolina:	Trademark Exempt
South Dakota:	________________________
Virginia:	________________________
Washington:	________________________
Wisconsin:	________________________

This Disclosure Document is not required to be registered in the following states, but an exemption has been filed as required by the state's business opportunity laws and this Disclosure Document is effective as of the date specified below:

Florida:	________________________
Kentucky:	________________________
Nebraska:	________________________
Texas:	________________________
Utah:	________________________

NOTICE REQUIRED
BY THE
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a franchise before the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

(d) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

(e) A provision that permits us to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value of the assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:
State of Michigan Department of Attorney General Consumer Protection Division
Attn: Franchise
G. Mennen Williams Building Lansing, Michigan 48913
Telephone Number: (517) 373-7117

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATED THEIR FRANCHISES IS MICHIGAN.

TABLE OF CONTENTS

ITEM **PAGE**

EXHIBITS:

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the words "**We**", "**Us**", or "**Our**" mean the franchisor, the Get Fried Franchise Group LLC. "**You**" or "**Your**" means the person who buys the franchise and includes Your owners if You are a corporation, limited liability company, partnership or other business entity. Bold face terms are for ease of reference only.

The Franchisor

We are a New York limited liability company formed on September 28, 2015 to franchise a business specializing in the sale fast casual food services, specializing in French fries, soft drinks, milkshakes and beer and wine under the name #getfried® ("**Business")**.

We do not do business under any other name. Our principal business address is 357 Crescent Avenue; Buffalo, New York 14214. Our agents for service of process are listed on Exhibit C. We began offering franchises in November 2015. We offered #getfried® Subfranchises in 2016. We ceased offering #getfried Subfranchises in 2017. We did not sell any Subfranchises. In February of the 2017, we began offering #getfried® area representative franchise opportunities. #getfried area representative franchise opportunities are offered in a separate franchise disclosure document.

Our Parents, Predecessors and Affiliates

We do not have any predecessor. We have one affiliate, Get Fried USA LLC, a New York limited liability company (the **"Company"**). The Company and Our approved suppliers will sell equipment and related products and services to Our franchisees. The corporate office of the Company is located at 357 Crescent Avenue; Buffalo, New York 14214.

The Company started the #getfried® concept and opened the first the #getfried® business on February 13, 2015. Neither the Company nor We have previously offered franchises in this or any other line of business. We and/or Our affiliates, including the Company, plan to operate additional corporate-owned Businesses in the future. We operate under Our corporate name and the trademarks described in this disclosure document and other designated trademarks, trade names, services marks and logos (the "**Marks**").

Description of the Franchise

We grant franchises for Businesses operating under the #getfried® name and other Marks. If granted a franchise, You will purchase recommended and required furniture, fixtures, signage, inventory, and related services and products from the Company and/or Our affiliates and will operate a Business franchised by Us under a marketing system prescribed by Us (the "**System**").

Your Business will offer various products and services associated with fast-casual restaurants, including: French fries, soft drinks, milkshakes and beer and wine (the "**Products and Services**").

Subject in every case to Our approval, You are responsible for finding and selecting the specific physical location in which to open Your Business (the "**Location**"). You must receive Our written approval before signing any lease for Your Location. We will provide You with marketing assistance and programs to assist You in opening and operating Your Business and to promote all Businesses on a System-wide basis.

Each Business will use Our System and operate according to Our standards, specifications, operating procedures and rules (the "**System Standards**").

Each Business will emphasize well-trained, efficient and personable employees who demonstrate their personal care about the Business and the needs of their customers.

<u>Franchise Agreement</u>

You will complete and sign a Franchise Agreement with Us (See **Exhibit A**) which will describe what You and We agree will be the area in which You will operate Your Business ("**Your Territory**"). If You decide to purchase more than one Franchise Business, You will be required to sign an Area Development Addendum, which is attached as an exhibit to the Franchise Agreement. In addition, for each additional Franchise Business that You open, as You and We agree in the Area Development Addendum, You will be required to sign additional Franchise Agreements for each individual Franchise Business. The Franchise Agreement that You sign in the future for each additional unit beyond Your first unit may be in a different form than the Franchise Agreement included in this Disclosure Document.

Area Development

If You decide to purchase more than one #getfried® Franchise Business, You will be required to sign an Area Development Addendum to the Franchise Agreement, which is attached as an exhibit to the Franchise Agreement. In addition, for each additional Franchise Business that You open, as You and We agree in the Area Development Addendum, You will be required to sign additional then current Franchise Agreements for each individual Franchise Business under the Area Development Agreement upon opening the addition Franchise Business. The Franchise Agreement that You sign in the future for each additional unit beyond Your first unit may be in a different form than the Franchise Agreement included in this Disclosure Document.

Market and Competition

Your market includes the general public, but primarily families, office and retail workers, and students seeking fast-casual dining experiences located in malls, entertainment districts, sporting venues, airports, gas stations/rest stops and college campuses. Your Business will be competing with other companies that offer food and beverage services, on the local and national level, such as restaurants, fast food chains, and caterers. These companies may compete directly with the products and services of Your Business and may have financial, personnel, and other resources greater than Us or You. You will compete for business in this environment, and understand that there is no guarantee of Your success.

Industry Regulation

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of Your Business. You must comply with all local, state and federal laws that apply to the operation of Your Business. These include applicable health and safety laws, permits, sales tax licenses and similar regulations. These regulations may vary depending on the region in which You operate Your Business. You may be required to apply for various local or state licenses based on the Products and Services You offer through Your Business. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of Your operations.

Many landlords, especially if Your Business is located within a retail development, will regulate the sale of certain products and services and may obligate You to use clauses in the lease that regulate or limit what products or services You may offer and sell from Your Location.

Most jurisdictions have laws and regulations that apply to all businesses generally, these may include:

Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, communication to employees, environmental, and Americans with Disabilities Act.

State. State laws may cover the same topics as federal laws. Examples of state laws also include environmental, occupational health and safety; and fire, health and building and construction laws.

Local. Local laws may cover the same topics as federal and state laws. Other examples of local laws will include zoning, fire codes and waste disposal. Your local county health department(s) may inspect retail food facilities to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

You should investigate the applicability of these and possibly other regulations in the area in which You are interested in locating Your Business and should consider both their effect and cost of compliance. You are solely responsible for determining and remitting all sales and use taxes applicable to the operation of Your Business. We recommend consulting with Your attorney concerning these and other laws and ordinances that may affect the operation of Your Business.

ITEM 2

BUSINESS EXPERIENCE

Managing Partner and CEO: Chris Covelli

Mr. Covelli has been with #getfried® since its inception in February of 2015. From August 2009 to February 2013, Mr. Covelli was the Cleveland Clinic Global CARE Manager for The Travel Team, Inc., located in Buffalo, NY. Beginning in February 2013, Mr. Covelli became a Corporate Sales Associate for ADPRO Sports, a position which he still holds. He is currently located in Buffalo, NY.

Co-Founder; Managing Partner and Investor Relations: Garett Green

Mr. Green has been with #getfried® since its inception in February of 2015. Beginning in January 2010, Mr. Green was the Founder, CEO and Marketing Director of ONE ROQ Spirits USA, located in Buffalo, NY. Mr. Green still holds this position at ONE ROQ and is currently located in Buffalo, NY.

VP of Franchise Operations: David Taylor

Mr. Taylor has been Our VP of Franchise Operations since Our inception in September 2015. Previously, he was a General Manager at Salsaritas Fresh Cantina in Buffalo, NY from January 2008 to June 2013. From July 2013 to June 2014, Mr. Taylor was a General Manager at Sarasota Brewing Company located in Sarasota, FL. From June 2014 to September 2015, he was the General Manager at Champions Sports Bar and Grill in Buffalo, NY. Mr. Taylor is currently based in Amherst, NY.

ITEM 3

LITIGATION

No litigation information is required to be disclosed in this item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

You must pay Us an initial franchise fee in a lump sum when You sign the Franchise Agreement. Our standard initial franchise fee for new franchise owners is currently thirty thousand dollars ($30,000) (the **"Initial Franchise Fee"**). We fully earn the Initial Franchise Fee when paid. We use the Initial Franchise Fee to cover Our costs in evaluating Your proposed Location(s) for Your Business, training You, and helping You develop and open Your Business. The Initial Franchise Fee is uniformly imposed on all new franchise owners and is not refundable under any circumstances. We reserve the right to reduce the Initial Franchise Fee for new franchisees on a case-by-case basis as We deem appropriate. In 2016, we waived the initial franchise fee for one franchise. This was due to the franchise being the first to be awarded in New York. We may grant franchises to Our owners and employees and their family members with reduced or no Initial Franchise Fee.

Area Development for Multiple Franchise Purchases

If You choose to open more than one franchise, and meet Our criteria for doing so, then You may simultaneously sign additional franchise agreements for each franchise to be opened, in addition to Our Area Development Addendum. According to the Area Development Addendum, You receive the right to develop a specified number of Businesses within the Development Area.

The Initial Franchise Fee for multiple franchises is $30,000 for the first franchise and $20,000 for each additional franchise.

The Area Development Fee is uniformly imposed on all Area Developers and is not refundable under any circumstances.

There are no other payments to or purchases from Us or any affiliate that You must make before Your Business opens.

ITEM 6

OTHER FEES

NAME OF FEE (1)	AMOUNT	DUE DATE	REMARKS
Franchise Royalty Fee	6% of Gross Revenue (2)	8th day of Month, or the next business day if the 8th is not a business day (3)	
Marketing Fee (4)	2% of Gross Revenue (2)	Payable at the same time and in the same manner as the Franchise Royalty Fee	The Marketing Fee is currently 0% of Gross Revenue. We will provide You with advance written notice of a change to the Marketing Fee, but it will not be more than 2% of Gross Revenue.
Local Marketing Contribution (5)	2% of Gross Revenue	At Your discretion over the course of the month	This is in addition to any Marketing Fee that You must pay Us, but is spent by You directly each month and not paid to Us.
Additional Initial Training Program Fee	Our then-current fee per additional person, plus expenses. Current fee = $1,500 per person	Upon Invoice	You must pay any expenses You or Your employees incur while attending the Initial Training Program, including travel and applicable wages.
Additional Training and/or Consulting	$300 per day plus out-of-pocket expenses	Upon Invoice	If You request or otherwise require additional assistance from Us beyond the Initial Training and Opening assistance
Uniforms	$100 - $500	Upon Invoice	You must purchase new uniforms if You add employees or as existing uniforms are worn out.

NAME OF FEE (1)	AMOUNT	DUE DATE	REMARKS
Transfer Fee	$10,000	Before transfer is completed	The transferee must sign Our then-current Franchise Agreement and meet Our modernization requirements.
Renewal Fee	$10,000	Before renewal is completed	You must sign Our then-current Franchise Agreement and meet Our modernization requirements.
Relocation Fee	$5,000	Before relocation is approved	If You decide to relocate Your Franchise from the Location We originally approved
Step-In Right Expenses (6)	Amounts will vary	As incurred	
Late Payment Fee	$50 per month plus interest on late amounts at 10% per annum or highest legal rate	Upon invoice, if incurred	The $50 per day late fee applies each time a payment is late to Us or the Company and will accrue, along with interest, until payment is received in full for the amount due.
Attorney Fees	Reasonable amount to prevailing party in any legal proceeding	Upon conclusion of the legal proceeding	
Audit (7)	Cost of audit (anticipated to be $1,000 to $5,000)	Upon Invoice	If an audit of Your books reveals an understatement of 2% or more of Gross Sales in any one month period or any payment due to Us. You must also pay the late fee on the understated amount.
Dispute Resolution	Costs and attorney’s fees as incurred	Upon determination of the prevailing party	

NAME OF FEE (1)	AMOUNT	DUE DATE	REMARKS
Insurance	Reimbursement of Our costs	Upon demand, if incurred	If You fail to maintain the required insurance We may, but are not obligated to, obtain insurance on Your behalf.
Indemnification	Amount of claim and costs incurred (8)	Upon Demand	You must indemnify Us, Our affiliates and Our officers and employees related to Your operation of Your Business.

FOOTNOTES:

(1) You must pay all of these payments to Us except as otherwise noted in the above chart. None of these fees are refundable for any reason. You may at Your option also pay Us or the Company for additional services selected by You. All ongoing fees are imposed uniformly on all franchisees except that We may allow franchisees to pay a lower Franchise Royalty Fee based on when they became a franchisee. In other words, You may be required to pay a higher Franchise Royalty Fee compared to another franchisee who joined the System before You. You are solely responsible for determining and paying all taxes required to be paid as a result of Your payment to Us of initial or ongoing fees.

(2) "**Gross Revenue**" is defined in the Franchise Agreement and includes all receipts generated by Your Business from any source including sales, exchanges, services, labor, service charges, etc. Credit sales shall be calculated as of the date of sale without deduction for uncollected credit accounts. "Revenue" shall not include bona fide credits for returns of merchandise, promotional discounts, or the amounts collected and paid to appropriate governmental authorities under the provisions of any Sales Tax, Retailer's Occupation, or similar Act. The proceeds from any business interruption insurance or eminent domain recovery You receive are included in Gross Revenue.

(3) The Manual may designate a different due date. You must pay all such Fees to Us and/or Our affiliates each month by direct transfer of funds ("**EFT**") or other method of payment designated by Us. You must make sure that Your bank account has sufficient funds for the transfer of payments to Us and/or the Company. Within fifteen (15) days after the end of each quarter, You must provide Us with a profit and loss statement, compiled by an independent certified public accountant, in the form We designate. Additionally, on an annual basis, You must provide Us with a copy of

Your most recent tax returns, sales tax returns, and payroll tax returns, prepared by an independent certified public accountant.

(4) We reserve the right to temporarily lower, suspend or rebate the Marketing Fee at any time, upon prior written notice to You and to Our other franchisees similarly situated. The Marketing Fee is in addition to, and exclusive of, any sums that You may decide or be required to spend on local advertising and promotions. We have sole discretion over the creative ideas, materials, endorsements, media, placement, and allocation of monies related to use of the Marketing Fee proceeds.

(5) You must spend at least 2% of Your Gross Revenue during each month on local advertising. You are required to pay Us the difference if Your actual local advertising expenditures are less than 2% of Your actual Gross Revenue. We reserve the right to debit Your EFT account for this amount and spend it in Your local market if You have not spent at least 2% of Your Gross Revenue during each month on local advertising. Within 5 days of written notice from Us, You are required to submit to Us a report of all local advertising expenditures made by You.

(6) We may step in to operate Your Business if We deem necessary to prevent any interruption or harm to Your Business or to Our Franchise System. Reasons may include Our determination that You: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against Your business property; or We decide that operational problems require Us to operate the franchise for a time. All revenue derived from Our operation of Your Business will be credited to a separate account for Your benefit, but We may pay from that account all expenses, debts and liabilities that We incur during Our operation of Your Business.

(7) We may audit Your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. In addition to any additional fees found due as a result of an audit of Your financial records, You must pay Us Our audit cost if You have understated Gross Sales by more than 2% of the actual Gross Sales in any one month period found by the audit. The cost of an audit varies widely depending on how well the books and records are kept, but We estimate the cost of an audit to be between $1,000 and $5,000. Any audit that We conduct may be done by Our own personnel or by an independent certified public accountant, based on Our sole discretion.

(8) You must indemnify Us and Our affiliates for all claims relating to Your operation of the Business.

ITEM 7 YOUR ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee	$30,000	Lump sum via Check or Wire	Upon Signing the Franchise Agreement	Us
Real Estate/Rent (1)	$6,000 to $30,000	As Incurred	Before Beginning Operations	Lessor
Utility Deposits (2)	$0 to $1,000	As Incurred	Before Beginning Operations	Utilities
Leasehold Improvements (3)	$2,500 to $20,000	As Incurred	Before Beginning Operations	Contractors, Suppliers
Furniture, Fixtures & Equipment (4)	$25,000 to $50,000	As Incurred	Before Beginning Operations	Us and/or Suppliers
Initial Inventory (5)	$4,000 to $8,000	As Incurred	Before Beginning Operations	Us and/or Suppliers
Insurance (6)	$1,000 to $1,500	As Incurred	Before Beginning Operations	Insurance Companies
Signage (7)	$7,000 to $15,000	As Incurred	Before Beginning Operations	Us and/or Suppliers
Office Equipment & Supplies (8)	$250 to $500	As Incurred	Before Beginning Operations	Us and/or Suppliers
Pre-Opening Expenses (9)	$2,000 to $5,000	As Incurred	Before Beginning Operations	Us and/or Suppliers
Grand Opening (10)	$5,000	As Incurred	First 3 Months of Operations	Us, Suppliers, Locations, Etc.
Computer Equipment (Hardware, Software,	$500 to $1,500	As Incurred	Before Beginning Operations	Us and/or Suppliers

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
POS System, etc.) (11)				
Training (12)	$1,000 to $2,000	As Incurred	Before Beginning Operations	Airlines, Hotels, other Suppliers
Licenses & Permits (13)	$1,000 to $3,000	As Incurred	Before Beginning Operations	Licensing Authorities
Legal & Accounting (14)	$1,000 to $3,000	As Incurred	Before Beginning Operations	Attorney, Accountant
Additional Funds (15) – three month period	$50,000 to $100,000	As Incurred	As Necessary	Us, Suppliers, Locations, Lessor, Etc.
TOTAL (16)	$136,250 to $275,500			

In general, none of the expenses listed in the above chart are refundable. As disclosed in Item 10, neither We nor any of Our affiliates finance any portion of Your initial investment.

FOOTNOTES:

(1) You must lease or otherwise provide a suitable facility for the operation of the franchise. Typically, the facility will range in size from 475 to 2,000 square feet. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption that You will have to pay a security deposit equal to one month's rent and is based on leasing a facility of 475 square feet. The high estimate is based on leasing a facility of 2,000 square feet at a higher cost per square foot. Some lessors may refund the security deposit if You cancel the lease before You occupy the premises. The estimated range of costs in this category only includes Your costs to enter into a lease agreement for the facility. Estimated rental costs for 3 months are included with the category "Additional Funds" as noted below.

(2) If You are a new customer of Your local utilities, You will generally have to pay deposits to obtain services, including electric, telephone, gas and water. The

amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact Your local utilities for more information.

(3) To adapt to a newly acquired facility for operation of Your Business, it must be renovated. The cost of the leasehold improvements will vary depending on factors, including size, condition and location of the facility, local wage rates and the cost of materials. The low estimate assumes that Your landlord will provide a partial build-out allowance. The amounts You pay for the leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

(4) You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate Your Business from Us, Our affiliate, or an approved supplier. These may include: kitchen equipment such as a stove, convection oven, deep frier(s), blender, refrigerator(s), freezer(s), hot and cold wells, hot display cases, microwave, pots and pans, etc.; dining room furniture; dishes; and cutlery. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. We do not know if the amounts You pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return policy of the suppliers at or before the time of purchasing or leasing. We reserve the right to require that You purchase Your furniture, fixtures and equipment from Us or Our affiliate.

(5) You must purchase an initial inventory for Your Business. These include dry goods, produce, and meats. Costs vary based on the size and location of Your Business, time of season, suppliers and other related factors. We do not know if the amounts You pay for other inventory items are refundable. Factors determining whether other inventory items are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. You will be required to purchase some or all of the initial inventory for Your Business from Us, the Company or an approved supplier.

(6) You must purchase Comprehensive General Liability insurance with a minimum liability coverage of $1,000,000 per occurrence, and $2,000,000 in aggregate, or higher if Your state law requires. You will also be required to have property and/or building insurance covering the value of Your Location. Factors that may affect Your costs of insurance include the size and location of Your Business, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts You pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance We maintain. Maintenance of the required insurance will not diminish Your liability to Us under the indemnities contained in the franchise agreement. The policy or policies will insure against Our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against You.
We may require You to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

Your insurance policies must insure Us, You, and Our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to Your operation of Your Business. Your policies of insurance will contain a separate endorsement naming Us and Our affiliates as additional named insureds. You are required to submit an insurance certificate to Our office on an annual basis.

(7) This range includes the cost of all signage used in Your Business. The signage requirements and costs will vary based upon the size and location of the Location, local zoning requirements, landlord requirements and local wage rates for installation. The amounts You pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. We must approve all signage before You order it.

(8) You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect Your cost of office equipment and supplies include market conditions, competition amongst suppliers and other factors. We do not know if the amounts You pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

(9) Included in this estimate are expenses related to pre-opening payroll, cleaning and preparation, telephony and other communication expenses, and electricity.

(10) You must spend a minimum amount of $5,000 on the grand opening of Your Business. Generally, half of this should be spent during the 30 days before You open Your Business, and the remaining half should be spent within the first 30 days that Your Business is open. We determined the minimum based the Company’s experience and on Our assessment of Your adverting costs in Your area and the time of year that You are opening. You may choose to spend more. Factors that may affect the actual amount You spend include the type of media used, the size of the area You advertise to, local media cost, Your Location, time

of year and customer demographics in the surrounding area. The amounts You spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

(11) You must purchase the computer equipment, hardware and software necessary for operating the franchise. We do not know if the amounts You pay for the computer equipment may be refundable. The amounts You pay for computer equipment are typically non-refundable, or if refundable, may be subject to a "restocking" fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. You must use the POS system that We designate.

(12) The cost of initial training for You and one other person is included in the Initial Franchise Fee. We will train You and a person You designate. This amount reflects Your travel and stay expenses during the training period. You must pay Us additional tuition for additional trainees beyond You and Your designee at Our then-current rate, which is currently $1,500 per training, per person.

(13) State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

(14) You will need to employ an attorney, an accountant and other consultants to assist You in establishing Your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

(15) We recommend that You have a minimum amount of money available to cover operating expenses, including rent, utilities, food inventory, supplies, professional fees, and employees' salaries for the first 3 months that Your Business is open. These are only estimates based on Our affiliate's experience in opening and operating a similar business. The predominant factors for calculating the 3-month estimate are amounts paid for employee wages and inventory. We cannot guarantee that Our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable. In addition, You are required to maintain minimum capital at all times in the amount of twenty-five thousand dollars ($25,000) in working capital.

(16) In compiling this chart, We relied on the Company's history, knowledge and experience in operating a similar Business. The amounts shown are estimates only and may vary for many reasons, including the size and condition of Your Location, the capabilities of Your management team, and Your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and We cannot guarantee that You will not have additional expenses in starting the franchise.

We cannot estimate how long it may take for Your revenues to exceed Your expenses, if ever. YOU SHOULD NOT INFER THAT YOUR REVENUES WILL EXCEED YOUR EXPENSES AT THE END OF THE THREE-MONTH INITIAL PHASE OR BY THE TIME YOUR ADDITIONAL FUNDS HAVE BEEN COMPLETELY EXPENDED. We make no projections or estimate of the amount of additional funds You may need for the operation of Your Business beyond the initial phase.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase and/or lease all equipment and supplies for Your Business from suppliers previously approved by Us, which may include Us and the Company ("**Approved Suppliers**"). All Products and Services sold through Your Business must meet Our Product and Service specifications and guidelines prescribed in the Manual, as We may modify from time to time.

If We introduce proprietary Products and/or items bearing the Marks, You may be required to purchase them from the Company or Us. Except as described in this ITEM 8, You are not obligated to purchase anything else from Us or the Company. We estimate that the proportion of your purchases and leases of goods and services from approved suppliers or of products that meet our specifications to be approximately 70% to 85% of all the purchases and leases in establishing your Business and approximately 70% to 85% of your ongoing costs of operating your Business. Specifications, standards, and criteria for supplier approval is made available to #getfried franchisees in the Manual.

We may negotiate purchase arrangements with unaffiliated suppliers including price terms for the benefit of franchisees and the System. We have not currently negotiated agreement with any suppliers or vendors We will not grant any renewal franchises or additional franchises, or provide any other material benefit to You, based on Your use of Approved Suppliers. We do not have any purchasing or distribution cooperatives in which You must participate, but We may develop them and require Your participation in the future. You must use some supplies that are proprietary to Us, including copyrighted forms and materials bearing the Marks and We reserve the right to earn a profit on the sale of these items to Our franchisees.

You may be required to purchase from Us, or Our Approved Suppliers, software, Internet, services and multi-area marketing programs and to participate in these programs, as designated in the Manual. We do not require You to participate in these programs at this time, but if participation is required, We estimate that these required purchases will be less than five percent of Your operating expenses.

We and/or Our affiliates, including the Company, reserve the right to earn rebates, commissions or other payments from Approved Suppliers based on these Approved Suppliers' sales to Our franchisees or services offered to Our franchisees. A We did not derive any revenue from required purchases and leases to #getfried franchisees or suppliers in calendar year 2017~~2016~~.

If We receive rebates from suppliers based on franchisee purchases, We will use the funds to benefit the System. None of Our officers own an interest in an Approved Supplier other than the Company.

We may, in Our discretion and if they meet Our criteria and requirements, approve additional Products or suppliers for the System. If You want to purchase Products or services from another supplier that have not been approved by Us, You may request Our "Supplier Approval Form." Based on the information and samples You supply Us, We will test the products or services supplied and review the proposed supplier. We will complete Our review promptly, generally within 30 days. A lack of response after 30 days will mean that the proposed supplier was not approved. We are not required to provide You or any proposed supplier with the specifications and standards We use to evaluate a proposed supplier. We consider various factors when deciding whether to approve a new supplier or product, including: the length of time they have been in business; any available customer satisfaction ratings; and their geographic location. We do not currently charge a fee to evaluate a proposed product, service or supplier. We also may have some services and/or Products for which there is only one Approved Supplier, which may be the Company.

We require You to use the Clover software and hardware system for your POS system. We may change this requirement in the future. Currently, the initial setup costs for Clover is $1,000 and there is a monthly license fee of $200. You will pay all of these expenses directly to Clover, but We reserve the right to modify this and collect these payments from You on behalf of Clover, and We may receive consideration as a result of You being required to use Clover.

We may, at any time, revoke any Product or supplier that We had previously approved. We will notify You in writing, including by e-mail and/or updates to Our Manual, of any product or supplier revocation. If You receive notice that any Product or supplier's approval has been revoked by Us, You must immediately stop purchasing that Product or stop purchasing from that supplier.

All advertising You wish to use to promote Your Business that has either not been prepared by Us or has not been approved by Us in the immediately preceding 12 month period must be submitted to Us for Our review prior to Your use. You may not use the advertising materials unless We have approved them in writing. This also applies to any advertising or promotions that You may use on any social media sites, such as Facebook, Twitter, Linkedin, and Pinterest.

You must purchase and maintain the liability insurance coverage required by the terms of Your lease for Your Location, other applicable laws that may apply to Your Business, and that We specify in the Manual or otherwise in writing. Your insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable by Us. All insurance must be on an “occurrence” basis. All insurance policies, except for workers’ compensation, shall name Us, Our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds. Also, all insurance policies shall expressly provide that not less than 30 days’ prior written notice shall be given to Us in the event of a material alteration to or cancellation of the policies. We have the right to require that You obtain from Your insurance company a report of claims made and reserves set against Your insurance. We reserve the right to change Our insurance requirements during the term of Your Franchise Agreement, including the types of coverage and the amounts of coverage, and You must comply with those changes. If You do not obtain the insurance as required, We have the right, but not the obligation, to purchase insurance on Your behalf and You must reimburse Our costs related to this purchase.

Collectively, the purchases described above are approximately 95% of Your overall purchases to establish and then operate Your Business.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

As used in the table below, the abbreviation "FA" refers to the Franchise Agreement and "ADA" refers to the Area Development Addendum.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site Selection and acquisition	FA: § 6	Items 1, 11
b. Pre-opening purchases/leases	FA: §§ 3, 5, 6, 7, 8	Items 7, 8, 11, 16
c. Site development and other pre-opening requirements	FA: §§ 6, 7, 8	Items 1, 5, 7, 11, 12, 15
d. Initial and ongoing training	FA: § 5; ADA § 5	Items 1, 11, 17
e. Opening	FA: § 10; ADA § 2	Items 5, 7, 11
f. Fees	FA: §§ 1, 3, 5, 6, 10; ADA § 1	Items 1, 5, 6, 7, 17, 19
g. Compliance with standards and policies and operating manuals	FA: §§ 5, 6, 7, 8, 9, 10, 11	Items 1, 11
h. Trademarks and proprietary information	FA: §§ 9, 11	Items 13, 14
i. Restrictions on products and services offered	FA: §§ 8, 10	Items 8, 16
j. Warranty and customer service requirements	FA: §§ 8, 9	Item 1
k. Territorial development and sales quotas	FA: §§ 2, 6; ADA § 2	Items 1, 12
l. Ongoing product and service purchases	FA: §§ 8, 9	Items 8, 16
m. Maintenance, appearance and remodeling requirements	FA: §§ 6, 7, 8	Item 17
n. Insurance	FA: § 13	Item 7
o. Advertising	FA: § 10	Items 6, 7, 11

p. Indemnification	FA: §§ 17, 19	Item 13
q. Owner's participation/ management/staffing	FA: §§ 6, 8, 9	Item 15
r. Records and reports	FA: §§ 3, 12	Items 6, 11
s. Inspections and audits	FA: §§ 3, 12	Item 17
t. Transfer	FA: §§ 15, 16, 17	Items 6, 17
u. Renewal	FA: §§ 4, 14, 15	Items 6, 17
v. Post-termination obligations	FA: § 17	Item 17
w. Non-competition covenants	FA: §§ 14, 17	Items 5, 17
x. Dispute resolution	FA: § 18	Item 17

ITEM 10

FINANCING

We do not offer any direct or indirect financing. There are no waiver of defenses or similar provisions in any note, contract or other instrument executed by franchisees with Us.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, We are not required to provide You with any assistance.

A. Pre-opening. Before You open Your Business, We will:

1. Loan You a copy of Our confidential Operating Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules, in written and/or electronic form (Franchise Agreement, Article 9).

2. Conduct Our Initial Training Course for You and one other person in addition to Our Online Training Curriculum (Franchise Agreement, Article 5).

3. Provide You with standard building plans, signage and other specifications for Your Location (Franchise Agreement, Article 7).

4. Depending on the territory where Your Business will be located, and based in Our sole discretion, We may indirectly assist You by providing You with the information of a broker that We have partnered with. There will not be any cost to You for using a broker that We partner with (Franchise Agreement, Article 6).

5. Approve the Location You propose for Your Business based upon Our site selection criteria as prescribed in the Manual (Franchise Agreement, Article 6).

6. Provide You with on-location grand opening assistance for up to five days, based on Our sole discretion (Franchise Agreement, Article 5).

7. Provide You with a grand opening promotional package to include a sign, coupons, and gift certificates (Franchise Agreement, Article 5).

B. Post-opening. During the operation of Your Business, We will:

1. Make available additional training programs as We deem appropriate (Franchise Agreement, Article 5).

2. Develop and administer, at Our discretion, advertising and promotion programs designed to promote the collective success of all Businesses System-wide (Franchise Agreement, Article 10).

3. Provide and approve all advertising, promotional materials, and services used by You, including on any social media sites, as We deem appropriate and may modify from time to time (Franchise Agreement, Article 10).

4. Administer the Marketing Fund ("**Marketing Fund**") (Franchise Agreement, Article 10).

5. Periodically update the Manual to ensure the Franchise System remains current and competitive (Franchise Agreement, Article 9).

6. Provide You with a list of Approved Suppliers, and any updates thereto from time to time. Other than providing You with a list of Approved Suppliers, We will not directly or indirectly assist You in procuring the required equipment, signs, fixtures, opening inventory or suppliers, and We will not assist You with the delivery or installation of any of these items. (Franchise Agreement, Article 9).

7. Provide You with visits from Us and written reports regarding Your performance and conformity with the business systems (Franchise Agreement, Article 5).

8. Provide You with basic accounting and business procedures (Franchise Agreement, Article 5).

C. Site Selection.

You must propose the Location for Your Business subject to Our express written approval within 90 days. Approval of the Location You propose for Your Business will be based on numerous factors including, without limitation, daily traffic numbers, geographic location, any nearby competitors, and other demographic factors. We will approve or disapprove of the Location You propose within 10 days. We will not directly assist in helping You find the Location for Your Business. Depending on the territory where Your Business will be located, and based in Our sole discretion, We may indirectly assist You by providing You with the information of a broker that We have partnered with. There will not be any cost to You for using a broker that We partner with. We will provide Guidelines and procedures for Site Selection as part of Your Initial Training and also make this available in the Manual. If You do not receive Our approval for the Location of Your Business within this time period, We may terminate the Franchise Agreement without refund (Franchise Agreement, Article 6).

Within 6 months of signing Your Franchise Agreement, You must have located and obtained Our approval for the Location of Your Business, and executed any applicable lease agreement. We must approve any lease before You execute it. If You have not located and obtained Our approval for Your Business within this time period, We may terminate Your Franchise Agreement without refund (Franchise Agreement, Article 6).

D. Time Before Opening.

Based on Our experience, You should typically open Your Business within 12 months after Your Franchise Agreement is signed. This length of time may be affected by factors such as finding an optimal Location, financing arrangements, acquiring necessary permits and licenses, obtaining insurance, and acquiring all necessary furniture, fixtures and equipment. If You have not opened Your Business within this time period, We may terminate Your Franchise Agreement without refund (Franchise Agreement, Article 6).

E. Advertising.

We will develop marketing, promotional and advertising programs designed to promote #getfried® Businesses. Your participation in all advertising and sales promotion programs must be in full and complete accordance with any terms and conditions We may have established so long as participation is also required from other franchisees similarly situated. Currently, We do not have an advertising council composed of franchisees. We expressly reserve the right, as We deem appropriate, to form, modify, and dissolve an advertising council in the future.

We will provide access to advertising and marketing materials and services to You. We may also use premium incentives and product awareness campaigns in advertising and promotions. Advertising media may include print, Internet, vehicle wraps, fundraisers, public relations campaigns, seminars, celebrity appearances, and radio or television (primarily local in scope). Whenever possible, the material is produced in-house or provided by vendors.

You may develop advertising materials for Your own use at Your own cost. All advertising materials, including any written press used in any medium, must have been approved by Us in advance and in writing. Approval typically takes between five (5) and thirty (30) days depending on its nature. You may not use any advertising materials unless We have specifically approved of the materials in writing. If You have not received Our written approval for advertising materials that You have submitted for approval within thirty (30) days, Your request will be deemed to have not been approved.

All of Your advertising, promotion and marketing must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and the promotion policies, including the standards and specifications prescribed in the Manual. This also applies to Your use of any social media sites on the Internet. You must submit to Us samples of all advertising, promotional and marketing materials (including without limitation Internet or electronic media marketing materials) for Our prior written approval. You must only use advertising copy and other materials which are in strict compliance with Our requirements, as set forth in the Manual or otherwise.

There are no restrictions on Your advertising, except that You may not advertise independently on the Internet or solicit business outside Your Territory, and Your advertising must be approved by Us as stated above. You must participate in Our online marketing campaigns, Gift Card program, Loyal Customer program and similar marketing programs as they are developed.

Marketing Fund.

You must contribute to the **Marketing Fund**, as specified in the Manual. We will administer the Marketing Fund to develop, produce and administer marketing programs designed to increase sales for all Businesses System-wide. You must contribute between

0% and 2% of Your monthly Gross Revenue to the Marketing Fund, as designated in the Manual. Currently the Marketing Fund contribution is 0%. We will provide written notice before modifying the Marketing Fund contribution amount. Advertising may be in the form of print ads, radio, television seminars, educational awareness campaigns, celebrity appearances or electronic media and may be conducted on a local, regional and/or national basis. We may use a national or regional advertising agency or in-house advertising to create and place advertisements. All interest earned on monies contributed to the Marketing Fund will be used for the same purpose. We will not use any portion of the Marketing Fund contributions to advertise or sell franchises.

In administering the Marketing Fund, We are not required to make expenditures for You that are equivalent or proportionate to Your contribution or make sure that any particular franchisee benefits directly or pro rata from the placement of advertising.

We will contribute to the Marketing Fund based on Our operation of corporate or affiliate-owned Businesses.

We will deposit and keep monies in the Marketing Fund separate from Our other funds. Money from the Marketing Fund may be used to pay Us, the Company or an affiliate for the reasonable salaries, administrative costs, travel expenses and overhead incurred by Us in the administration of the Marketing Fund and its programs as We designate. We will prepare an annual unaudited statement of monies collected and costs of the Marketing Fund and provide it to You upon Your written request. Any sums paid to the Marketing Fund that are not spent in the year they are collected will be carried over to the following year. ~~As of December 31,~~ In calendar year 2017, the Marketing Fund expenditures were $35,438 and of that total expenditures, which was expended as follows: 55% payments to independent advertising or public relations agencies; 5% Internet advertising or search engine optimization; 22% Marketing literature (brochures, flyers, mailers, etc.); 20% Promotional merchandise (coffee mugs, candy jars, shirts, or other items bearing your trademarks); 10% Tradeshows; and 5% on postage and shipping~~2016, Our Marketing Fund had a zero balance as We had no franchisees contributing to it in 2016~~.

.

Local Advertising Expenditures

You must spend in Your local market at least 2% of Your Gross Revenue to advertise and promote Your Business (the "Local Advertising Requirement"). You will report the nature, extent and amount of these local expenditures in the form and at the times We require, as prescribed in the Manual. If You do not spend at least 2% of Your Gross Revenues to advertise and promote the Franchise, We reserve the right to debit Your account for the 2% advertising expenditure and spend it Ourselves exclusively within Your local market.

Franchise Advisory Council

Because it is Our goal to create and maintain a strong, efficient and well respected Franchise System, We may create and administer a Franchise Advisory Council ("FAC") to obtain input and advice from Our franchisees in the System; to promote communication between franchisees and Us; and to improve franchisees' understanding of Our System. Our FAC may also be provided, as We deem appropriate, with the authority to review complaints and failures to comply with Our System Standards and recommend remedial action or even removal from the System of subject franchisees. The FAC may, in Our discretion, have decision-making authority. Unless We expressly authorize the ability to make decisions, the FAC will act in an advisory capacity only.

We reserve the right to have one or more representative of Ours serve on the FAC. The franchisee representatives on the FAC may be chosen by Us or may be elected by other franchisees in the system. If You participate on the FAC, You may be required to pay any expenses You incur related to Your participation, such as travel and living expenses to attend council meetings. The structure, formation, rights and obligations of the FAC will be determined at Our sole discretion as further described in the Manual. We will have the right to form, change, merge, or dissolve the FAC, or any similar advisory council at any time.

As of the date of this disclosure document, We currently do not have an FAC.

F. Computers; Computer Programs.

Your Business must have a computer system as specified in the Manual, which will operate Our currently-approved software. Your Business must also have inventory and accounting programs, Internet access, a telephone number, and voicemail system. We may require You to upgrade or update Your equipment, such as the computers, other hardware, programs and telephone system, with reasonable limitation on the frequency or cost of this requirement. You must install and maintain a high-speed Internet connection and other reasonably necessary utilities for Your Business.

We will have independent read-only access to the information that will be generated or stored in any electronic remote monitoring and/or computer system, such as inventory, accounting, financial and marketing information associated with Your Business. We will be the exclusive owner of all data generated from the operation of Your Business. There are no contractual limitations on Our right to access or otherwise use this information. You must take all reasonable measures, including granting any necessary permission rights to third parties, to ensure Our complete and uninterrupted access to this information. We may suspend or otherwise disable the remote monitoring software associated with Your Business without notice if You are in default of this

Agreement, including but not limited to, any delinquent amounts owed by You to Us, the Company, or an affiliate.

If We establish an online management and communication system for Your Business, You must participate fully with its requirements as stated in the Manual. If established, We estimate that the cost of this online management and communication system will be approximately $500 per year, although this will vary depending on the size of Your Business.

All of the designated equipment and software is available generally at competitive prices. The purchase cost of this hardware is estimated at $500 to $1,500; though, many franchisees will already own sufficient equipment prior to starting their Business, therefore not requiring them to purchase any equipment upfront. We do not require You to have a maintenance contract for Your computer system, but You may find it beneficial to do so. If You obtain a maintenance contract, Your annual maintenance costs are estimated to be near $500. Neither We, the Company nor any affiliate of Ours will provide You with any maintenance, updates or upgrades for Your computer systems.

G. Training.

As of the date of this disclosure document, Our Initial Training Program consisted of the following content with a duration of approximately 39 collective hours according to the following general outline:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Finding & Leasing a Location	1.3	0	Walden Galleria - Buffalo, NY
Accounting, Costing, Insurance	3	0	Walden Galleria - Buffalo, NY
Design & Décor	1	1	Walden Galleria - Buffalo, NY
Construction & Equipment	1	1	Walden Galleria - Buffalo, NY
Signage	0	1	Walden Galleria - Buffalo, NY
Preparing to Open	2	2	Walden Galleria - Buffalo, NY

Personnel & Training	2	2	Walden Galleria - Buffalo, NY
Items Offered for Sale	1	1	Walden Galleria - Buffalo, NY
Preparation of Products	1	2	Walden Galleria - Buffalo, NY
Sourcing and Supply Chain	2.3	0	Walden Galleria - Buffalo, NY
Paperwork, Labor, Food Cost Control and Inventory	2.3	2	Walden Galleria - Buffalo, NY
Evaluation and Compliance	1	1.6	Walden Galleria - Buffalo, NY
Cleaning and Maintenance	1	1.6	Walden Galleria - Buffalo, NY
Security and Safety	1	1	Walden Galleria - Buffalo, NY
Promotion and Marketing	1	2	Walden Galleria - Buffalo, NY
TOTAL	21	18.3	

NOTES:

(1) The above description reflects the typical content and schedule of Our mandatory Initial Training Program, but We may modify it from time to time.

(2) You must attend and successfully complete the Initial Training Program 60 days before opening Your Business. The Initial Training Program must be successfully completed to Our satisfaction. You will be responsible for paying all of Your personnel's travel, lodging, meals, salaries and other incidental costs. The Initial Franchise Fee includes tuition to the Initial Training Program for You and one additional person who will be assisting with the operation of Your Business. All managerial employees of Your Business must first attend the Initial Training Program unless otherwise exempted by Us in writing. Additional attendees whom We permit to attend must pay an additional tuition of $1,500 per person per training and cover their travel, lodging, meals, salaries and other incidental costs.

(3) Our instructors have over 35 collective years of experience in the restaurant industry. Specifically, these individuals have the following relevant experience:

Chris Covelli:

- Time with Franchisor: since inception (September 2015)
- Industry Experience: 5 years

-

Garret Green:

- Time with Franchisor: since inception (September 2015)
- Industry Experience: 1 year

David Taylor

- Time with Franchisor: since inception (September 2015)
- Industry Experience: 30+ years

(4) The materials used in the Initial Training Program include Our Manual, other training and business optimization materials, instructional videos and how-to guides. We may modify and/or add to Our training programs at any time for the purposes of improving the System and You must comply with such modifications. All of Our training resources and content, including the Initial Training Program, are proprietary and protected as trade secrets. You must maintain the confidentiality of this information and take reasonable steps to ensure that others involved with Your Business protect the same.

(5) The actual hours required for the Initial Training Program will depend on a variety of factors, including the trainee's prior experience in certain applicable areas and his or her ability to pass any written and/or practical exams to Our reasonable satisfaction.

(6) We may require that You and Your personnel attend additional training courses or programs covering operations and new product or procedure introductions. We may require You to pay a reasonable fee for the additional training. You may be required to pay for all travel, lodging, food costs and salaries for You and Your personnel to attend. We expect that additional training will be conducted at Our headquarters and other locations that We designate, that it will be one or two days in duration and cover changes in Your Business, the Products and Services, and System procedures.

ITEM 12

TERRITORY

You will receive the non-exclusive protected right to operate Your Business at a specific physical Location within a geographic area designated as Your Business area ("**Your Territory**"). The geographic location, area and size of Your Territory will be based on numerous factors including, but not limited to, the population and demographics of the area, and other considerations as We deem appropriate. Your Territory will be defined by Us and agreed to in Your Franchise Agreement. Typically Your Territory will be the lesser of: (i) an area with a population of 40,000 people; or (ii) a 3 mile radius. The demographic report used to determine population size will be based on US Census data. We reserve the sole and absolute right, without any obligation, to expand Your Territory in the future. With the exception of You defaulting under Your Franchise Agreement, Your Territory may only be reduced upon mutual written agreement by You and Us. We will not directly provide or authorize any other party to operate a #getfried® Business in your market, except from outlets that We own, that the Company owns, non-traditional locations in which We reserve the right to operate at, or from other channels of distribution of competitive brands that We control, as discussed below.

You will market Your Business and solicit customers only within Your Territory unless You have received Our prior written consent to the contrary. We reserve the absolute and unrestricted right to authorize other Businesses or franchisees to market and solicit customers at any other location other than the specific physical Location We have approved for You. Also excluded from any territorial protection You receive within Your Territory are: (i) existing clients of Ours or the Company; (ii) customers or prospective customers that contact Us or the Company directly; (iii) corporate accounts belonging to Us or the Company; (iv) any national organization; (v) airports; (vi) stadiums; (vii) colleges and universities; and (viii) casinos. Notwithstanding the foregoing, We will not sell any Franchises to any third party within Your Territory (as defined in Your Franchise Agreement) so long as you remain in full compliance with the terms of Your Franchise Agreement and any other agreement that You and We may be parties to.

You will not receive an exclusive Territory. You may face competition from outlets that We own, that the Company owns, or from other channels of distribution of competitive brands that We control. We are not required to pay You for selling products or services from inside Your Territory. We expressly and exclusively reserve all rights that We do not grant to You in Your Franchise Agreement.

The Franchise Agreement will not grant You any options, rights of first refusal or similar rights to acquire additional franchises within Your Territory or contiguous areas.

We have the sole and exclusive right to produce, license, distribute and market products using the Marks or other marks (such as pre-packaged products and beverages; books; clothing, souvenirs and novelty items) through any outlet anywhere and through any distribution channels. We are not required to pay You any compensation if We exercise any of these rights. If We decide it is appropriate, You may be provided non-exclusive retail rights to obtain Our proprietary Products at a distributor price and sell those proprietary Products within Your Territory as prescribed in the Manual.

We reserve the right to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided by Your Business in association with trademarks other than the Marks, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating. We reserve the right to be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided by Your Business in association with trademarks other than the Marks, or by another business, even if such business operates, franchises and/or licenses a business involved in the offer or sale of products or services which are the same as or similar to and which may compete with Your Business.

Your territorial rights are not dependent upon achievement of a certain sales volume, market penetration or any other contingency. You maintain rights to Your Territory even though the population increases.

ITEM 13

TRADEMARKS

You will receive the right to operate a Business under the name #getfried®. You may also use other current or future Marks as We designate to operate Your Business. By Marks, We mean trade names, trademarks, service marks and logos used to identify and operate Your Business. The Company has registered, or filed for registration, the following Marks with the United States Patent and Trademark Office ("**USPTO**") on its Principal Register:

Mark	**Application Date**	**Serial Number**	**Registration Date**	**Registration Number**
Get Fried	July 1, 2013	86,000,086	May 19, 2015	4,739,708
#getfried fry café	February 19, 2015	86,540,350	May 24, 2016	4,962,520

All required affidavits have been filed, and the Company intends to file any other affidavits to maintain its interests in and to the Marks. You must follow Our rules when You use any of the Marks. The Company has granted Us a license to use and franchise others to use the Marks in a written license agreement with an indefinite term. The license agreement can be cancelled only by the written mutual consent of both parties.

The "#getfried fry café" Mark has been filed for registration, but not yet been approved. Therefore, it does not have as many legal benefits and rights as a federally registered trademark. If Our right to use the trademark is challenged, You may have to change to an alternative trademark that We late require, which may increase Your expenses.

You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as We license to You. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by Us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be periodically updated.

As of the date of this disclosure document, there are no effective determinations of the USPTO, any trademark trial and appeal board, any state trademark administrator or any court, any pending litigation, interference, opposition, or cancellation proceeding involving any of the Marks. There are no agreements that limit Our right to use or franchise the use of the Marks. We do not know of any infringing uses that could materially affect Your use of the Marks other than the above-mentioned litigation. You do not acquire any ownership of these Marks or any right to the goodwill attributed to them.

The trademarks are the exclusive property of Ours and the Company. You will immediately notify Us of any infringement of, or challenge to, Your use of the trademarks or any marks identical to or confusingly similar to the trademarks, including any claims of infringement or unfair competition. While We will make reasonable efforts to protect Your rights to use the trademarks, We will have sole discretion to take or not to take action, as We deem appropriate. If We undertake the defense or prosecution of any litigation or administrative action involving You or any litigation or administrative action involving the trademarks, You agree to execute any and all documents and to do all acts and things that in the opinion of Our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in Our name or in Your name, as We will elect. We will not be required to participate in Your defense or indemnify You for expenses or damages if You are a party to an administrative or judicial proceeding involving the trademarks or if the proceedings is resolved unfavorably to You. Instead, at any time, You will modify or discontinue use of any franchise names or trademarks, or will use one or more substitute names or marks, if We so direct in writing at any time. Our sole obligation in this event will be to reimburse You Your tangible costs in complying with Our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will We be liable to You for any other damages, costs, losses, rights or detriments related to any modification, discontinuance or substitution. All obligations or requirements imposed upon You relating to the trademarks will apply with equal force to any modified or substituted names or marks. You must follow Our rules when You use the trademarks. You may not use the trademarks in any manner We have not authorized in writing.

We may change or modify any part of Our Marks at our sole discretion. You will accept, use and protect, for purposes of Your Business, all changes and modifications as if they were part of the Marks at the time the Franchise Agreement is executed. You will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will We be liable to you for any damages, costs, losses, or detriments related to any of these changes or modifications.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but You can use the proprietary information in the Manual, training materials, including DVDs and CDs, emails and confidential information. We do not own any rights in or licenses to any patent, pending patent, copyright or pending copyright that is material to the franchise. Although We have not made a copyright filing for the Manual, We claim a copyright and the information is proprietary. You are granted the right and are required to use the copyrighted items only with Your operation of Your Franchise during the term of Your Franchise Agreement.

In association with Your Business, We will provide You with information that is confidential and proprietary to Us, which may include Our trade secrets. Included in this, without limitation, is Our knowledge of the System, equipment suppliers, site selection and approval criteria, service agreements, techniques, sales strategies, best practices, and all contents of the Manual. You agree to at all times maintain strict confidentiality of all confidential information and to not share or otherwise discuss any of this information on any forum, regardless of its medium, other than those expressly designated by Us. This confidentiality requirement will survive the termination or natural end of the Franchise Agreement and Your Business. You must not use any of Our confidential and/or proprietary information for any other business or other manner not expressly approved by Us in advance and in writing. You will be responsible and liable for any unapproved use or misappropriation of Our trade secrets, confidential and/or proprietary information by any employee, independent contractor or other representative of Your Business.

ITEM 15

______OBLIGATION TO PARTICIPATE IN ~~THE~~ ~~ACTUAL~~THEACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or a designated employee, independent contractor or representative of Yours who has successfully completed Our Initial Training Program and Online Training Curriculum and been approved by Us ("**Designated Manager**"), must directly supervise and participate in the actual day-to-day operation of Your Business. Our approval of any Designated Manager will be based on the same criteria that We use when awarding franchises.

If You are an entity, We do not require that Your Designated Manager own an equity interest in You. There are no restrictions on whom You may hire as Your Designated Manager, but the Designated Manager must successfully complete Our Initial Training Program and be certified by Us. Neither You nor the Designated Manager may have an ownership interest in or business relationship with any of Our business competitors, unless otherwise approved by Us in advance and in writing, except for ownership of 5% or less of any publicly traded company. You must require Your owners, officers, directors, executives, members, managers, shareholders, partners, employees and other representatives to sign a non-competition agreement provided by Us.

If You are a legal entity such as a corporation, partnership or limited liability company, one of Your owners must be approved by Us to be Your Designated Manager. All of Your owner(s) must personally guarantee the Franchise Agreement.

Our Step-In Rights. As outlined in the Franchise Agreement, to prevent any interruption of the franchised business that may cause harm to the franchise and to our franchise system and lessen their value, We may step in to operate Your Business when We deem necessary. Reasons may include Our determination that You: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against Your business property; or We decide that operational problems require Us to operate the franchise for a time.

All Revenue derived from Our operation of the franchise will be for Your account. We may pay from that Revenue all expenses, debts and liabilities We incur during Our operation of Your Business. We will keep in a separate account all Revenue generated by the operation of Your Business, less the expenses of the business, including reasonable compensation and expenses for Us and Our representatives.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those services and products that We have approved. You must offer all products and services that We designate as required for all franchisees. These required products and services are described in the Manual. You must obtain Our prior written approval for any other products and services to be offered by Your Business. If We implement customer satisfaction programs for all franchisees, You must participate fully with these requirements as stated in the Manual. You may not purchase, lease or otherwise acquire any products, equipment, or services offered by Us or the Company from any other supplier unless We have expressly agreed otherwise in writing.

We may change the types of authorized products and services that You must offer from Your Business, and You must comply with those changes. There are no limits on Our right to make such changes. These changes will be described in the Manual when they are made.

Except as described above and in ITEM 8, You are not restricted by the Franchise Agreement or any other requirement imposed by Us relating to the products or services You may offer or sell and/or the customers to whom You may sell, except that You may not directly solicit customers outside of Your Territory without Our prior written consent.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

Provision	Section	Summary
a. Length of the franchise term.	FA: § 4 ADA Section 3	Initial term of Your Franchise is 10 years. 12-60 months per the Development Schedule
b. Renewal or extension of the term.	FA: § 4	You may renew the franchise for up to 5 additional 10-year terms if certain conditions are met.
c. Requirements for franchisee to renew or extend.	FA: § 4	Provide Us 6-12 months' notice; no defaults during last 12 months; material and timely compliance with Franchise Agreement during initial term; satisfied all monetary obligations owed to Us, the Company, and Your suppliers; completed all required training; made all requested changes in operating personnel; modernized the Business and other equipment; payment of renewal fee; and sign Our then-current franchise agreement and general release. You may be required to sign an agreement(s) with materially different terms and conditions from the original agreement(s).
d. Termination by You with or without cause.	None	
e. Termination by Us without cause.	None	
f. Termination by Us with cause.	FA: § 17 ADA Section 4	We can terminate only if You default. We can terminate only if you are in default.
g. "Cause" defined as defaults which can be cured.	FA: § 17	You have 30 days after notice to cure defaults (except defaults in payment to Us, in which case You only have 10 days to cure after notice). Includes defaults in other franchise agreements with Us. No cure period for default repeated twice within any twelve-month period.

h. "Cause" defined as defaults which cannot be cured.	FA: § 17 ADA Section 4	Non-curable defaults: Bankruptcy or similar action, loss of possession, material misrepresentation in obtaining franchise, violation of health and safety laws, conviction of a felony, sharing of confidential or proprietary information, failure to obtain consent to transfer rights, or repetition of a default within any 12 month time period. Any material violation or breach of the Franchise Agreement is deemed a material breach of any other franchise or other agreement between you and us. We may also terminate the Area Developer Addendum if you fail to open franchises per the Development Schedule.
i. Obligations on termination.	FA: § 17	Immediate obligations include no more use of Our name, Marks or proprietary information; payment of all outstanding amounts owed; return of Our Manual(s), and proprietary equipment; relinquish all customer data and lists to Us; transfer telephone numbers and directory listing to Us; and de-identify all parts of Your Business.
j. Assignment of contract by Us.	FA: § 19	No restriction on Our right to assign.
k. "Transfer" by You-definition.	FA: § 15	Includes transfer of rights under Franchise Agreement and ownership change.
l. Our approval of transfer by franchisee.	FA: § 15	We have the right to approve all third party transfers but will not unreasonably withhold approval.
m. Conditions for Our approval of transfer.	FA: §15	No default, assets of the Business in standard condition, payment of all amounts owed to Us and Our affiliates, payment of transfer fee, transferee qualifies and passes training, current Franchise Agreement signed by transferee and release and non-competition agreement signed by You.
n. Our right of first refusal to acquire Your business.	FA: § 15	We can match any offer for Your franchise Business.
o. Our option to purchase Your business	FA: § 15, 17	We may purchase Your Business assets at fair market value if the agreement is terminated.

p. Your death or disability.	FA: § 16	Approval by Us of heir or sale within six months to an approved buyer.
q. Non-competition covenants during the term of the franchise.	FA: § 14	No interest in a Business or similar business offering the same or similar products and services as those offered in a #getfried® Business ("**Similar Business**") without Our advanced written approval.
r. Non-competition covenants after the franchise is terminated, transferred or expires.	FA: § 14	No interest in any Similar Business for 2 years within 25 miles of Your Territory, of Businesses owned by Us or the Company, or any of Our other franchisees' Businesses.
s. Modification of the agreement.	FA: § 19	Only written and signed modifications to the Franchise Agreement, but Manual subject to change at any time at Our sole discretion.
t. Integration/ merger clause.	FA: § 19	The agreement between the parties is limited to the agreement and other documents referred to therein. 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.	FA: § 18	Except for certain claims, and subject to state law, all disputes must be arbitrated in accordance with the procedures of the Franchise Arbitration & Mediation Service ("FAM") or its successor in the county where Our headquarters are located ("**Home County**"), currently Erie County, New York.
v. Choice of forum	FA: § 18	Subject to state law, and except for injunctions filed by Us, any arbitration or litigation must be in Our Home County.
w. Choice of Law.	FA: § 18	Subject to state law, the laws of the State of New York apply, except the Lanham Act shall also apply to provisions concerning trademarks, trade names, services marks, slogans, copyrights, designs, emblems, logos, trade dress, trade secrets and commercial symbols.

PUBLIC FIGURES

We do not use any public figure to promote Our franchises but may do so in the future.

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 businesses 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 Business You are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised businesses. We also do not authorize Our employees or representatives to make any such representation either orally or in writing. If You are purchasing an existing Business, however, We may provide You with the actual records of that Business.

If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor's management by contacting Our Legal Department at 357 Crescent Avenue, Buffalo, New York; (716) 868-5050, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

BUSINESSS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEM WIDE BUSINESS SUMMARY
For Fiscal Years Ended ~~2014~~2015 to 2017~~2016~~

Column 1 Business Type	Column 2 Year	Column 3 Businesses of the Start of the Year	Column 4 Businesses at the End of the Year	Column 5 Net Change
Franchised	2015~~2014~~	0	0	0
	2016~~2015~~	0	~~0~~2	~~0~~+2

	2017~~2016~~	~~0~~2	~~4~~5	+~~4~~3
Company - Owned	2015~~2014~~	0	~~0~~2	~~0~~+2
	2016~~2015~~	~~0~~2	2	~~+2~~0
	2017~~2016~~	2	2	0
Total Businesses	2015~~2014~~	0	~~0~~2	~~0~~+2
	2016~~2015~~	~~0~~2	~~2~~4	+2
	2017~~2016~~	~~0~~4	~~6~~7	+~~4~~3

Note: Our Fiscal Year ends December 31

Table No. 2
TRANSFERS OF BUSINESS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
For Fiscal Years Ended ~~202014~~2015 to 2017~~2016~~

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Texas	2015	0
	2016	0
	2017	1
Totals	2015~~2014~~	0
	~~2015~~	~~0~~
	2016	0
	2017	0

Table No. 3
STATUS OF FRANCHISED BUSINESS
For Fiscal Years Ended ~~2012~~2015 to ~~2014~~2017

Column 1 State	Column 2 Year	Column 3 Businesses at Start of Year	Column 4 Businesses Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Businesses at End of the Year
~~New York~~California	2015~~2014~~	0	0	0	0	0	0	0
	2016~~2015~~	0	0	0	0	0	0	0
	~~2016~~2017	0	~~2~~1	0	0	0	0	~~2~~1
Texas	~~2014~~2015	0	0	0	0	0	0	0
	2016~~2015~~	0	~~0~~2	0	0	0	0	~~0~~2
	~~2016~~2017	~~0~~2	2	0	0	0	0	~~2~~4
Total	~~2014~~2015	0	0	0	0	0	0	0
	2016~~2015~~	0	~~0~~2	0	0	0	0	~~0~~4
	~~2016~~2017	~~0~~2	~~4~~3	0	0	0	0	~~4~~5

Table No. 4

STATUS OF COMPANY BUSINESS
For Fiscal Years Ended ~~2014~~2015 to ~~2016~~2017

Column 1 State	Column 2 Year	Column 3 Businesses at Start of Year	Column 4 Businesses Opened	Column 5 Businesses Reacquired from Franchisees	Column 6 Businesses Closed	Column 7 Businesses Sold to Franchisees	Column 8 Businesses at End of the Year
NY	~~2014~~2015	0	0	0	0	0	0
	~~2015~~2016	0	2	0	0	0	2
	~~2016~~2017	2	0	0	0	0	2
Total	~~2014~~2015	0	0	0	0	0	0
	2016~~2015~~	0	2	0	0	0	2
	~~2016~~2017	2	0	0	0	0	2

Table No. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2016~~2017

State	Franchise Agreements Signed But Business Not Opened	Projected Franchised New Businesses In The Next Fiscal Year	Projected Company Owned Businesses Opening In Next Fiscal Year
~~New York~~Dallas	~~0~~1	1	~~2~~0
California	0	1	0
Totals	~~0~~1	2	~~2~~0

A list of the names of all franchisees, the city and state where they are based, and their primary telephone number is provided in Exhibit E to this disclosure document.

The name, city, state and current business telephone number (or if unknown, the last known telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with Us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit F to this disclosure document when applicable. **If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.**

During the last three fiscal years, We have signed no settlement agreements containing confidentiality clauses with current or former franchisees.

You should be aware that We are required by law to disclose Your contact information to other franchise purchasers if You become a franchisee or leave Our franchise system.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with Our System and no such association has asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Our fiscal year end is December 31. Attached as **Exhibit D** to this disclosure document are Our audited financial statements dated December 31, 2017, 2016 and 2015.

The franchisor has not been in business for three years or more, and cannot include all financial statements required. We have no other audited or unaudited financial statements to provide as We were not formed until September 2015.

ITEM 22

CONTRACTS

Copies of the following agreements are attached:

A. Franchise Agreement with Exhibits and State Addenda

ITEM 23

RECEIPTS

You will find two copies of a detachable receipt at the very end of this disclosure document.

It is important that You sign, date and return a Receipt to Us. As noted on the cover page, this disclosure document is available in electronic format, in which case You must print a copy of the Receipt and send a signed and dated copy to Us. Thank you.

EXHIBIT A

FRANCHISE AGREEMENT

Franchise Agreement

Franchise Unit: _____

Franchisee Name

____

Approximate Territory

____

Agreement Date

____

TABLE OF CONTENTS

EXHIBIT D 11

AREA DEVELOPMENT ADDENDUM FOR MULTIPLE FRANCHISE LOCATIONS
11

GET FRIED FRANCHISE GROUP LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _______________, 2015 (the "Effective Date," regardless of the dates of the parties' signatures) by and between Get Fried Franchise Group LLC, a New York limited liability company with its principal business address at 38 Anderson Place, Suite 4, Buffalo, New York, 14222 ("We," "Us," or "Our"), and __________________________, whose principal business address is ______________________________________ ("You" or "Your").

1. KEY TERMS

A. The System

"System" – The business methods, designs, knowhow and arrangements for developing and operating #getfried® businesses, which include the Trademarks, trade dress, building design and layouts, equipment, training, products, services and certain operating and business standards and policies, all of which We may improve, further develop or otherwise modify from time to time.

B. Gross Sales

"Gross Sales" means all receipts generated by Your Business from any source including sales, exchanges, services, labor, service charges, etc. Credit sales shall be calculated as of the date of sale without deduction for uncollected credit accounts. Gross Sales shall not include bona fide credits for returns of merchandise, promotional discounts, or the amounts collected and paid to appropriate governmental authorities under the provisions of any Sales Tax, Retailer's Occupation, or similar Act. The proceeds from any business interruption insurance or eminent domain recovery You receive are included in Gross Sales.

C. Trademarks

"Trademarks" means collectively, those trademarks, service marks, trade names and other commercial symbols and related logos, including the trade name "#getfried®," together with such other trade names, trademarks, service marks, symbols, logos, distinctive names, and elements, trade dress, logos, designs, insignia or other items which may be designated by Us from time to time.

D. Manual

"Manual" means, collectively, all books, pamphlets, bulletins, memoranda, letters, notices, computer media (i.e. computer software, CD-ROM) or other publications, documents or electronic media prepared by or on behalf of Us for use by franchisees generally or for You in particular, setting forth information, advice, standards, requirements, operating procedures, recipes, instructions or policies relating to the operation of outlets, as We may amend from time to time.

E. Franchised Business

"Franchised Business" means the business operated by You under this agreement located at ______[physical address]______ (the "Premises").

F. Control Person (Principal Owner)

"Control Person" means an individual who has the authority to, and does in fact, actively direct Your business affairs in regard to the Franchised Business and is responsible for overseeing the general management of the day-to-day operations of the Franchised Business. Unless You notify Us otherwise in writing, a Control Person who does not have an ownership interest in the Franchised Business shall be deemed to have authority to sign on Your behalf on all contracts and commercial documents. If You consist of one or more individuals, each such individual shall be deemed to be a Control Person of the Franchised Business.

2. GRANT

A. Grant of Rights

Subject to the provisions of this Agreement and for the term hereinafter specified, We hereby grant to You a non-exclusive right to operate a Franchised Business at and only at the Premises and a non-exclusive license to use the System and Trademarks solely and exclusively in the operation thereof. Termination or expiration of this Agreement shall constitute a termination or expiration of the rights and license granted herein to You.

B. Non-Exclusive Territory

The rights granted to You are site specific, for use only at the Premises identified in Section 1(e) of this Agreement, and provide no rights of exclusivity to You. Accordingly, Your rights do not include (i) an exclusive area within which We or Our affiliates agree not to issue competing franchises or operate competing businesses, (ii) any right to sell products and items identified by the Trademarks at any location other than at the Premises or through any other channels or methods of distribution, including the Internet (or any other existing or future form of electronic commerce) and pre- packaged retail sales, (iii) any right to sell products and items identified by the Trademarks to any person or entity for resale or further distribution, or (iv) any right to exclude, control or impose conditions on the location or development of future stores at any time.

Notwithstanding the foregoing, so long as You remain in full compliance of this Agreement during the term and any renewal term, We will not sell franchises or allow other franchisees to market or otherwise conduct operations within a three (3) mile radius of the Premises (the "Territorial Protection").

We expressly reserve the rights to the following customers and accounts, which are excluded from Your Territorial Protection: (i) existing clients of Ours or Our Affiliates; (ii) customers or prospective customers that contact Us or Our Affiliates directly; (iii) corporate accounts belonging to Us or Our Affiliates; (iv) any national organization; (v) airports; (vi) stadiums; (vii) colleges and universities; and (viii) casinos.

C. Reservation of Rights and Alternate Channels of Distribution

We and Our affiliates (and Our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of Our rights with respect to the Trademarks, the System and the Franchised Businesses anywhere in the world, and the right to engage in any business whatsoever, including the right to:

i. issue competing franchises or operate competing businesses identified by the Trademarks for or at locations, as determined by Us and Our affiliates, including in close proximity to the Franchised Business location;

ii. distribute or sell products identified by the Trademarks, or any other trademarks, service marks, trade names and commercial symbols, through any distribution channels or methods, including the Internet (or any other existing or future form of electronic commerce) and pre-packaged retail sales, which periodically may be established or licensed by Us or Our affiliates; and

iii. operate, and grant to others the right to operate establishments identified by trade names, trademarks, service marks or trade dress, other than the Trademarks, pursuant to such terms and conditions as We deem appropriate which may include locations in close proximity to the Franchised Business location.

3. INITIAL FEES & ROYALTIES

D. Initial Franchise Fee

In consideration of You receiving the opportunity to establish the Franchised Business, and conduct it at the Premises, You shall pay to Us, upon the execution of this Agreement, an initial, non-recurring, non-refundable franchise fee in the amount of Thirty Thousand Dollars ($30,000). The Initial Franchise Fee shall be deemed to be fully earned by Us upon Our execution of this Agreement and in consideration of the grant by Us to You of the opportunity to establish the Franchised Business as herein provided. You shall not be entitled to a refund of any part thereof, regardless of the date of expiration or termination of this agreement.

E. Continuing Royalty

In return for the on-going rights and privileges granted to You hereunder, You shall pay to Us, throughout the term of this Agreement, a royalty of six percent (6%) of Gross Sales for each calendar month. All royalties are payable in arrears on or before the 8th day of each month for the Gross Sales generated by You during the immediately preceding month.

F. Late Payments

In the event a payment due from You to Us or Our affiliate becomes delinquent, You must pay Us a service charge equal to fifty dollars ($50) per day in addition to interest at ten percent (10%) per annum, or the highest legal rate. The service charge and interest will accrue daily until the delinquent amount is paid in full. A payment shall be deemed delinquent for any of the following reasons: (i) the payment is not received by Us on or before the date due; (ii) the payment is received by Us on or before the due date, but is not honored by Your bank or financial institution; or (iii) if You are required to pay by electronic transfer of funds or some other method of payment as described above, there are insufficient funds in Your bank account to collect the payment by a transfer of funds on or after the date due. The service charge is not a penalty. It is only to compensate the Us for increased administrative and management costs due to late payment. In addition to any service charge, You will be responsible for reimbursing Us for the full amount of any fees that We incur from Your financial institution as a result of a failed payment or otherwise insufficient funds.

G. Electronic Fund Transfers

We have the right to require You to sign electronic transfer of funds authorizations, and/or such other documents as We designate from time to time, to authorize and direct Your bank or financial institution to transfer either electronically or through some other method of payment designated by Us, directly to Our account or Our affiliates and to charge to Your account all amounts due to Us and/or Our affiliates by Your authorizations shall permit Us and/or Our affiliates to designate the amount to be transferred from Your account. If We require payment through the electronic transfer of funds or through some other method of payment, You shall thereafter maintain a balance in its account sufficient to allow Us and Our affiliates to collect the amounts owed to them when due. You shall be responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph. You acknowledge and agree that We have the right to require You to pay either by electronic transfer of funds or through some other method of payment designated by the Us, as described in this subparagraph, regardless of whether We impose the same requirement on other Franchisees.

H. Application of Payments

All payments by You will be applied in such order as We may designate from time to time. You agree that You may not designate an order for application of any fees different from that designated by Us and You expressly acknowledge and agree that We may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by Us, which written agreement must be separate from the check or other document or medium constituting or transmitting payment.

4. <u>TERM</u>

I. Initial Term

The term of this agreement (the "Initial Term") shall commence on the date hereof, and shall expire at midnight on the day preceding the tenth (10th) anniversary thereof, unless terminated sooner in accordance with the provisions of this Agreement or unless the lease of the Premises expires after the tenth anniversary of this Agreement. If the lease of the Premises expires on a date after the tenth (10th) anniversary of this Agreement, the Initial Term shall be extended to coincide with the expiration of the lease of the Premises.

J. Renewal and Renewal Conditions

We may, at Our option, renew Your franchise for five (5) additional periods of ten (10) years, provided that, at the time of renewal:

i. You give Us written notice of such election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the Term;

ii. You execute Our then-current standard form of Our Franchise Agreement, which may include, without limitation, a higher royalty fee and a higher advertising contribution, if any, than that contained in this Agreement;

iii. You must execute Our then-current form of a general release, releasing Us and Our affiliates from any and all claims and/or causes of action up until that point in time;

iv. You are not in default of any provision of this Agreement, or any amendment hereof or successor hereto, or any other agreement between You and Us, or any subsidiary or affiliate of Ours, and You have fully and faithfully performed all of Your obligations throughout the Term;

v. You have paid or otherwise satisfied all monetary obligations owed You to Us and Our subsidiaries and affiliates and You have timely paid or otherwise satisfied these obligations throughout the term of this Agreement;

vi. You agree, at Your sole cost and expense, to reimage, renovate, refurbish and modernize the Franchised Business, within the time frame required by Us, including the building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials to meet Our then-current standards, specifications and design criteria for the Franchised Business, as contained in the then-current Franchise Agreement, Manual (as defined herein), or otherwise in writing, including, without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so; and

vii. You shall have paid to Us a renewal fee equal to ten thousand dollars ($10,000).

5. <u>TRAINING AND OPERATING ASSISTANCE</u>

K. Initial Training by the Franchisor

We shall provide to You, prior to the opening of the Franchised Business, for You and one (1) other key employee designated by You and approved by Us, a training course of such duration and at such location as We may deem necessary, covering all phases of the System. You and Your trainee shall be obligated to attend, and successfully complete to Our satisfaction, Our training course no later than sixty (60) days prior to You opening Your Franchise Business. You shall be responsible for all travel, lodging, living expenses and wages payable to any trainees. No wages shall be payable by Us to any such trainee for any service rendered at any outlet during the course of such training. Additional training, start-up assistance or retraining or refresher courses may be provided by Us (although We are not required to do so) at a cost to You based on Our then-current daily fee for Our personnel performing such training or assistance, plus other reasonable expenses, including all travel, meal and accommodation expenses. If You wish to train additional individuals, subject to Our approval, You must pay Us the additional training fee, which is currently one thousand five hundred ($1,500) per person. You must also pay for their travel, lodging, living expenses and wages.

L. Grand Opening Assistance

We will provide You with a grand opening promotional package, which includes signage, coupons and gift certificates. Based on Our sole discretion, We may also provide You with on-location grand opening assistance for up to five (5) days within the first thirty (30) days of You opening Your Franchised Business. You may be required to pay Our reasonable expenses for travel, lodging, living and wages.

M. Ongoing Training by the Franchisor

To assist You in the operation of the Franchised Business, We may offer, but are not obligated to offer, additional training programs and/or refresher courses to You, Your branch manager/operations manager and/or Your employees from time to time. We may require Your attendance at these programs and/or courses. You are responsible for all expenses related to this additional training, for Yourself, Your branch manager/operations manager, and Your employees, including transportation to and from the training site and lodging, meals, and wages during such training. The additional training programs and refresher courses, if offered, will be at Our then-current tuition for such training.

N. Franchisor's Operating Assistance

We may advise You from time to time regarding operating issues concerning the Franchised Business disclosed by reports You submit to Us or on-site inspections that We will make from time to time. Such guidance may be furnished in Our Manual, bulletins or other written materials (including electronic communication) and/or during telephone consultations and/or consultation at Our office or the Franchised Business. In addition, We may furnish guidance to You with respect to:

i. standards, specifications and operating procedures and methods utilized by the Franchised Business;

ii. purchasing, required fixtures, furnishings, equipment, signs, products, materials and supplies;
iii. advertising and marketing programs;
iv. administrative, bookkeeping and accounting procedures; and
v. use of authorized and approved computer systems.

6. <u>LOCATION</u> <u>AND</u> <u>PREMISES</u>

O. Approval and Choice of Location and Franchisor's Approval

You acknowledge that, within ninety (90) days of signing of this Agreement, You will find and submit to Us a location for the Franchised Business. We will approve or disapprove of Your proposal within ten (10) days. Depending on the location of Your Territory, and based in Our sole discretion, We may have a broker that We have partnered with to assist You in sourcing locations for Your Franchised Business. You may decide whether to use the services of any broker that We have partnered with. You will not incur any charge from Us in working with a broker that We have partnered with. You acknowledge and agree that Our consent to the location, and any information regarding the location communicated to You regarding the standard site selection criteria for the Franchised Businesses, does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the location for the Franchised Business or for any other purpose. Our recommendation of, or consent to, the location indicates only that We believe that the location falls within the acceptable criteria for locations that We have established as of the time of the consent to the location. You acknowledge and agree that Your selection of the location is based on Your own independent investigation of the suitability of the location. Failure to propose a location for Your Franchise Business within this time period may result in the termination of Your Franchise Agreement without refund.

P. Lease of the Location

You must lease the location for Your Franchised Business within six (6) months after signing this Agreement. You must receive Our written approval before executing the lease for the location. Failure to sign a lease within this timeframe constitutes grounds for immediate termination of this Agreement and the loss of Your Initial Franchise Fee. We have the right, but not the obligation, to review and approve the terms of any lease for the location, and You agree to deliver a copy to Us for approval before it is signed. You agree that any lease for the location must be in form and substance satisfactory to Us.

You acknowledge and agree that any location We select or approve, and any lease We approve will be with the understanding that it meets Our minimum acceptable criteria. The criteria are not a representation or guarantee that the location will be successful or that the terms of the lease are reasonable. You acknowledge that You are responsible for reviewing and determining the appropriateness and desirability of the lease. We will have no liability with respect to the selection or approval of a location or any lease for the Premises, nor liability with respect to any site recommendations We make.

Before You enter a lease or purchase agreement for the Franchise Premises, You will submit the lease or purchase documents to Us for approval. Lease documents must include the Franchise Premises Lease Agreement Rider (Exhibit C) or otherwise include an assignment of the lease in a form We approve, pursuant to which We may assume the lease as provided below.

Q. Opening of the Location

You must open Your Franchised Business within twelve (12) months of the date of this Franchise Agreement. If You fail to open Your Franchised Business within this time period, We may, at Our sole discretion, terminate this Franchise Agreement without refund.

R. Lease Assumption and Real Property Security Assignments

Unless otherwise agreed in writing, any lease You enter into will provide that You may assign that lease to Us without penalty or charge. The lease will further provide that upon termination or expiration of this Agreement, We will have an option, exercisable within thirty (30) days after termination or expiration, to be substituted for You in all respects under the lease and to sublease the Premises to another franchisee. You will deliver to Us a true copy of the lease and any additions or amendments to it promptly after they are executed.

If You own the Premises used for the operation of the Franchise, You will not mortgage, pledge or otherwise assign as security the premises during the term of this Agreement without Our prior written approval. Upon termination or expiration of this Agreement, You will give Us a reasonable and good faith opportunity to lease the Premises and to continue business operations there. The fair value of and fair terms for the lease and for all related equipment, fixtures, signs, equipment leases and personal property will be determined in Erie County, New York by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the lease and fair terms for the transaction. The appraisers must exclude from their decision any amount or factor for the "goodwill" or "going concern" value. The decision of the majority of the appraisers will be conclusive. At any time within 30 days after receiving the appraisers' decision, at Our option, We may enter into the lease at the price and upon the terms determined by the appraisers.

If Your Franchise Premises is at a retail location, any lease or sublease of the Franchise Premises will contain substantially the following provisions:

1. Anything contained in this lease to the contrary notwithstanding, lessor agrees that without lessor’s consent, this lease and Your right, title and interest, may be assigned by You to Us, without cost or penalty.

2. A provision reserving to Us the right, at Our election, to receive an assignment of the leasehold interest upon termination or expiration of this Agreement.

3. An express right of de-identification in the following form:

Upon termination or non-renewal of this Lease, Tenant may de-identify the leased premises. If Tenant fails to do so, Get Fried Franchise Group LLC is given the express right to de-identify. De-identification consists of removal of all signs; modification or remodeling of all identifying architectural features; repainting as necessary to no longer use the color scheme used by Get Fried Franchise Group LLC; and any other steps necessary (in the sole discretion of Get Fried Franchise Group LLC) to effectively distinguish the formerly leased premises from Get Fried Franchise Group LLC's proprietary design(s).

If We cure any breach by You under the lease or sublease, the total amount of all costs and payments We incur in effecting the cure will be immediately due and owing by You to Us.

S. Lease by the Franchisee

You may not execute a lease, sublease, or any modification thereof without Our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to Your ability to comply with its terms. We do not, by virtue of approving the lease, sublease, or any modification thereof, assume any liability or responsibility to You or to any third parties. Such approval indicates only that We believe that the location and certain terms of the lease, sublease, any modification thereof, fall within the acceptable criteria established as of the time of approval. You further acknowledge that We have advised You to seek legal counsel to review and evaluate the lease. You must deliver a copy of the fully signed lease, sublease, any modification thereof, to Us within five (5) days after its execution.

T. Relocation

With Our consent, You may apply to relocate the Franchised Business to a location within the Territory, subject to Our then-current Relocation Policy. Currently, Our Relocation Policy requires payment by You to Us in the amount of five thousand dollars ($5,000) for Our expenses related to Your relocation prior to You signing a lease for the new location. We will consent to or reject Your relocation application in accordance with Our then-current Relocation Policy, as provided in the Manual. If the Franchised Business is temporarily closed pending relocation, You may not assign any interest in the franchise to another party or entity until such time as the Franchised Business is reopened and in operation.

U. Modernization or Replacement

You shall effect such items of modernization, refurbishing and/or replacement of the building, Premises, equipment, signage and grounds as may be reasonably necessary to permit the same to reasonably conform to the standards then-prescribed by Us for similarly situated Franchised Businesses (i) as a condition of the renewal of this Agreement; and (ii) every five (5) years, or any shorter period required by any lease for the Premises, provided, if this last requirement is triggered within two (2) years prior to the expiration of a nonrenewable lease, You shall not be required to effect the same, unless the landlord of the Franchised Business Premises requires You to modernize under the terms of the lease. You acknowledge and agree that the requirements of this subparagraph are both reasonable and necessary to insure continued public acceptance and patronage of the Franchised Business and to avoid deterioration or obsolescence in connection with the operation of the Franchised Business.

7. DESIGN AND CONSTRUCTION

V. Development of Premises by the Franchisee

You shall construct and equip the Premises in conformity with the System standard layout plans, specifications and drawings approved by Us. We shall have the right to inspect the construction and development of the Premises at all reasonable times. The cost of plans, designs, drawings, and specifications, any commissions or broker's fee payable by Us to find or secure the Premises and/or You, and all costs and expenses pertaining to the construction and equipping of the Premises shall be borne exclusively by You. We shall provide such advice and assistance to You in constructing and equipping the Premises as may reasonably be required. You agree to do or cause to be done the following at Your sole cost and expense:

i. ensure that all applicable laws, building codes, permit requirements and lease requirements and restrictions are complied with in connection with such construction;

ii. obtain all required building, utility, sign, sanitation and business permits and licenses and any other required permits and licenses;

iii. construct all required improvements to the Premises and decorate the Premises in compliance with plans and specifications approved by Us;

iv. subject to the provisions hereof, purchase or lease and install all fixtures, equipment and signs required for the Premises by Us; and

v. present a chosen contractor and contractor's tender for approval by Us and retain and compensate all contractors, subcontractors or other professionals required in connection with the construction and development of the Premises.

W. Licenses and Permits

You must at all times maintain the Premises and conduct operations in compliance with all applicable laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to the Franchised Business.

X. Fixtures, Equipment, Signs and Computers Systems

You agree to use in the operation of the Franchised Business only those brands or types of fixtures, equipment (including without limitation, computers, tablets, cash registers and point of sales systems), and signs that We have approved as meeting its specifications and standards for design, appearance, function, performance and serviceability. We may require You to purchase one or more of these items from Us or Our affiliates. You may purchase approved brands or types of fixtures, equipment and signs only from suppliers approved by Us, which may include Us or Our affiliates. You further agree to place or display at the Premises (interior and exterior) only such signs, emblems, lettering, logos and display materials that are from time to time approved in writing by Us.

Y. Commencement of Operations

You agree not to open the Franchised Business until: You are notified by Us that the Franchised Business meets Our standards and specifications; You are fully-staffed; You have successfully completed training to Our satisfaction; You have an approved marketing plan; We have been furnished with copies of all insurance policies required by this Agreement and the lease, or such other evidence of insurance coverage and payment of premiums as We request or accept them; You have obtained all required permits, licenses, and certifications for operating the Franchised Business, and the location is in compliance with all laws, rules and regulations; and all applicable franchise fees and other amounts owing to Us or Our affiliates have been paid.

8. OPERATION OF FRANCHISED BUSINESS

Z. Ongoing Duties and Obligations of Franchisee

You acknowledge that We have invested and are investing time and capital in the advertising and promotion of Our franchises and other outlets as a chain of outlets conducting business in a uniform and high quality manner. You understand and acknowledge that such advertising and promotion by Us has created and is creating goodwill and customer association in the Trademarks, which benefit Us, You and all other franchisees. You acknowledge that, to foster and preserve such goodwill, it is necessary for You to operate the Franchised Business in a manner and to a quality consistent with the System and the businesses heretofore operated by Us and/or its franchisees. You agree to operate the Franchised Business strictly in accordance with the System, whether contained in the Manual, or otherwise. Without limiting the generality of the foregoing, You agree as follows:

i. to operate the Franchised Business with due diligence and efficiency in an up-to-date, quality and reputable manner during such days, nights and hours as may be designated by Us for the Premises;

ii. You shall ensure that at all times prompt, courteous and efficient service is accorded to Your customers. You shall in all dealings with Your customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct;

iii. You shall sell such products and services, and only such products and services, as meet Our uniform standards of quality and quantity, as have been expressly approved for sale in writing by Us and as have been prepared in accordance with Our methods and techniques for product preparation. You shall sell all approved products and services, and You shall not offer for sale any other products or services from the Premises. You shall immediately discontinue the sale of any products or services of any kind whatsoever as We prohibit in writing;

iv. You agree to maintain the condition and appearance of the Franchised Business and the equipment used therein consistent with the then-current image, as it may be updated from time to time, of Our franchised outlets as attractive, modern, clean, convenient and efficiently operated business offering high quality products and service. You agree to effect such maintenance of, and repairs to, the Premises and the equipment installed therein as is reasonably required on a regular and frequent basis and maintain such condition and appearance;

v. You shall not make or cause to be made any alterations to the interior or exterior of the Premises so as to modify the appearance thereof or any alterations or replacements of any of the leasehold improvements, fixtures or equipment at the Premises without first having obtained Our written approval.

vi. You shall participate fully in all national, regional and local promotions that We initiate;

vii. You shall, upon Our request and at Our option, make available for a reasonable period of time each member of Your staff and manager for training or retraining by Us, at Our head office or other locality designated by Us. Such training or retraining shall be conducted at no cost to You, provided however, that You shall be responsible for all travel, wages, food and lodging costs;

viii. You shall comply with all municipal, state and federal laws and regulations and shall obtain and at all times maintain and keep in good standing, any and all permits, certificates and licenses necessary for the proper conduct of the Franchised Business pursuant to the terms of this Agreement;

ix. You shall devote Your full time and attention to the establishment, development and operation of the Franchised Business;

x. You agree that, if We specify, all items will be displayed and served in containers bearing accurate reproductions of the Trademarks, which reproductions shall be submitted to Us for prior written approval before usage. All promotional, packaging and point of sale materials, and like articles used in connection with the Franchised Business shall be of a quality and style and bear such reproductions of the Trademarks as We shall specify and all art work and reproductions used in connection therewith shall conform to specifications We establish and be submitted to Us for prior written approval before usage. You must purchase such imprinted items only from Us, Our affiliates, or suppliers approved by Us.

AA. Restrictions on Services and Products

You acknowledge that the reputation and goodwill of the System is based upon, and is maintained and enhanced by, the sale of high quality products and services and the satisfaction of customers who rely upon the uniformly high quality of products and services that are sold under the System and such continued uniformity is essential to the goodwill, success and continued public acceptance of the System. Accordingly, You agree to sell, offer or otherwise deal in only such products and services as We shall first approve of in writing.

Recognizing that the products to be used in the Franchised Business must conform to Our standards and specifications, You hereby agree to purchase all products, including without limitation, all inventory, only from Us, or suppliers approved or designated by Us (which may include Our affiliates).

So long as You are not in default of this Agreement, We will endeavor to use Our reasonable efforts to fill all orders placed by You as promptly as possible. However, We will not be liable for loss or damage due to delay in delivery resulting from any cause beyond Our reasonable control, including, but not limited to, compliance with any regulations, orders or instructions of any federal, state or municipal government or any department or agency thereof, acts or omissions of the Franchisee, acts of civil or military authority, fires, strikes, lockouts, embargoes, delays in transportation, and inability due to causes beyond Our control to obtain the necessary products or ingredients. In no event shall We be liable for financial loss, including consequential or special damages on account of delay due to any cause.

You shall not dispose of products at prices greater than the prices set by Us from time to time as the maximum selling price for products. Wherever reasonably possible, You shall sell or dispose of all products at such prices as We may reasonably suggest from time to time; provided it is hereby agreed that notwithstanding the foregoing, You are under no obligation to accept such suggested resale prices and You may sell the products, at any reasonable prices, less than the maximum selling price set by Us.

BB. Request for Change of Supplier

In the event that You wish to purchase any unapproved item or service, including inventory, and/or acquire approved items or services from an unapproved supplier, You must provide Us with the name, address and telephone number of the proposed supplier, a description of the item or service that You wish purchase, and purchase price of the item, if known. At Our request, You must provide Us, for testing purposes, a sample of the item You wish to purchase. If We incur any costs in connection with testing a particular product or evaluating an unapproved supplier at Your request, You or the supplier must reimburse Us for Our reasonable testing costs, regardless of whether We subsequently approve the item or supplier. Nothing in the foregoing will be construed to require Us to approve any particular supplier. We may base Our approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation We deem necessary or desirable in the System as a whole. Nothing herein will require Us to approve an unreasonable number of suppliers for a given item, which approval might, in Our judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke Our approval of particular products or suppliers when We determine that such products or suppliers no longer meet Our standards. Upon receipt of written notice of such revocation, You must cease purchasing products from such supplier. You must use products purchased from approved suppliers solely in connection with the operation of the Franchised Business and not for any competitive business purpose.

You shall purchase all products, services materials, supplies, and other items required in the operation of the Franchised Business which are or incorporate trade- secrets of Ours, as designated by Us only from Us or suppliers designated by Us ("Trade Secret Products"). The parties expressly acknowledge that Your ability to receive shipments of the Franchisor's Trade Secret Products is an essential element of and condition to the grant made herein. If We are prevented by a governmental authority from delivering such Trade Secret Products to You, or if You are so prevented from receiving such Products, the prohibited party shall immediately notify the other and, at which time, We may, at Our sole option, do one or more of the following: (i) We may, at Our option, arrange for other suppliers of such Trade Secret Products during such period of prohibition; or (ii) We may, at Our option, terminate this Agreement.

CC. Volume Rebates and Bonuses

You acknowledge that We shall be entitled to the direct or indirect benefit from mark-ups, rebates, discounts, allowances, benefits, and other similar receipts and advantages that We may obtain from any supplier by reason of such supplier supplying products or services all of which We are entitled to retain for its own use and credit without accounting to You in respect thereof.

DD. System Modifications

You acknowledge and agree that We may from time to time hereafter add to, subtract from, modify or otherwise change the System, including, without limitation, the adoption and use of new or modified trademarks or trade names, new products or services and new techniques in connection therewith, and You agree, at Your own cost, to promptly accept, implement, use and display all such alterations, modifications and changes.

EE. Franchised Business Telephone Numbers, E-Mails and Web Site

You acknowledge that, at all times, the Franchised Business telephone number(s) and listing(s) shall remain in the name, and the sole property, of Ours. Provided that You shall be responsible for any and all costs, expenses and deposits associated with the Franchised Business telephone number(s) and listing(s) including, without limiting the generality of the foregoing, any telephone company deposits and all local, long distance, installation, and connection charges.

We retain all rights relating to Our web site, e-mail address, and intranet system or other online communications and specifically Your use of the Trademarks or any advertising is subject to this Agreement. We also retain all rights to all data, including without limitation customer data that is generated by, or relating to, the Franchised Business. We reserve the right to establish and modify rules which will govern Your use of the Trademarks on the Internet and in domain names, and You agree to abide by such rules. Your right to use the Trademarks on the Internet will terminate immediately upon the expiration or termination of this Agreement. You must maintain: (i) an e-mail account for Our direct correspondence with the Control Person; and (ii) a separate e-mail account for the Franchised Business.

FF.Participation in Internet Web Site or Other On-line Communications

You will, at all times during the term of this Agreement, at Your expense, have access to the Internet through an Internet Service Provider. You must participate in Our Web Site listed on the Internet or other on-line communications, developed now or in the future (collectively, “Web Site”). We will determine the content and use of the Web Site and will establish the rules under which You will participate in the Web Site or separately use the Internet or other on-line communications. We may, but are not obligated to, provide You with a webpage on the Web Site. If You are provided with a webpage, You must provide Us with any information and materials requested to develop, update and modify the webpage and notify Us whenever any information on the webpage is not accurate. We will own all intellectual property and other rights in the Web Site including Your webpage, and all information it contains, including, without limitation, the domain name or URL for Your webpage, the log of “hits” by visitors, and any personal or business data that visitors supply. We will retain all rights relating to the Web Site and have the absolute right to alter or terminate the Web Site. Your general conduct on the Web Site and specifically Your use of the Trademarks or any advertising on the Web Site (including the domain name and any other Trademarks We may develop as a result of participation in the Web Site) will be subject to the provisions of this Agreement. You acknowledge that certain information obtained through its participation in the Web Site may be considered Confidential Information, including passwords, access codes and identification codes. You are responsible for ensuring that Your employees maintain the same level of confidentiality. You may not separately register any domain name containing any of the Trademarks nor participate in any web site that markets goods and services similar to a Franchised Business. You may not use or reference the Trademarks in any online communication or web site (including, without limitation, all current and future social media platforms) absent Our prior written approval. Your right to participate in the Web

Site or otherwise use the Trademarks or System on the Internet or other on-line communications will terminate when this Agreement expires or terminates.

9. OPERATING MANUAL AND CONFIDENTIALITY

GG. Compliance With and Ownership of Manual

You shall conduct the Franchised Business strictly in accordance with all of the provisions set out in the Manual as amended from time to time.

You hereby acknowledge that the contents of the Manual are on loan to You and shall at all times remain Our sole and exclusive property, and upon a Transfer, or the expiration or termination of this Agreement for any reason whatsoever, You shall forthwith return to Us all written portions of the Manual together with any copies which You may have made.

We may from time to time revise the contents of the Manual. You agree to update Your copies of the Manual, and agree to comply with each new or changed standard upon reasonable notice thereof from Us. In the event of a dispute about the contents of the Manual, the master copies maintained by Us at the principal offices will be controlling.

HH. Non-Disclosure and Confidentiality

You acknowledge that You have had no part in the creation or development of, nor do You have any property or other rights or claims of any kind in or to, any element of the System, the Trademarks or any matters dealt with in the Manual and that all disclosures made to You relating to the System and including, without limitation, the specifications, standards, procedures and the entire contents of the Manual are communicated to You solely on a confidential basis and as trade secrets, in which We have a substantial investment and a legitimate right to protect against unlawful disclosure. Accordingly, You agree to maintain the confidentiality of all such information during the term of this Agreement or at any time thereafter and shall not disclose any portions of the Manual or any information whatsoever with respect to Your or Our business affairs or the System other than as may be required to enable You to conduct Your business from the Premises, and You further agree not to use any such information in any other business or in any manner not specifically approved in writing by Us.

10. ADVERTISING

II. Advertising Funds

Recognizing the value of uniform advertising and promotion to the goodwill and public image of the System, You agree that We may maintain and administer a general advertising fund or funds (the "Fund") for such national, regional, local and other advertising programs as We may deem necessary or appropriate, in Our sole discretion. The Fund is not a trust or escrow account, and We have no fiduciary obligation to You or other franchisees with respect to the Fund. We have the absolute right to direct all such advertising programs with respect to the creative concepts, materials, endorsements and media used therein, and the placement and allocation thereof.

We may require that You contribute to the Fund each month an amount between zero (0%) and two percent (2%) of the Gross Sales for such month (the "Advertising Fee"). Currently the Advertising Fee required contribution is zero percent (0%). We will provide written notice to You before modifying the Advertising Fee contribution, but it will not exceed two percent (2%) of Your monthly Gross Sales. Any amounts payable hereunder to the Fund, shall be paid together with the royalty fees hereunder and shall be based upon Gross Sales for the preceding month.

The Fund shall be used and expended for media costs, commissions, market research costs, creative and production costs, including, without limitation, the costs of creating promotions and artwork, printing costs, and other costs relating to advertising and promotional programs undertaken by Us. We reserve the right to place and develop such advertisements and promotions and to market the same as agent for and on behalf of You and the System, either directly or through an advertising agency retained or formed for such purpose or through co-operative advertising groups composed of franchisees designated by Us. The Fund shall be accounted for separately from the other funds of Ours and shall not be used to defray any of Our general operating expenses, except for such reasonable salaries, administrative costs and overhead (calculated on a fully allocated basis), if any, as We may incur in activities reasonably related to the administration or direction of the Fund and its advertising programs (including, without limitation, conducting market research). A statement of the operations of the Fund shall be prepared annually and shall be made available to You upon request, the cost of such statement to be paid by the Fund.

You acknowledge and agree that the Fund is intended to maximize general public recognition and patronage of businesses for the benefit of all outlets and franchisees in the System and that We undertake no obligation in administering the Fund to ensure that any particular franchisee, including You, benefits directly or pro-rata from the placement or conduct of such advertising and promotion.

JJ. Local Advertising

You must use best efforts to promote and advertise the Franchised Business and participate in any local marketing and promotional programs We establish from time to time. In addition to any required Advertising Fee contribution to the Fund, You must spend a minimum of two percent (2%) of Your monthly Gross Sales advertising within Your Territory (the "Local Advertising Requirement"). You may use Your discretion when expending funds to satisfy Your Local Advertising Requirement. You must report the nature, extent and amount of these local expenditures in the form and at the times that We require, designated in the Manual, or otherwise as We may request in writing. If We discover that you have failed to spend a minimum of two percent (2%) of Your monthly Gross Sales to satisfy the Local Advertising Requirement, We may debit this amount from Your account and spend it on Your behalf.

You shall have the right to conduct such advertising and promotions in respect of the Franchised Business as You shall in Your reasonable discretion desire, provided that:

i. You shall advertise and promote only in a manner that will reflect favorably on Us, You, the System, the products, and the good name, goodwill and reputation thereof;

ii. You shall submit to Us for Our approval, which approval shall not be unreasonably withheld or unduly delayed, all advertising and promotions to be utilized by You and until such time as We shall give Our prior written approval to the use of such advertising and promotions, You shall not utilize the same in any advertising or promotion;

iii. You shall prominently display, at Your expense, in and upon the Premises, signs of such nature, form, color, number, location and size and containing such matter as We may direct or approve in writing from time to time and such signs shall be purchased from Us or, at Our option, from suppliers approved by Us which may include Our affiliates; and

iv. You hereby acknowledge that We are the sole and exclusive owner of all copyrights and any and all advertising and promotional material prepared by or on Our behalf, including any such materials developed by You, and shall at all times remain Our sole and exclusive property.

KK. Grand Opening Advertising

You must conduct certain advertising and public relations activities in connection with the opening of the Franchised Business. We require You to spend, in addition to the required local advertising contribution described above, a minimum of five thousand dollars ($5,000) for such opening activities, which must be spent some time within thirty (30) days prior and thirty (30) days following the opening of the Franchised Business, unless otherwise approved by Us. In addition, You must perform opening advertising and promotions as required by this paragraph every time that You (i) relocate the Franchised Business or (ii) reopens the Franchised Business after having it closed for 30 days or more. Upon Our request, You must provide to Us proof of these expenditures. We have the right, but not the obligation, to collect and administer these funds on Your behalf.

11. TRADEMARK LICENSING AND OTHER INTELLECTUAL PROPERTY

LL. Trademark Ownership

Neither this Agreement nor the operation of the Franchised Business shall in any way give or be deemed to give to You any interest in the Trademarks except for the right to use the Trademarks solely at and on the Premises and in accordance with the terms and conditions of this Agreement, during the term of this Agreement. You shall not use the Trademarks in any manner calculated to represent that You are the owner of the Trademarks. Neither during the term of this Agreement nor at any time after a Transfer, or the expiration or termination hereof, shall You, either directly or indirectly, dispute or contest the validity or enforceability of the Trademarks, attempt any registration thereof, or attempt to dilute the value of any goodwill attaching to the Trademarks. Any goodwill associated with the Trademarks shall ensure exclusively to Our benefit.

Without in any way restricting or limiting the terms above, You covenant and agree as follows:

i. that upon any request by Us, You will execute such applications or agreements or such other instruments in such form and with such parties, as We in Our sole discretion shall specify, protecting Our interests and rights in such Trademarks, or complying with any applicable trade name, trademark or other similar legislation;

ii. that You will not use either the Trademarks or any variations thereof as any part of Your corporate, firm or business name or for any other purposes, save and except in accordance with the terms and conditions of this Agreement or as may otherwise be specifically authorized by Us in writing; and

iii. forthwith upon a Transfer, or the expiration or termination for any reason whatsoever of this Agreement, You shall cease all use of the Trademarks (including any colorable imitations thereof) for any purposes whatsoever and You shall not make known, either directly or indirectly, following such Transfer, expiration or termination, that You previously conducted business under the Trademarks.

MM. Notice of Independent Ownership and Operation and Identification of Franchised Business

You may use the Trademarks on various materials, such as business cards, stationery and checks, provided that You (i) accurately depict the Trademarks on the materials as We prescribe, (ii) include a statement on the materials indicating that the business is independently owned and operated by You, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless We specifically approve in writing prior to such use, and (iv) make available to Us, upon Our request, a copy of any materials depicting the Trademarks. You must post a prominent sign in the Franchised Business identifying You as a Franchisee in a format We deem reasonably acceptable, including an acknowledgment that You independently own and operate the Franchised Business and that the Trademark is owned by Us and Your use is under a license We have issued to You. All of Your internal and external signs must comply at all times with Our guidelines, requirements and practices, as they are modified from time to time.

NN. Infringement of Trademarks

In the event of any claim of infringement, unfair competition or other challenge to Your right to use the Trademarks, or in the event You become aware of any use of or claims to the Trademarks by persons other than Us or Our Franchisees, You shall promptly (but in no event more than five (5) days later) notify Us in writing. You shall not communicate with anyone except Us and Our respective counsel in connection with any such infringement, challenge, or claim except pursuant to judicial process. We shall have the absolute right to determine whether to take any action in connection with any such infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim relating to the Trademarks. You must sign all instruments and documents, render any assistance, and do any acts that Our attorneys deem necessary or advisable in order to protect and maintain Our interest in any litigation or proceeding related to the Trademarks or otherwise to protect and maintain Our interest in the Trademarks.

OO. Additions and Substitutions of Trademarks

We have the absolute right to modify or discontinue the use of any of the Trademarks and/or use one or more additional or substitute names or marks, for reasons including, but not limited to, the rejection of any pending registration or revocation of any existing registration of any of the Trademarks, or the superior rights of senior users thereof. You will immediately, upon written notice from Us and at Your expense, make all changes or modifications to the Trademarks as We specify.

PP. Copyright

You acknowledge that We own the worldwide copyright and other ownership rights to the Manual, and all components of the System that are media subject to copyright (collectively, the “Copyright Materials”). You acknowledge and agree that You may only make translations, copies or adaptations of or modifications to the Copyright Materials upon receiving Our prior written consent.

You acknowledge that We will own the copyright and all other rights to translations, modifications or adaptations of or to the Copyright Materials approved from time to time. You hereby assign to Us Your copyright and economic rights and waive any moral rights and similar rights with respect to the copyright in the translated, modified or adapted Copyright Materials, and agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Our counsel, be necessary or advisable in furtherance of such assignment and waiver, and You will require the same assignment, waiver and covenant in Our favor by Your officers and employees and by any independent contractors or other third parties who translate, modify or adapt the Copyright Materials.

If registration of the copyright of any of the Copyright Materials, or translations, modifications or adaptations of the Copyright Materials, is required by law or deemed advisable by Us, You agree to cooperate with and assist Us in obtaining the registration in Our name as applicable and will not register or attempt to register or assist or be involved in any way with the registration (either directly or indirectly) of the Copyright Materials, or translations, modifications or adaptation of the Copyright Materials, in the name of anyone other than Ours.

You agree to use proper copyright and other proprietary notices in connection with all Copyright Materials or translations, modifications or adaptations of the Copyright Materials and conform to Our standards for protecting their rights.

12. ACCOUNTING, RECORDS, REPORTS, AUDITS AND INSPECTIONS

QQ. Bookkeeping, Accounting and Records

You shall establish and continuously use an inventory, ordering, bookkeeping, accounting and record-keeping system conforming to the requirements prescribed from time to time by Us, including, without limitation, invoices, cash receipts, inventory records, purchase orders, payroll records, check stubs, bank deposit receipts, sales tax records and returns, cash disbursement journals and general ledgers together with such further and other equipment, records and documents as may from time to time be required by Us, and including computerized point-of-sale, inventory, ordering, bookkeeping and accounting systems established from time to time. When, or in the event that, We require the establishment of, or specify changes to, the computerized point of sale, inventory, ordering, bookkeeping, accounting or record keeping systems for Our franchisees, You agree to purchase or lease all necessary computer hardware and software, and to utilize such systems and pay all fees charged by Us or others, including Our affiliates, for the use and maintenance of such systems. You and all personnel employed by You shall record, at the time of sale, in the presence of customers, all receipts from sales or other transactions, whether for cash or credit, on point-of-sale systems, cash registers or other equipment approved by Us.

RR. Reports and Financial Information

You shall furnish to Us such reports as We may require from time to time. Without limiting the generality of the foregoing, You shall furnish to Us in the form from time to time prescribed by Us and together with such detail and breakdown and copies of supporting records as We may from time to time require:

i. by the eighth (8^{th}) day of each month, or the next business day if the eighth (8^{th}) is not a business day, a report of the Gross Sales for the preceding calendar month, signed and verified by You;

ii. within fifteen (15) days after the end of each fiscal quarter of the Franchised Business, financial statements for the Franchised Business, including a profit and loss statement, in the form We designate, which statements shall be signed and verified by an independent Certified Public Accountant at Your sole cost; and

iii. within sixty (60) days of filing, a true copy of all tax returns, schedules and reports filed by You for employer health tax, workers compensation, income, corporate or sales tax purposes, which statements shall be signed and verified by an independent Certified Public Accountant at Your sole cost.

SS. Inspection and Audit of Books and Records

We shall have the right, during normal business hours and without prior notice to You, to inspect or audit, or cause to be inspected or audited the financial books, records, bookkeeping and accounting records, documents or other materials in respect of the Franchised Business, including the right, without limitation, to have a person on the Premises to check, verify and tabulate Gross Sales, and/or to examine and make copies of all accounting and business records and procedures.

In the event that any such audit or inspection shall disclose an understatement of Gross Sales, You shall pay to Us, within two (2) days after receipt by You of the inspection or audit report, any sums due on account of such understatement. Further, if such audit or inspection is made necessary by Your failure to furnish reports, financial statements or any other documentation as herein required, or if it is determined by any such audit or inspection that Your records and procedures were insufficient to permit a proper determination of Gross Sales for any year or part thereof to be made, or that Gross Sales for the period in question were understated by two percent (2%) or more of the Gross Sales actually received in a one-month period, or that You were not complying with each of the provisions this Section, You shall immediately take such steps as may be necessary to remedy such default in accordance with the recommendations of such auditor and You shall promptly pay to Us all costs incurred in connection with such audit or inspection, including, without limitation, charges of an accountant and the travel expenses, room, board and compensation of Our employees.

If Your records and procedures were insufficient to permit a proper determination of Gross Sales, We shall have the right to deliver to You an estimate, made by Us, of Gross Sales for the period under consideration and You shall immediately pay to Us any amount shown thereby to be owing on account of the royalty fees and other sums due on account of any understatement. Any such estimate shall be final and binding upon You.

TT.Right to Inspect Franchised Business and Premises

We and/or Our representatives shall have the right at all times, without notice to the You, to inspect the Premises and the furnishings, equipment and fixtures thereon, the products, to take inventory of such products, and otherwise to examine the manner in which You are conducting an operating Your Franchised Business; in the event of any such inspection, You and Your staff shall cooperate fully.

UU. Right to Information

You hereby authorize Us to make inquiries of Your bankers, suppliers and other trade creditors as to their dealings with You in relation to the Franchised Business, to discuss the affairs, finances and accounts of the Franchised Business (and by its execution hereof You authorize and direct such bankers, suppliers and other trade creditors to discuss with Us the affairs, finances and accounts of the Franchised Business) and to obtain information and copies of invoices relating to sales or other dealings with all such persons and You in any way relating to the Franchised Business. If requested, You agree to execute and deliver such directions and other documents as We may require in order to permit such bankers, suppliers or other trade creditors to release or disclose any such information and documents to Us.

13. INSURANCE

You must purchase and maintain in full force and effect, at Your expense and from a company We accept, insurance that insures both You and Us, and any other persons or entities We designate by name. The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by Us from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing): (i) “special” causes of loss coverage forms (sometimes called “All Risk Coverage” or “All Peril Coverage”) on the Franchised Business, Franchised Business improvements and all furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business, for full repair and replacement value, except that an appropriate deductible clause is permitted; (ii) business interruption insurance covering a minimum of 12 months loss of income, including coverage for Our Royalty Fees (for example, in the event of a fire or destruction of the Premises, the insurance must cover Our average royalty payments to be based on the previous 12-month timeframe, or if a shorter timeframe, the total operating timeframe for the Franchised Business during the rebuilding process; (iii) comprehensive general liability insurance including product liability insurance and contractual liability insurance; (iv) workers’ compensation insurance covering all of Your employees; (v) umbrella liability insurance which also includes employers liability; (vi) Us and Our affiliates named as an additional insured on all liability policies required by this subparagraph; (vii) severability of interests and/or separation of insured’s provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by Us or Our affiliates; and (viii) any other such insurance coverages or amounts as required by law or other agreement related to the Franchised Business.

All required insurance coverages must commence as soon as is commercially reasonable after You sign this Agreement. You must deliver to Us at commencement and annually or at Our request a proper certificate evidencing the existence of such insurance coverage and Your compliance with the provisions of this subparagraph. The insurance certificate must show Our status as an additional insured and provide that We will be given 30 days’ prior written notice of a material change in or termination or cancellation of the policy. We also may request copies of all policies. We may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to You, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the System, standards of liability and higher damage awards. If You do not procure and maintain the required insurance coverage required by this Agreement, We have the right, but not the obligation, to procure insurance coverage and to charge the costs to You, together with a reasonable fee for the expenses We incur in doing so. You must pay these amounts to Us immediately upon written notice.

14. RESTRICTIVE COVENANTS AND TRADE SECRETS

VV. Competition During Term of Agreement

You and the Guarantor (in consideration of Us entering into this Agreement), jointly and severally, covenant and agree that, beginning on the Effective Date, and during the Initial Term and any renewal period thereof, each of You, any stockholder of Yours if the You are a corporation, any member if You are a limited liability company, any partner of Yours if You are a partnership, the Guarantor, and any of their respective spouses and children, shall not either individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, stockholder or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guaranty the debts or obligations of or permit their names or any part thereof to be used or employed in any business operating or franchising in any business similar to the Franchised Business (a “Competing Business”).

WW. Competition After Transfer, Expiration or Termination

In the event of a Transfer, or the expiration or termination of this Agreement for any reason whatsoever, You and the Guarantor (in consideration of Us entering into this agreement) jointly and severally covenant and agree that each of You, any stockholder of Yours if You are a corporation, any member if You are a limited liability company, any partner of Yours if You are a partnership, the Guarantor, and any of their respective spouses and children, shall not, at any time during the period of two (2) years from the date of such Transfer, expiration or termination, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, company or syndication as principal, agent, stockholder or in any other manner whatsoever carry on, be engaged in or be concerned with or interested in or advise, lend money to, guaranty the debts or obligations of or permit its name or any part thereof to be used or employed in any Competing Business, or franchising Competing Businesses, at the Franchised Business, within the Territory, or within twenty-five (25) miles of the perimeter of the Territory, any other Franchised Business, and/or any Business operated by Us or Our affiliates. This two (2) year period shall be tolled during any period of noncompliance and extend thereafter.

XX. Non-Solicitations Covenants

You covenant that You will not, for a period of two (2) years after the expiration, non-renewal or termination of this Agreement, regardless of the cause of termination, or within two (2) years of the sale of the Franchised Business or any interest in You, solicit business from customers of Your former Franchised Business or from any National Accounts, or contact any of Our suppliers or vendors for any competitive business purpose, or solicit any of its former Franchised Business employees, or the employees of any franchised business operated by another franchisee, Us or Our affiliates to discontinue employment.

15. TRANSFER

YY. Transfer by the Franchisee

The franchise granted under this Agreement is personal to You. During the Term, You shall not sell, assign, transfer or otherwise dispose of (collectively “Transfer”) or mortgage, charge, grant a security interest in or otherwise encumber (collectively “Encumber”) all or any of Your interest hereunder or in any assets of the franchise, including the lease for the Premises, nor shall any of the Principals Transfer (except to another Principal) or Encumber any of their interests in the franchise or You, nor shall You issue any further shares in Your capital (except to the Principals) or admit new partners, nor shall You amalgamate, merge, reorganize or engage in any similar proceedings, without in each case obtaining Our prior written consent, which consent shall not be unreasonably withheld. Any proposed Transfer by You shall be initiated by You providing Us with not less than sixty (60) days’ notice prior to the proposed Transfer date of Your intention to Transfer this Agreement. Any actual or purported Transfer or Encumbering (including whether by operation of law or otherwise) without Our prior written consent shall constitute a breach of this Agreement and shall be null and void. You agree to initiate the Transfer process by advising Us of the intent to Transfer Your Franchised Business by sale or otherwise and requesting procedural/administrative instructions. In considering a request for a Transfer, We shall consider, among other things, the qualifications, apparent ability and credit standing of the proposed transferee.

ZZ.Conditions of Transfer

In considering the request for a Transfer, We may consider, among other things, the information set out in Your application, the qualifications, good character, requisite general business experience, apparent ability to operate the Franchised Business and credit standing of the proposed transferee, and its partners, managers, principal stockholders, directors and officers, as appropriate. In addition, We shall be entitled to require as a condition precedent to the granting of its consent that:

i. the proposed assignee or an affiliate of the proposed assignee is not a competitor of Ours;

ii. We are provided with a copy of the agreement of purchase and sale between You and the proposed assignee and all documents referred to therein as relied upon by the parties. If any financial statements are included, We shall be entitled but not obligated to question any figures relating to matters in respect of which You are required to report to Us under this Agreement;

iii. as of the date of Your request for consent and as of the effective date of Transfer there shall be no default in the performance or observance of any of Your obligations under this agreement or any other agreement between You and Us or any affiliate or supplier thereof, and if You intend to transfer Your rights of possession of the Premises, that You have obtained the consent of all necessary parties to the assignment of any licenses, and the lease or sublease, to the proposed transferee;

iv. You shall have settled all outstanding accounts with Us, Our affiliates and all other trade creditors of the Franchised Business up to the date closing of the proposed Transfer;

v. You shall have delivered to Us a complete release of Us, Our directors and officers, Our affiliates and the directors and officers thereof, from all obligations under this Agreement of any such persons, in a form satisfactory to Us;

vi. the proposed transferee shall have entered into a written assignment in a form prescribed by Us or, at Our option, shall have executed a new Franchise Agreement in the form then being used by Us, which may provide for a higher royalty and for greater expenditures for advertising and promotion than are provided hereunder, and shall have executed such other documents and agreements as are then customarily used by Us in the granting of franchises;

vii. the proposed transferee providing guaranties from anyone whom We may request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into;

viii. the proposed transferee completing, to Our satisfaction, such training in the operations of the Franchised Business, at the proposed transferee's or Your sole expense, as We may require;

ix. the proposed transferee providing, to Our satisfaction, a business plan indicating that the proposed transferee possesses the required level of business experience and acumen necessary to successfully operate the Franchised Business;

x. the Purchase Price to be paid to You by the proposed transferee, or if applicable, the proposed encumbrance and debt associated therewith is reasonable in the circumstances having regard to the debt and interest charges being acquired or already in existence;

xi. You paying to Us, any fees and/or expenses which may be incurred by Us in dealing with Your said application for approval, in addition to Our then-existing Transfer fee, which Transfer fee shall not exceed ten thousand dollars ($10,000); and

xii. You and the proposed transferee agree to perform all maintenance and upgrades required to bring the Franchised Business up to Our then-current standards for a Franchised Business, including upgrading any computer hardware and software as We may require.

Our refusal to consent to the proposed Transfer based upon the non-compliance with any of the foregoing conditions shall not be deemed to be an unreasonable withholding of such consent. Our consent to a Transfer shall not operate to release You from any liability under this Agreement.

AAA. Right of First Refusal

Without in any way derogating from Our right to reject a proposed Transfer in accordance with this Agreement, if at any time or times during the Initial Term, or any renewal of this Agreement, You obtain a bona fide offer (the "Offer") to acquire the whole or any part of Your interest in the Franchised Business, which You wish to accept, You shall promptly give written notice thereof to Us together with a true copy of the Offer. Upon receipt of such notice and Offer, We shall have the option of purchasing the property forming the subject matter thereof upon the same terms and conditions as those set out in the Offer except that:

i. there shall be deducted from the purchase price the amount of any commissions, fee or transfer fee that would otherwise have been payable to Us, any broker, agent or other intermediary in connection with the Transfer; and

ii. We shall have the right to substitute cash for any other form of consideration specified in the Offer and to pay in full the entire purchase price at the time of closing.

We may exercise Our option at any time within thirty (30) days after receipt of the said notice by giving written notice to You. If We decline to exercise such option and if such Transfer is approved by Us in accordance with this Agreement, You shall be at liberty to complete the Transfer to such third party transferee in accordance with the Offer, provided that, notwithstanding the terms of the Offer, such transaction must be completed within thirty (30) days of the date on which We notify You of its approval of such transaction. If the transaction is not completed within thirty (30) days, the foregoing provisions of this right of first refusal shall apply again in respect of the proposed Transfer and so on from time to time.

BBB. Transfer or Assignment by the Franchisor

We shall have the right to transfer this Agreement to any person or legal entity without prior notice to, or consent from You. Specifically, and without limitation of the foregoing, You agree that We may sell Our assets, Our interest in the Trademarks or the System to a third party; may offer Our securities privately or publicly; may merge, acquire other entities or be acquired by another entity directly or indirectly; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and with regard to any or all of the above sales, assignments and dispositions, You expressly and specifically waive any claims, demands, or damages against Us arising from or related to the transfer. Nothing contained in this Agreement shall require Us to continue any business operating under the System or to offer any services or products, whether or not bearing the Trademarks, to You if We assign Our rights in this Agreement in accordance with the provisions of this subparagraph. In the event of a transfer or assignment of this Agreement by Us, We shall be freed and relieved of any and all liability under this Agreement.

16. DEATH OR INCAPACITATION

CCC. Incapacitation

For the purposes of this article, You or any controlling shareholder(s) or partner(s) as the case may be shall be deemed to have a "permanent disability" if Your usual participation, or that of any controlling shareholder(s) or partner(s), as the case may be, in the Franchised Business is for any reason curtailed for a cumulative period of one hundred and eighty (180) days in any twelve (12) month period during the term of this agreement, including renewals.

DDD. Options for Franchisor on Death or Incapacitation of Franchisee

Upon the death or permanent disability of You or Your controlling shareholder or partner or partners as the case may be, if such person has at the date of such death or permanent disability a spouse or any adult children surviving, the following shall apply:

A. if the surviving spouse and/or adult child desire and are, in Our reasonable opinion, capable of carrying on the Franchised Business, the said spouse and/or adult child shall have the right to continue, to operate the Franchised Business provided that they shall directly covenant and agree with Us to be bound by the terms and conditions of this Agreement and any other agreements made between Us and You.

B. if the surviving spouse and/or an adult child do not desire or are not, in Our reasonable opinion, capable of carrying on the Franchised Business, or cannot devote their full time and attention to the Franchised Business or if You do not have a spouse or adult child surviving, We shall have the right, such right to be exercised by Us giving written notice to You or to Your estate within ninety (90) days of the date of Your death or death of the controlling shareholder(s) or partner(s) or the date upon which Your permanent disability arises or the permanent disability of the controlling shareholder(s) or partner(s) arises, to purchase all or any part of Your assets used in the operation of the Franchised Business for a Purchase Price equal to the "asset value" of Your assets less all proper business liabilities assumed by Us as at the date the said purchase is completed. To satisfy the aforesaid Purchase Price, We shall pay the difference between the said "asset value" and the amount of the liabilities assumed by Us, on the date of the completion of the purchase by way of cash or certified check.

17. TERMINATION

EEE. Events of Default and Right of Termination

You shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to You, if You become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by You or such a petition is filed against You and not opposed by You; or if You are adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of Your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable law of any jurisdiction should be instituted by or against You; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless steps are taken to stay effectively the enforcement of such judgment in the relevant jurisdiction); or if You are dissolved; or if execution is levied against Your property or business; or if suit to foreclose any lien or mortgage against the Premises or equipment of any Franchised Business developed hereunder is instituted against You and not dismissed within thirty (30) days; or if the real or personal property of any Franchised Business developed hereunder shall be sold after levy thereupon by any sheriff, marshal, constable or equivalent governmental authority.

You shall be deemed to be in default and We may, at Our option, terminate this Agreement and all rights granted hereunder without affording You any opportunity to cure the default (effective immediately upon receipt of written notice by You), upon the occurrence of any of the following events:

i. if You fail to complete construction of the Franchised Business and to open for business within twelve (12) months of execution of this Agreement. We may, but are not required to, extend this period to address unforeseen construction delays, not within Your control;

ii. if You at any time cease to operate the Franchised Business or otherwise abandon the Franchised Business, or lose the right to possession of the Premises of the Franchised Business, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located. Provided, however, that if, through no fault of Yours, the Premises are damaged or destroyed by an event not within Your control such that repairs or reconstruction cannot be completed within one hundred eighty (180) days thereafter, then You shall have thirty (30) days after such event in which to apply for Our approval to relocate and/or reconstruct the Premises, which approval shall not be unreasonably withheld, but may be conditioned upon the payment of an agreed minimum royalty to Us during the period in which the Franchised Business is not in operation;

iii. if You are convicted of a felony involving moral turpitude, or any other crime that We believe is reasonably likely to have an adverse effect on the System, the Trademarks, the goodwill associated therewith, or Our interest therein;

iv. if a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business or from the material violation of any health and safety laws, rules, or regulations which poses a significant public health and safety concern, or if the Franchised Business is closed as a result of a failed inspection by the health department and in such event We determine, in Our sole discretion, that critical violations of applicable health codes are the result of repeated or material failure by You to comply with the requirements of this Agreement or the health department. Notwithstanding anything in this

Agreement to the contrary, We shall have the right, in lieu of exercising any right of termination, to require that the Franchised Business be closed to the public and/or remain closed until the applicable food, health, or safety matters are cured;

v. if You, or any partner, shareholder, or member of Yours purports to transfer any rights or obligations under this Agreement or any interest in You to any third party without Our prior written consent required by the transfer provisions of this Agreement;

vi. if You fail to comply with the in-term non-competition covenants in this Agreement or fail to obtain execution of the covenants required from Your owners;

vii. if, contrary to the terms of this Agreement, You disclose or divulge the contents of the Manual or any other confidential information provided to You by the Franchisor;

viii. if an approved transfer is not effected as required by this Agreement, following the death or mental incapacity of person as described therein;

ix. if You knowingly maintain false books or records, or submit any false reports to Us;

x. if You or any individual, group, association, limited or general partnership, corporation or other business entity which directly or indirectly controls, is controlled by, or is under common control with You; or which directly or indirectly owns, controls, or holds power to vote ten percent (10%) or more of Your outstanding voting securities; or which has in common with You one or more partners, officers, directors, trustees, branch managers, or other persons occupying similar status or performing similar functions ("Affiliate") commits any act of default under any other Franchise Agreement, asset purchase agreement, promissory note, or any other agreement entered into by You or Your Affiliate, and Us or Our affiliate or Our predecessor or successor;

xi. if You, after or during a default, commit the same default again, whether or not such default is cured after notice;

xii. if You default more than once in any twelve (12) month period, whether or not cured after notice;

xiii. if You refuse to permit Us or Our agents to enter upon the Premises of the Franchised Business to conduct any periodic inspection as permitted by this Agreement;

xiv. if You use any of the Trademarks in any unauthorized manner and are otherwise in default of the provisions of this Agreement.

Except as outlined above, upon any default by You which is capable of being cured, We may terminate this Agreement only by giving written Notice of Termination stating the nature of such default to You at least ten (10) days prior to the effective date of termination if the default is for failure to pay royalties, Advertising Fund Contributions (including Cooperative contributions, if any are due and/or any other financial obligations owed to Us by You), and thirty (30) days, prior to the effective date of termination for any other default; provided, however, that You may avoid termination by curing such default to Our satisfaction within the ten (10) day or thirty (30) day period, as applicable. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the ten (10) day or thirty (30) day period, as applicable, or such longer period as applicable law may require.

FFF. Franchisee Obligations on Termination

Upon the expiration or termination of this Agreement for any reason whatsoever, the following shall apply:

i. You shall immediately upon Our request (so that We may protect the Trademarks and Our other franchisees), permit Us or Our representatives to enter the Premises and, at Our option, to cure any default by You, to operate the Franchised Business for Our account, or to secure Your complete and timely compliance with the other post-termination obligations set forth in this Agreement;

ii. You shall pay to Us, within thirty (30) days after the effective date of termination or expiration, all fees and other charges then due and unpaid by You including, but not limited to Our costs and expenses in re-entering the Premises and in completing the acts specified in this Agreement;

iii. You shall immediately discontinue the operation of the Franchised Business, use of the System and the use of the Trademarks and other proprietary rights licensed under this Agreement, and similar names and marks, or any other designations or marks associating You with Us or the System. You shall cease displaying and using all signs, stationery, letterhead, packaging, forms, containers, Manuals, bulletins, instruction sheets, printed matter, advertising and other physical objects used from time to time in connection with the System or containing or bearing any of the Trademarks or other names, marks or designations, and shall not thereafter operate or do business under any name or in any manner or that might tend to give the general public the impression that You are associated with Us or the System or that You are operating a business similar to a Franchised Business or that You previously conducted Your business under the Trademarks;

iv. if You retain possession of the Premises, You shall promptly and, at Your expense, make such modifications to the interior and/or exterior decor of the Premises as We shall require to remove all identification as a Franchised Business;

v. You shall promptly execute such documents or take such actions as may be necessary to abandon Your use of any assumed name containing any of the Trademarks adopted by You and to remove (in respect of the next publication), at Our request, Your listing as Franchised Business from the yellow pages, all other telephone directories and all other trade or business directories and to assign to Us or any other party We designate all of Your telephone numbers and listings in connection with the Franchised Business; and

vi. within three (3) days after the effective date of expiration or termination, You shall return to Us all items making up the Manual, all other confidential material provided to You by Us and all other materials required to be returned in accordance with this Agreement or the Manual; and

vii. within three (3) days after the effective date of expiration or termination, You shall relinquish to Us all customer data and lists.

GGG. Franchisor's Right to Repurchase

Upon the expiration or termination of this Agreement for any reason whatsoever, save and except in the event of a purchase, We shall have the right, but not the obligation, such right to be exercised by notice in writing delivered to You within thirty (30) days of the date of expiration or termination of this Agreement for any reason whatsoever, to purchase from You all or any portion of the inventory located on the Premises or otherwise held by You for the purposes of sale or distribution at the Premises, and/or all or any part of the fixtures, equipment, furniture or other assets located on, in or at the Premises or otherwise used in connection with the Franchised Business.

HHH. Our Step-In Rights

The parties want to prevent any operation or interruption of the Franchise that would cause harm to the Franchise and to Our Franchise System and lessen their value. Therefore, You authorize Us to step in to operate the Franchise for as long as We believe necessary and practical in Our exclusive judgment. We may do so without waiving any other rights or remedies that We may have. Cause for stepping-in may include Our reasonable determination that: You are incapable of operating the Franchise; You are absent or incapacitated because of illness or death; You have failed to pay when due any real property, equipment rent or lease payments, suppliers, or inventory payments; You have failed to pay to Us when due any franchise, royalty, advertising, or other fee; You have failed to pay when due any taxes or assessments against the Franchise or property used in the Franchise; You have failed to pay when due any liens or encumbrances placed upon or against Your business property; Your business activities are having a negative impact upon the value of Our franchise system or We decide that significant operational problems require Us to operate the Franchise for a time. Thirty (30) days after exercising Our step-in rights, We will re-evaluate Your then-current status. At Our discretion, We will either operate the store for an additional 30-day period or turn the store back over to You. In turning the store back over to You, We do not waive Our rights to step back in the future.

All Revenue from Our operation of the Franchise will be for Your exclusive account. We will pay from that Revenue all expenses, debts and liabilities We incur during Our operation of the Franchise. This will include Our personnel and administrative and travel costs, plus fifteen percent (15%) of that Revenue to cover Our overhead expenses. In addition, We will have the option, but not the obligation, to pay for You any claims owed by You to any creditor or employee of the Franchise. You will reimburse Us upon demand, including at the rate set forth above for overdue amounts.

We will keep in a separate account all Revenue generated by the operation of the Franchise, less the expenses of operation.

We will have no obligation to retain any employee of Yours, nor to honor any contractual employment commitments You previously made. If We elect to retain any employee, employment will be pursuant to a new employment agreement between Us and the employee. Employment will commence on the first business day on which We carry on business through the Franchise. Any claim by an employee for unpaid salary, vacation pay, or other benefits will be Your responsibility.

Upon Our exercise of these Step-In Rights, You agree to hold Us harmless for all acts, omissions, damages, or liabilities arising during Our operation of the franchise.

Our operation of the Franchise will not operate as an assignment to Us of any lease or sublease of franchise property. We will have no responsibility for payment of any rent or other charges owing on any lease for franchise property, except as the charges relate to the period of Our operation of the Franchise.

You agree to pay Our reasonable legal and accounting fees and costs We incur because of Our exercise of these Step-In Rights.

III. Additional Remedies

You expressly consent and agree that, in addition to any other remedies We may have, at law or under this Agreement, nothing herein shall bar Our right to obtain injunctive relief against threatened conduct that will cause it loss or harm, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

JJJ. Survival of Covenants

Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, all covenants and agreements to be performed and/or observed by You and/or the Guarantor under this Agreement or which by their nature survive the expiration or termination of this Agreement hereof shall survive any such expiration or termination.

18. DISPUTE RESOLUTION AND LITIGATION

A. Mediation

Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted below), the parties must first meet to mediate the dispute. The mediation will be held in the city where Our headquarters are located at the time of the mediation. Any such mediation will be non-binding and conducted by the American Arbitration Association, or its successor, in accordance with its then-current rules for mediation of commercial disputes.

Notwithstanding the foregoing, the parties agree that the following claims will not be subject to mediation: (i) Any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any mediation or arbitration proceedings initiated hereunder, and (ii) Any action in ejectment or for possession of any interest in real or personal property.

B. Arbitration

Except as qualified below, any dispute between You and Us or any of Our respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the Location of Your Franchised Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association, or its successor, pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis, and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in Erie County, New York. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five (5) years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the State of New York or the state where Your Franchised Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that We set.

Notwithstanding the foregoing, the parties agree that the following claims will not be subject to arbitration: (i) Any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder, and (ii) Any action in ejectment or for possession of any interest in real or personal property.

C. Governing Law

This Agreement and the relationship between the parties will be governed by the laws of the State of New York. In the event of any conflict of law question, the laws of such state will prevail, without regard to the application of such state's conflict-of-law rules. This subparagraph is not intended to subject this Agreement to any statute or regulation which would not by its own terms apply to this Agreement.

D. Venue and Jurisdiction

Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration, must be brought in Erie County, New York. Both parties hereto irrevocably submit themselves to, and consent to, the exclusive jurisdiction of any court within the State of New York. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

19. GENERAL PROVISIONS

KKK. Indemnification of the Franchisor

You hereby agree, during and after the term of this Agreement to indemnify and hold Us and Our affiliates, directors, stockholders, officers, employees and agents harmless from any and all liabilities, losses, suits, claims, demands, costs, fines and actions of any kind or nature whatsoever to which You shall or may become liable for, or suffer by reason of any breach, violation or non-performance on Your part or on part of any of Your affiliates, agents, servants or employees of any term or condition of this Agreement and from all claims, damages, suits, costs or rights of any persons, firms or corporations arising from the operation of the Franchised Business.

LLL. No Liability

We shall not be responsible or otherwise liable for any injury, loss, or damage resulting from, occasioned to or suffered by any person or persons or to any property because of any products sold or services provided to it by You.

MMM. Independent Contractor

The parties hereto hereby acknowledge and agree, that, except as expressly provided in this Agreement, each is an independent contractor, that no party shall be considered to be the agent, representative, master or servant of any other party hereto for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party hereto. Nothing in this Agreement shall be construed to create a relationship of employment partners, joint venturers, fiduciaries, or any other similar relationship among the parties.

NNN. Joint and Several

If two or more individuals, corporations, partnerships or other entities (or any combination of two or more thereof) shall sign or be subject to the terms and conditions of this Agreement as the Franchisee or as a Guarantor, the liability of each of them under this Agreement shall be deemed to be joint and several.

OOO. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

PPP. No Set Off by Franchisee

You agree that You will not, on grounds of the alleged non-performance by Us of Our obligations hereunder, withhold payment of any royalty or other amounts due to Us or Our affiliates, whether on account of goods purchased by You or otherwise.

QQQ. Notices

All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "notices") required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by facsimile, or mailed by a reputable overnight service, to the said parties at their respective addresses set forth hereunder, namely:

To Franchisor (“Us”) at:	Get Fried Franchise Group LLC ATTN: Legal 38 Anderson Place, Suite 4 Buffalo, NY 14222
To Franchisee (“You”) at:	the Premises
To the Guarantor at:	the Premises

or at any such other address or addresses as may be given by any of them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the second business day (except Saturdays and Sundays) following such mailing, or, if delivered by facsimile or personally, shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such Notice as aforesaid, then such Notice shall not be effective unless personally delivered.

RRR. Headings, Article Numbers

The headings, article numbers and table of contents appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

SSS. Time of the Essence

Time shall be of the essence of this Agreement and of each and every part hereof.

TTT. Waiver of Obligations

We may by written instrument unilaterally waive any obligation of or restriction upon You under this Agreement. No acceptance by Us of any payment by You and no failure, refusal or neglect of Ours to exercise any right under this Agreement or to insist upon full compliance by You with Your obligations hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

UUU. Franchisee and Guarantor Defined, Use of Pronoun

The words “You,” Your,” "Franchisee" and "Guarantor" whenever used in this Agreement shall be deemed and taken to mean each and every person or party mentioned as a Franchisee or Guarantor to this Agreement, be the same one or more; and if there shall be more than one Franchisee or Guarantor, any notice, consent, approval, statement, authorization, document or other communication required or permitted to be given by the terms or conditions of this Agreement may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter or male or female pronoun to refer to the Franchisee and/or the Guarantor may be an individual (male or female), a partnership, a corporation or another entity or a group of two or more individuals, partnerships, corporations or other entities. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense, where there is more than one Franchisee or Guarantor and to either individuals (male or female) partnerships, corporations or other entities, shall in all instances be assumed in each case. The words "hereof", "herein", "hereunder" and similar expressions used in any paragraph or subparagraph of this Agreement relate to the whole of this Agreement (including any Schedules attached hereto) and not to that paragraph or subparagraph only, unless otherwise expressly provided for or the context clearly indicates to the contrary.

VVV. Cross-Default

In the event that You directly or indirectly acquire the right to operate another Franchised Business, any default by You in the performance or observance of any of the terms and conditions under any one agreement governing such other business shall be deemed to be an event of default under all other agreements pursuant to which You directly or indirectly own or operate such a Franchised Business or Businesses, including this Agreement.

WWW. Set Off by the Franchisor

Notwithstanding anything contained in this Agreement, upon Your failure to pay to Us as and when due, any amounts of money provided for herein, We shall have the right at Our election, to deduct any and all such amounts remaining unpaid from any monies or credits held by Us for Your account.

XXX. Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

YYY. Successors and Assigns

Subject to the restrictions on assignment herein contained, this Agreement shall be to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

ZZZ. When Agreement Binding on the Franchisor

This Agreement is not effective until signed by a corporate officer of Ours. No field representative or salesman is authorized to execute this Agreement on Our behalf. You are advised not to incur any expense or obligation with respect to the proposed Franchised Business until You have received a fully executed copy of this Agreement from Us.

AAAA. Non-Waiver of Rights by the Franchisor

No waiver by Us of any breach by You, nor any delay or failure by Us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Our rights with respect to that or any other or subsequent breach.

BBBB. Force Majeure

We shall not be liable to You for any failure or delay in performing any obligation, in whole or in part, under this Agreement if such failure or delay results directly or indirectly from wars (declared or not), insurrections, riots, fires, floods, explosions, earthquakes, accidents, epidemic or quarantine restrictions, acts of God, any act of government or governmental priorities, transportation failures or delays, embargoes, material or parts shortages, strikes, labor trouble causing a cessation or slow down or interruption of work (including labor troubles or other delays at a supplier's facility), events where an export license is refused or withdrawn, or any other cause beyond Our reasonable control.

CCCC. Waiver of Jury Trial

With respect to any proceeding not subject to arbitration, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Your purchase from Us of this franchise and/or any goods or services.

DDDD. Damages Waiver

You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

EEEE. Reasonable Business Judgment

Whenever We reserve discretion in a particular area or where We agree to exercise Our rights reasonably or in good faith, We will satisfy Our obligations whenever We exercise Reasonable Business Judgment in making a decision or exercising a right. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Our decisions or actions are intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Our financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

FFFF. Entire Agreement, Modifications and No Reliance

Nothing in this franchise agreement or any related agreement is intended to disclaim the representations We have made in Our Franchise Disclosure Document. Except for any written promissory notes, this Agreement contains the entire agreement between the parties hereto as it relates to the franchising of the Franchised Business at the Premises, and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the franchising of the Franchised Business at the Premises other than those set forth herein and in any promissory notes, and no party has relied on any representation, inducement, promise, agreement, arrangement, undertaking, of any type or form, that is not set forth in this Agreement or any promissory note. No agreement of any kind relating to the matters covered by this Agreement shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties. This provision is not intended to disclaim the representations We made solely in the franchise disclosure document that We furnished to You.

This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by You and an authorized representative of Ours. This provision does not apply to changes in the Manual, which We may modify unilaterally. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing, by special indulgences or benefits We bestow on You, or by inference from a party's conduct.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date

FRANCHISOR ("WE," "US") **Get Fried Franchise Group LLC**	**FRANCHISEE ("YOU," "YOUR")** [*Name of Franchisee]*
By: ______________________________ [Signature]	By: ______________________________ [Signature]
Name: ___________________________ [Print Name]	Name: ___________________________ [Print Name]
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

EXHIBIT A
GUARANTY AND INDEMNIFICATION AGREEMENT

The Undersigned, for and in consideration of, and as an inducement to, the grant by Get Fried Franchise Group LLC ("Franchisor") of franchise rights to _________ ("Franchisee") for the development, establishment, and operation of a Franchised Business as described in that certain Franchise Agreement dated _______________, _______________, between the Franchisor and the Franchisee ("Franchise Agreement") establishing said rights, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby jointly and severally guaranty timely and full payment of any and all indebtedness and full performance of any and all obligations for which the Franchisee is now or may hereafter become responsible. This Guaranty shall include, without limitation, any sum owed by the Franchisee under the agreement which the Franchisee is not able to pay or remit to the Franchisor due to currency restrictions imposed by any government authority having jurisdiction in any country in which the Franchisee is operating under the Franchise Agreement; provided, however, that the Franchisee shall be entitled to a credit under the Franchise Agreement for any such amount paid by the Undersigned on its behalf.

The Undersigned hereby agree to defend, indemnify, and hold the Franchisor and its affiliates harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by the Franchisee to make any payment required of the Franchisee under the Franchise Agreement or to perform any obligation of the Franchisee under the Franchise Agreement, including any amendments, or any other agreement executed by the Franchisee referred to in the Franchise Agreement.

The Undersigned hereby agree to be bound jointly and severally with the Franchisee for any such indebtedness and obligations to the Franchisor arising under the Franchise Agreement; and the Undersigned hereby waives (a) acceptance and notice of the acceptance of this guaranty ("Guaranty"); (b) notice of any and all indebtedness and obligations of the Franchisee to the Franchisor, now existing or which may hereafter exist; (c) notice of default of payment, demand and diligence, and all other notices of any kind whatsoever; (d) any right to require the Franchisor to (1) proceed against the Franchisee for any payment required under the Franchise Agreement; (2) proceed against or exhaust any security from the Franchisee; or (3) pursue or exhaust any remedy, including any legal or equitable relief, against the Franchisee; and (e) all legal and equitable defenses to which it may be entitled under the Franchise Agreement or under this Guaranty. The Undersigned further waives notice of amendment of the Franchise Agreement and agrees to be bound by any and all such amendments and changes to the Franchise Agreement.

The Undersigned acknowledge that, during the effective period of this Guaranty, the Franchisor may look first to the Undersigned for any nonpayment or unperformed obligations, without being required to first seek recourse or exhaust all remedies against the Franchisee. Without affecting the obligations of the Undersigned under this Guaranty, the Franchisor may, without notice to the Undersigned, extend, modify, or release any indebtedness or obligation of the Franchisee, or settle, adjust, or compromise any claims against the Franchisee.

The Undersigned also agree that the written acknowledgement of the Franchisee or the judgment of any arbitration panel or court establishing the amount due from the Franchisee shall be conclusive and binding on the Undersigned, and their successors and assigns, and that any extension of time for payment shall not affect the Undersigned's liability thereunder.

This Guaranty shall terminate upon the termination or expiration of the Franchise Agreement, except that all obligations and liabilities of the Undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the Undersigned, and all obligations which by their terms continue in force after the expiration or termination of the Franchise Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guaranty, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The Undersigned agree to pay to the Franchisor its reasonable attorney's fees and all costs incurred by the Franchisor in attempting to collect, or in collecting, any sums owed by the Franchisee, as described in the Franchise Agreement (unless attorney's fees and costs are included in the indebtedness of the Franchisee for which the Undersigned is liable thereunder), or owed by the Undersigned as a result of, or in connection with, this Guaranty.

The Undersigned hereby subordinate their claims to repayment of loans made by the Undersigned to the Franchisee, or any claims associated therewith, to the rights or claims of the Franchisor, whether now existing or hereafter arising while this Guaranty is in effect.

This Guaranty is for the benefit of the Franchisor, which may, without any notice whatsoever to anyone, sell, assign, or transfer any part of the indebtedness guaranteed herein, and in that event, each and every successive assignee, transferee, or holder of all or any part of the indebtedness shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name given such rights, powers, and benefits; but the Franchisor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for its benefit as to so much of said indebtedness that it has not sold, assigned or transferred.

The Undersigned understand that this Guaranty is independent of any and all other guaranties that may be made by any other parties with respect to the indebtedness or obligations covered hereby. Notices under this Guaranty shall be furnished to the Undersigned at the addresses given below in accordance with the Franchise Agreement. This Guaranty shall be interpreted and construed in accordance with the applicable law and dispute resolution provisions of the Franchise Agreement. This Guaranty is the entire agreement affecting the Undersigned's liability for the obligations described herein. Unless specifically stated otherwise, the terms used in this Guaranty shall have the same meaning as in the Franchise Agreement.

EXECUTED in multiple originals this day of ____________________, ____________________, 201_.

GUARANTORS:

____

Address:

____

Address:

EXHIBIT B

ACKNOWLEDGMENT ADDENDUM TO THE FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a Franchised Business. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least (a) fourteen (14) calendar days prior to signing the Franchise Agreement, or (b) if you are a resident of Iowa, Maryland, New York, Oklahoma or Rhode Island, at the earlier or the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or payment of any consideration, or (c) if you are a resident of Michigan, Oregon, Washington or Wisconsin, at the earlier of ten (10) business days before the execution of any binding agreement or payment of any consideration?

Check one: ☐ Yes ☐ No

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement?

Check one: ☐ Yes ☐ No

3. Is the name, address and phone number of each of our employees or representatives who was involved in offering you this franchise listed on the Disclosure Document receipt you signed (or on any updated receipt we provided to you)?

Check one: ☐ Yes ☐ No

4. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise, meaning that any prior oral or written statements not included in the Franchise Agreement or our Disclosure Document will not be binding?

Check one: ☐ Yes ☐ No

5. Do you understand that the success or failure of your business will depend in large part on your skills and experience, your business acumen, your location, the local market for products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors?

Check one: ☐ Yes ☐ No

6. Do you understand that the franchise granted is for the right to operate a Franchised Business at the authorized location only and includes no exclusive area, and that we and our affiliates have the right to operate competing businesses for or at locations, as we determine, near

your authorized location?

Check one: □ Yes □ No

7. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Section 14 and that an injunction is an appropriate remedy to protect the interests of the Franchise System if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly such that any actions in violation of the covenants by those holding any interest in the Franchisee entity may result in an injunction, default and termination of the Franchise Agreement?

Check one: □ Yes □ No

If you answered "No" to questions 1-7, please explain (attach additional sheets if necessary):

8. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document?

Check one: □ Yes □ No

9. Was any oral, written or visual claim or representation made to you which stated, suggested, predicated or projected your sales, income or profit levels?

Check one: □ Yes □ No

10. Did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to or different from the information in the Disclosure Document?

Check one: □ Yes □ No

If you answered "Yes" to questions 8-10, please explain in detail the claim, representation or statement (attached additional sheets if necessary):

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY

COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: ____________________________

Print Name: _________________________

Date: ______________________________

Signed: ____________________________

Print Name: _________________________

Date: ______________________________

APPROVED ON BEHALF OF GET FRIED FRANCHISE GROUP LLC

Signed: ____________________________

Print Name: _________________________

Title: ______________________________

Date: ______________________________

**Such representations are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.*

EXHIBIT C
FRANCHISE PREMISE LEASE AGREEMENT RIDER

THIS RIDER has been entered this day of , 20 . It is by and between , ("Landlord") and , (jointly and severally "Tenant").

RECITALS

On or about , 20 , Landlord and Tenant executed a lease agreement (the "Lease Agreement") by which Tenant leased from Landlord real property for Tenant's operations of a #getfried® franchise at the following location: (the "Franchise Premises").

On or about , 20 , Tenant and Get Fried Franchise Group LLC (the "Franchisor") executed a franchise agreement (the "Franchise Agreement") for Tenant to operate a #getfried® franchise at the Franchise Premises.

Landlord and Tenant desire to execute this addendum to the Lease Agreement to give Franchisor certain rights to the Franchise Premises as required by the Franchise Agreement.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

Landlord Reports and Disclosures to Franchisor. Tenant acknowledges and agrees that Landlord may, upon Franchisor's written request, disclose to Franchisor all reports, information, or data in Landlord's possession respecting sales made in, upon, or from the Franchise Premises and Tenant's business operations.

Assignment to Franchisor. Anything contained in the Lease Agreement to the contrary notwithstanding, Landlord agrees that without Landlord's consent, the Lease Agreement and Tenant's right, title and interest, may be assigned by Tenant to Franchisor, without cost or penalty. Landlord grants to Franchisor the right, at Franchisor's election, to receive an assignment of the Lease Agreement and the leasehold interest in the Franchise Premises, upon termination or expiration of Tenant's Franchise Agreement.

Tenant's Default; Notice to Franchisor. Landlord will give written notice to franchisor (concurrently with the giving of notice to Tenant) of any breach by Tenant under the Lease Agreement. Franchisor will have the right (but not obligation), in Franchisor's sole discretion, to cure any breach at Tenant's expense within 15 business days after the expiration of the period in which Tenant had to cure the default. Notice will be sent to the following address, or to the address Franchisor may, from time to time, specify in writing to Landlord:

Get Fried Franchise Group LLC
38 Anderson Place, Suite 4
Buffalo, NY 14222

Franchise Premises De-identification. Upon termination, expiration, or non-renewal of the Franchise Agreement, Tenant must de-identify the Franchise Premises. If Tenant fails to do so, Landlord gives Franchisor the express right to de-identify. De-identification consists of removal of all signs; modification or remodeling of all identifying architectural features; repainting as necessary to no longer use the color scheme used by Franchisor; and any other steps necessary (in Franchisor's reasonable discretion) to effectively distinguish the Franchise Premises from Franchisor's proprietary designs and marks.

Signatures.

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

"**Landlord**":

By: ___________________________________

Name: ________________________________

Title: _________________________________

Date: __________________________________

"**Tenant**":

By: ___________________________________

Name: ________________________________

Title: _________________________________

Date: _____________________________

EXHIBIT D

AREA DEVELOPMENT ADDENDUM FOR MULTIPLE FRANCHISE LOCATIONS

The following additional provisions are agreed to by the parties with respect to the attached Franchise Agreement dated_______, 20_____, between Get Fried Franchise Group LLC as “we,” and , as “you,” of which this Addendum is apart (the “Franchise Agreement.”) In the event of conflict, the provisions of this Addendum supersede the corresponding provisions of the Franchise Agreement.

We expressly disclaim the making of and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Area Development Addendum and our standard franchise disclosure document and franchise agreement, except as specifically disclosed in our franchise disclosure document. You acknowledge that you have read the Franchise Agreement and this Addendum and our franchise disclosure document. You have no knowledge of any representations by us, or our officers, directors, shareholders, employees or agents that are contrary to the statements made in our franchise disclosure document and the Franchise Agreement.

1. INITIAL FRANCHISE FEE. The Initial Franchise Fee established in Section 3 of the Franchise Agreement is thirty thousand dollars ($30,000) for the first franchise and twenty thousand dollars ($20,000) for each additional franchise.

Additional physical locations purchased at future dates during the term of this agreement, shall be priced at twenty thousand dollars ($20,000) per location. You must execute separate franchise agreements for each additional franchise business that you plan to open.

Payment of all initial fees is postponed until after all of our initial obligations are complete and your franchise is open for business.

2. DESIGNATED TERRITORY. We grant to You, subject to the terms and conditions of the Franchise Agreement and this Addendum, the right to establish and operate your franchises within the following territory (the “Designated Territory): _________________.

Except as otherwise provided in the Franchise Agreement or this Addendum, and so long as You remain in full compliance with all agreements between You and Us, We will not establish nor license anyone other than You to establish any #getfried® business within the Designated Territory from the date of this Addendum until expiration or termination of the development schedule set forth below. You have no right under this Addendum to sub-license others.

3. DEVELOPMENT SCHEDULE. Section 6(C) of the Franchise Agreement is modified to add the following language:

> “The schedule within which You must open each of Your Franchised Businesses, from the date of this Addendum, is as follows:

1st Franchise	12 months

2nd Franchise	24 months
3rd Franchise	36 months
4th Franchise	48 months
5th Franchise	60 months

The Franchise purchased pursuant to this Agreement is the first Franchise and must open no later than the Opening Date for the 1st Franchise, as defined above. We may approve extension to opening of location(s) if discussed thirty (30) days prior to deadline, and issues and resolutions are agreed upon by You and Us. If no acceptable site is found and approved by the parties for the additional Franchise and the Franchise opened for business by the Opening Date, this Agreement will terminate without notice by either party to the other on the expiration date, and no portion of any payment You paid to Us will be refundable or returned to You. Upon termination pursuant to this Section, we will be fully and forever released from any claims or causes of action You may have under or pursuant to this Agreement and any right, title or interest in this Agreement, the Service Marks or the Method of Operation will automatically revert to Us."

4. DEFAULT AND TERMINATION. The parties have executed a number of Franchise Agreements contemporaneously with the Franchise Agreement as part of a multiple franchise purchase. Any material violation or breach of any such agreement, or of any other franchise agreement between the parties or of any other agreement between the parties related to the #getfried® franchise system will be deemed a material violation of the Franchise Agreement and this Addendum, of all such other franchise agreements, and of all such other agreements. The non-breaching party then will be entitled to enforce the penalties of or to terminate the Franchise Agreement and this Addendum and any or all of such other franchise agreements and such other agreements as provided in the Franchise Agreement for enforcement or termination.

If the franchise represented by this Addendum is not opened within the time period set forth in Section 6 of your respective Franchise Agreement, we will have the right to terminate the Franchise Agreement and this Addendum. Upon termination of this Addendum, all remaining franchise agreements for franchises that have not yet been opened for business pursuant to the Development Schedule above, if any, may thereafter be opened at any available location where We have the right to offer and place franchises in accordance with state and federal franchise and business opportunity disclosure and registration laws and pursuant to Our contractual commitments (including those with Our other franchisees) and in compliance with Our franchise placement, market development, and demographic criteria. We may then establish or license others to establish Franchised Businesses in the Designated Territory subject only to the franchise territories established in each of Your franchise agreements for Your opened and operating franchises.

5. TRAINING. We will have no obligation to provide any training to You beyond that related to Your first franchise agreement.

No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or equity.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date

FRANCHISOR (“WE,” “US”) **Get Fried Franchise Group LLC**	**FRANCHISEE (“YOU,” “YOUR”)** [*Name of Franchisee]*
By: ______________________________ [Signature]	By: ______________________________ [Signature]
Name: ___________________________ [Print Name]	Name: ___________________________ [Print Name]
Title: ____________________________	Title: ____________________________
Date: ___________________________	Date: ___________________________

EXHIBIT B

GET FRIED FRANCHISE GROUP LLC
STATE ADDENDA

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Get Fried Franchise Group LLC

The following modifications are to the #getfried® Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law and certain portions of the Franchise Agreement dated __________________.

The following states have statutes that may supersede the Franchise Agreement in your relationship with Us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. 815 ILCS 705/19 and 705/20], INDIANA [Stat. Sections 23- 2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MARYLAND [Maryland Franchise Registration and Disclosure Law, MD. Code Ann., Bus. Reg. Sections 14-201 to 14-233 (1998 Repl. Vol. & Supp. 2001)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56.10-1], SOUTH DAKOTA [Codified Laws Section 37- 5B], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the Franchise Agreement in Your relationship with us including the areas of termination and renewal of Your franchise.

CALIFORNIA

1. No person named in Item 2 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 19934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.

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

4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

5. The franchise agreement contains a covenant not to compete which extends beyond the termination or transfer of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement requires binding arbitration. The arbitration will occur at (Erie Count, NY with the costs being borne by the party which does not substantially prevail. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The franchise agreement requires application of the laws of the State of New York. This provision may not be enforceable under California law.

8. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

9. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

11. Re: website: www.GetFriedUSA.com

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

12. ITEM 5 of the Disclosure Document is amended as follows: With respect to franchises governed by California law, Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

NEW YORK

Addendum to the Disclosure Document

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

    INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.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.

2) The following is added at the end of Item 3:

    a. 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:

    b. 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.

    c. 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.

    d. 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;

e. fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

f. 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.

3) The following is added to the end of Item 4:

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

4) The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5) The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer**":

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.

6) 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.

7) The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor"**:

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8) The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

   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.

EXHIBIT B

OPERATIONS MANUAL TABLE OF CONTENTS

OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT C

LIST OF STATE ADMINISTRATORS & AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
California	Department of Business Oversight Suite 750 320 West 4th Street Los Angeles, CA 90013-2344 (213) 576-7505 Toll Free: (866) 275-2677 1515 K. Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 1350 Front Street San Diego, CA 92101-3697 (619) 525-4233 One Sansome Street, #600 San Francisco, CA 94104 (415) 972-8565	California Department of Business Oversight 1515 K Street, Suite 200 Sacramento, CA 95814-4052
Connecticut	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 (860) 240-8232
Florida	N/A	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, 2nd Floor Tallahassee, FL 32399-0800 (850) 922-2770
Hawaii	Commissioner of Securities 355 Merchant Street, Room 203 Honolulu, Hawaii 96813-2921 PO Box 40 Honolulu, Hawaii 96810 (808) 586-2722	Commissioner of Securities 355 Merchant Street, Room 203 Honolulu, Hawaii 96813 PO Box 40 Honolulu, Hawaii 96810 (808) 586-2722

Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 67206 (217) 782-4465	Illinois Attorney General & United Corporate Services Inc. 2901 Normandy Road Springfield, IL 62703
Indiana	Indiana Secretary of State Securities Division Room E-111 301 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
Iowa	Director of Regulated Industries Unit, Iowa Securities Bureau 340 E. Maple Des Moines, Iowa 50319-0066 (515) 281-4441	Director of Regulated Industries Unit, Iowa Securities Bureau 340 E. Maple Des Moines, Iowa 50319-0066 (515) 281-4441
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place 20th Floor Baltimore, MD 21202-2020 (410) 576-6360
Michigan	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau 670 Law Building Lansing, MI 48913 (517) 373-7117
Minnesota	Minnesota Department of Commerce 85 7th Place E., Suite 500 St. Paul, MN 55101-2198 (651) 296-4026 (651) 296-6328	Minnesota Commissioner of Commerce 85 7th Place E., Suite 500 St. Paul, MN 55101-2198
Nebraska	Staff Attorney Department of Banking & Finance 1200 N. Street Suite 311 PO Box 95006 Lincoln, NE 68509 ((402) 471-3445	Staff Attorney Department of Banking & Finance 1200 N. Street Suite 311 PO Box 95006 Lincoln, NE 68509 (402) 471-3445
New York	~~New York~~ NYS~~State~~ Department of Law~~-~~ ~~Bureau of~~ Investor Protection ~~and Securities~~ ~~120 Broadway, 23rd Floor~~ Bureau 28 Liberty St. 21st fl	New York Secretary of State 99 Washington Avenue Albany, New York 12231

	New York, NY ~~10271~~ ~~(~~ 10005 212~~)~~ -416-~~8222~~8236	
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328- 4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street, NE, #410 Salem, OR 97310 (503) 378-4140	Director of Oregon Department of Insurance and Finance
Rhode Island	Department of Business Regulation Division of Securities 233 Richmond St., Suite 232 Providence, RI 02903-4232 (401) 222-3048	Director of Rhode Island Department of Business Regulation 1 Hospital Trust Plaza 1 420 Hospital Trust Tower Providence, RI 02903
South Dakota	Department of Commerce and Regulation Division of Securities 118 West Capitol Ave Pierre, SD 57501-2017 (605) 773-4823	Director of South Dakota Division of Securities 118 West Capitol Ave Pierre, SD 57501-2017 (605) 773-4823
Texas	Secretary of State Statutory Document Section PO Box 13550 Austin, TX 78711 (512) 475-1769	Secretary of State Statutory Document Section PO Box 13550 Austin, TX 78711 (512) 475-1769
Utah	Division of Consumer Protection Utah Department of Commerce 160 E. 300 South SLC, UT 84145-0804	N/A
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Fl. Richmond, VA 32319	Clerk of State Corporation Commission 1300 East Main Street, 1st Fl. Richmond, VA 23219 (804) 371-9051
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501

	(360) 902-8760	
Wisconsin	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin and UCS 3 South Pinckney Street, St 1200 Madison, WI 53701
Federal Trade Commission	Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Ave & 6th Street NW Washington, DC 20580 (202) 326-3128	

EXHIBIT D

AUDITED FINANCIAL STATEMENTS

The franchisor has not been in business for three years or more, and cannot include all financial statements required.

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

~~GET FRIED FRANCHISE GROUP, LLC~~

~~DECEMBER 31, 2016 FINANCIAL STATEMENTS~~

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

~~GET FRIED FRANCHISE GROUP, LLC~~

~~Table of Contents~~

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

February 23, 2017

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
Get Fried Franchise Group, LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Get Fried Franchise Group, LLC (a limited liability company) as of December 31, 2016 and the related statements of operations, changes in owner's equity and cash flows for the year then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

~~An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.~~

~~I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.~~

~~OPINION~~

~~In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Get Fried Franchise Group, LLC (a limited liability company) as of December 31, 2016 and the results of operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.~~

~~A. Andrew Gianiodis Certified~~

~~Public Accountant~~

~~Get Fried Franchise Group LLC~~

~~Balance Sheet~~
~~December 31, 2016~~

~~ASSETS~~

~~CURRENT ASSETS~~	
~~Cash~~	~~$ 22,969~~
~~Due From Affiliate~~	~~-~~
~~TOTAL CURRENT ASSETS~~	~~22,969~~
~~FIXED ASSETS~~	
~~Equipment~~	~~-~~
~~Accumulated Depreciation~~	~~-~~
~~TOTAL FIXED ASSETS~~	~~-~~
~~TOTAL ASSETS~~	~~$ 22,969~~

~~LIABILITIES & EQUITY~~

~~CURRENT LIABILITIES~~	
~~Due to Affiliates~~	~~$ 27,832~~
~~Deferred revenues~~	~~55,000~~
~~Current Notes Payable~~	~~22,000~~
~~TOTAL CURRENT LIABILITIES~~	~~104,832~~
~~TOTAL LIABILITIES~~	~~104,832~~
~~MEMBER'S EQUITY~~	
~~Member's Capital~~	~~25,000~~
~~Retained Deficit~~	~~(106,863)~~
~~TOTAL MEMBER'S EQUITY~~	~~(81,863)~~
~~TOTAL LIABILITIES & MEMBER'S EQUITY~~	~~$ 22,969~~

~~See accompanying notes~~

~~Get Fried Franchise Group LLC~~

~~Statement of Operations~~
~~Year ended December 31, 2016~~

~~Revenues~~		
~~Franchise Revenue~~	~~$~~	~~70,000~~
~~Other Revenue~~		~~-~~
~~Total revenue~~		~~70,000~~
~~Expenses~~		
~~Advertising~~		~~723~~
~~Bank Fees~~		~~428~~
~~Franchise Expenses~~		~~41,277~~
~~Marketing and Promotion~~		~~12,500~~
~~Office Supplies~~		~~2,488~~
~~Payroll~~		~~15,660~~
~~Professional Fees~~		~~4,255~~
~~Postage~~		~~213~~
~~Rent~~		~~16,009~~
~~Trade Shows~~		~~1,600~~
~~Travel~~		~~711~~
~~Total expenses~~		~~95,864~~
~~Net Loss~~	~~$~~	~~(25,864)~~

~~*See accompanying notes*~~

~~Get Fried Franchise Group LLC~~

~~Statement of Changes in Member's Equity Year ended December 31, 2016~~

	~~Partner's Capital~~	~~Retained Deficit~~	~~Total Member's Equity~~
~~Balance, January 1, 2016~~	~~$ 25,000~~	~~$ (35,033)~~	~~$ (10,033)~~
~~Member's Draws~~	~~-~~	~~(45,966)~~	~~(45,966)~~
~~Net Loss~~	~~-~~	~~(25,864)~~	~~(25,864)~~
~~Member's equity at December 31, 2016~~	~~$ 25,000~~	~~$ (106,863)~~	~~$ (81,863)~~

~~See accompanying notes~~

~~Get Fried Franchise Group LLC~~

~~Statement of Cash Flows~~
~~Year ended December 31, 2016~~

~~Cash flows from operating activities:~~		
~~Net Loss~~	~~$~~	~~(25,864)~~
~~Adjustments to reconcile net loss to net cash provided by~~		
~~Depreciation & amortization~~		~~-~~
~~Changes in assets and liabilities~~		
~~Current assets~~		
~~Current liabilities~~		~~72,799~~
~~Net cash provided by operating activities~~		~~46,935~~
~~Cash flows from investing activities:~~		
~~Proceeds from Notes~~		~~30,000~~
~~Payments on Notes~~		~~(8,000)~~
~~Net cash provided by investing activities~~		~~22,000~~
~~Cash flows from financing activities:~~		
~~Member Distributions~~		~~(45,966)~~
		~~-~~
~~Net cash provided by financing activities~~		~~(45,966)~~
~~Net increase in cash~~		~~22,969~~
~~Cash - beginning of year~~		~~-~~
~~Cash - end of year~~	~~$~~	~~22,969~~
~~Supplemental Disclosures~~		
~~Interest Paid~~		~~-~~
~~Income Taxes Paid~~		~~-~~

~~See accompanying notes~~

~~GET FRIED FRANCHISE GROUP, LLC NOTES TO FINANCIAL STATEMENTS~~

~~NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES~~

~~This summary of significant accounting policies of Get Fried Franchise Group, LLC is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.~~

~~ORGANIZATION AND NATURE OF BUSINESS~~

~~The Company was incorporated under the laws of the State of New York for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Get Fried restaurant operation, as a franchise.~~

~~BASIS OF PRESENTATION~~

~~The financial statements are presented on the accrual basis of accounting.~~

~~CASH AND CASH EQUIVALENTS~~

~~For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.~~

~~REVENUE RECOGNITION~~

~~Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized when recorded by the franchisee.~~

~~COMPANY INCOME TAXES~~

~~The Company, with the consent of its members, has elected to be treated as an LLC. As such, the Company is not responsible for income taxes on its taxable income; rather, the members will be responsible for their pro rata share of any taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.~~

~~USE OF ESTIMATES~~

~~The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.~~

~~NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS~~

~~The Company estimates that the fair value of all financial instruments at December 31, 2016, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.~~

~~NOTE 3 COMMITMENTS AND CONTINGENCIES~~

~~The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.~~

~~NOTE 4 FRANCHISE AGREEMENT~~

~~The terms of the Company's franchise agreement will be as follows:~~

- ~~A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.~~
- ~~B. The franchisee is obligated to pay a non-refundable initial franchise fee.~~
- ~~C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.~~

~~The Company has entered into 2 Franchise Agreements as of the date of this audit.~~

~~NOTE 5 CONSULTATION AGREEMENT~~

~~The Company entered into a Consultation Agreement with Franchise Development & Marketing Group Inc. ("FD&MG"). FD&MG is retained to prepare franchise legal work, operations manuals, and to market and sell the Company's franchises based on an advertising budget provided by Get Fried Franchise Group, LLC.~~

~~NOTE 6 SUBSEQUENT EVENTS~~

~~Subsequent events have been evaluated through February 23, 2017, the date that the financial statements were available to be issued.~~

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

~~CONSENT OF THE INDEPENDENT AUDITOR~~

~~February 23,~~

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

GET FRIED FRANCHISE GROUP, LLC

DECEMBER 31, 2017 AND 2016

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

GET FRIED FRANCHISE GROUP, LLC

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

April 20, 2018

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
Get Fried Franchise Group, LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Get Fried Franchise Group, LLC (a limited liability company) as of December 31, 2017 and 2016 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Get Fried Franchise Group, LLC (a limited liability company) as of December 31, 2017 and 2016 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

Get Fried Franchise Group LLC

Balance Sheet
December 31, 2017 and 2016

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash	$ 5,942	$ 22,969
Due From Affiliate	127,607	-
TOTAL CURRENT ASSETS	133,549	22,969
FIXED ASSETS		
Equipment	-	-
Accumulated Depreciation	-	-
TOTAL FIXED ASSETS	-	-
TOTAL ASSETS	$ 133,549	$ 22,969
LIABILITIES & EQUITY		
CURRENT LIABILITIES		
Accruals and paybles	$ 12,550	$ -
Due to Affiliates		27,832
Deferred revenues	-	55,000
Current Notes Payable	168,000	22,000
TOTAL CURRENT LIABILITIES	180,550	104,832
TOTAL LIABILITIES	180,550	104,832
MEMBER'S EQUITY	(47,001)	(81,863)
TOTAL LIABILITIES & EQUITY	$ 133,549	$ 22,969

See accompanying notes

Get Fried Franchise Group LLC

Statement of Operations
Years ended December 31, 2017 and 2016

	2017	2016
Revenues		
Franchise Revenue	$ 256,277	$ 70,000
Other Revenue	5,929	-
Total revenue	262,206	70,000
Expenses		
Advertising	35,438	723
Auto expenses	7,608	-
Bank Fees	404	428
Commissions	52,000	-
Franchise Expenses	37,027	41,277
Interest	2,614	-
Marketing and Promotion	25,125	12,500
Miscellaneous	3,405	-
Office Supplies	3,369	2,488
Payroll	-	15,660
Professional Fees	7,898	4,255
Postage	1,365	213
Rent	26,781	16,009
Telephone	1,245	
Trade Shows		1,600
Travel	12,447	711
Total expenses	216,726	95,864
Net Income / (Loss)	$ 45,480	$ (25,864)

See accompanying notes

Get Fried Franchise Group LLC

Statement of Changes in Member's Equity
Years ended December 31, 2017 and 2016

		Total Member's Equity
Balance, January 1, 2016	$	(10,033)
Member's Draws		(45,966)
Net Loss		(25,864)
Member's equity at December 31, 2016	$	(81,863)
Balance, January 1, 2017	$	(81,863)
Member's Draws		(10,618)
Net Income		45,480
Member's equity at December 31, 2017	$	(47,001)

See accompanying notes

Get Fried Franchise Group LLC

Statement of Cash Flows
Years ended December 31, 2017 and 2016

		2017		2016
Cash flows from operating activities:				
Net Income / (Loss)	$	45,480	$	(25,864)
Adjustments to reconcile net loss to net cash provided by operating activities:				
Depreciation & amortization		-		-
Changes in assets and liabilities				
Current assets		(127,607)		
Current liabilities		(70,282)		72,799
Net cash provided by operating activities		(152,409)		46,935
Cash flows from investing activities:				
Proceeds from Notes		146,000		30,000
Payments on Notes		-		(8,000)
Net cash provided by investing activities		146,000		22,000
Cash flows from financing activities:				
Member Distributions		(10,618)		(45,966)
		-		-
Net cash provided by financing activities		(10,618)		(45,966)
Net change in cash		(17,027)		22,969
Cash - beginning of year		22,969		-
Cash - end of year	$	5,942	$	22,969
Supplemental Disclosures				
Interest Paid		-		-
Income Taxes Paid		-		-

See accompanying notes

GET FRIED FRANCHISE GROUP, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Get Fried Franchise Group, LLC is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of New York for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Get Fried restaurant operation, as a franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

CASH AND CASH EQUIVALENTS

For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized when recorded by the franchisee.

COMPANY INCOME TAXES

The Company, with the consent of its members, has elected to be treated as an LLC. As such, the Company is not responsible for income taxes on its taxable income; rather, the members will be responsible for their pro rata share of any taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2017, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 COMMITMENTS AND CONTINGENCIES

The Company does not carry general liability or worker's compensation coverage, nor is it self-insured.

NOTE 4 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 5 CONSULTATION AGREEMENT

The Company entered into a Consultation Agreement with Franchise Development & Marketing Group Inc. ("FD&MG"). FD&MG is retained to prepare franchise legal work, operations manuals, and to market and sell the Company's franchises based on an advertising budget provided by Get Fried Franchise Group, LLC.

NOTE 6 SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 20, 2018, the date that the financial statements were available to be issued.

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF THE INDEPENDENT AUDITOR

April 20, 2018

Ladies and Gentlemen:

A. Andrew Gianiodis, CPA hereby consent to the use in the Franchise Disclosure Document issued by Get Fried Franchise Group, LLC ("Franchisor") on April 20, 2018, of our report dated April 20, 2018, the financial statements of Franchisor for the years ending December 31, 2017 and 2016.

CPA

A. Andrew Gianiodis, CPA

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

~~2017 Ladies and~~

~~Gentlemen:~~

~~A. Andrew Gianiodis, CPA hereby consent to the use in the Franchise Disclosure Document issued by Get Fried Franchise Group, LLC ("Franchisor") on February 23, 2017, of our report dated February 23, 2017, the financial statements of Franchisor for the year ending December 31, 2016.~~

CPA

~~A. Andrew Gianiodis, CPA~~

EXHIBIT E

LIST OF FRANCHISEES

(as of December 31, ~~2016~~2017)

State ~~STATE~~	~~CITY~~**Location**	~~NAME~~**Phone**	~~ADDRESS~~**Address**	~~TELEPHONE~~ **Business Name**
CA	San Francisco, CA	408-218-4697	1082 Glen Echo Drive, San Jose, California 95125	LR & RK, LLC
TX	San Antonio~~-~~, TX (Unit 1)	~~Craig Christopher —~~ 714-932-7589	24044 Oak Wilderness #608, San Antonio, TX 78258	~~210-857-7077~~DNA, LLC
TX	San Antonio, TX (Unit 2)	714-932-7590	24045 Oak Wilderness #608, San Antonio, TX 78258	DNA, LLC
TX	Houston~~-~~, TX	~~Houston – Mahmood Management~~346-224-6900	~~Houston –~~ 7503 ~~Raed~~Raes Creek ~~Dr~~Drive, Spring, TX 77389	Mahmood Management, LLC
~~NY~~TX	~~New York City~~Austin, TX	~~MOVE Systems~~ 512-656-8197	5510 Kansas Street B, Houston, TX 77007	~~917-524-4182~~WAGTRAV, LLC
~~NY~~**Signed but No Open**		~~Buffalo~~	~~Franchise Development Group~~	~~716-208-6900~~
TX	Dallas, TX	443-851-5337	TBD	Muhammad Abdullah

EXHIBIT F

LIST OF FORMER FRANCHISEES
(as of December 31, 2016)

~~**None.**~~

State	Location	Phone	Address	Business Name
TX	San Antonio	Unknown	310 Country Lane, San Antonio, TX 78209	Craig Christopher

If you buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

ITEM 23. RECEIPT

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

If Get Fried Franchise Group LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Get Fried Franchise Group LLC does not deliver this disclosure document on time or if it contains a false or misleading misstatement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit C.

The following are the names, principal business addresses and telephone numbers of each franchise seller offering the franchise:

Chris Covelli of Get Fried Franchise Group LLC located at 357 Crescent Avenue, Buffalo, New York, 14214; (716) 868-5050.

Garret Green of Get Fried Franchise Group LLC located at 430 Virginia Street, Suite 401, Buffalo, New York, 14222; (716) 316-4360.

Andy Klie of Franchise Development Group LLC located at 651 Delaware Ave Buffalo, NY 14202; (716) 208-6900.

Issuance Date: ~~March 15, 2017~~__________________________

I received a disclosure document dated ~~March 15,~~ __________________________,~~2017,~~ that included the following Exhibits:

A. Franchise Agreement with Exhibits and State Addenda
B. Operations Manual Table of Contents
C. State Administrators and Agents for Services of Process
D. Audited Financial Statements and Report
E. List of Franchisees
F. List of Former Franchisees

All individuals who will sign the Franchise Agreement must sign this Receipt. If a corporation or limited liability company will execute the Franchise Agreement, an officer or owner authorized to receive this FDD on behalf of the corporation or limited liability company must execute this Receipt. If the Franchise

Agreement will be executed by a partnership, then all general partners must execute this Receipt as general partners and individuals.

Individuals:

Printed Name	Signature	Date
Printed Name	Signature	Date

If corporation:

By: ___________________
Name

Signature   Date

Its: _______________________
Title

If limited liability company:

Printed Name	Signature	Date

____
Title

If partnership:

As general partners and as individuals

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date

Return to:

Get Fried Franchise Group LLC
357 Crescent Avenue
Buffalo, NY 14214

Or by email with electronic signatures to: chris.covelli@getfriendusa.com

ITEM 23. RECEIPT

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

If Get Fried Franchise Group LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Get Fried Franchise Group LLC does not deliver this disclosure document on time or if it contains a false or misleading misstatement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit C.

The following are the names, principal business addresses and telephone numbers of each franchise seller offering the franchise:

Chris Covelli of Get Fried Franchise Group LLC located at 357 Crescent Avenue, Buffalo, New York, 14214; (716) 868-5050.

Garret Green of Get Fried Franchise Group LLC located at 430 Virginia Street, Suite 401, Buffalo, New York, 14222; (716) 316-4360.

Andy Klie of Franchise Development Group LLC located at 651 Delaware Ave Buffalo, NY 14202; (716) 208-6900.

Issuance Date: February 23, 2017

I received a disclosure document dated February 23, 2017, that included the following Exhibits:

A. Franchise Agreement with Exhibits and State Addenda
B. Operations Manual Table of Contents
C. State Administrators and Agents for Services of Process
D. Audited Financial Statements and Report
E. List of Franchisees
F. List of Former Franchisees

All individuals who will sign the Franchise Agreement must sign this Receipt. If a corporation or limited liability company will execute the Franchise Agreement, an officer or owner authorized to receive this FDD on behalf of the corporation or limited liability company must execute this Receipt. If the Franchise Agreement will be executed by a partnership, then all general partners must execute this Receipt as general partners and individuals.

Individuals:

Printed Name	Signature	Date
Printed Name	Signature	Date

If corporation:

By: ___________________ ___________________ _________________
Name Signature Date

Its: _______________________
Title

If limited liability company:

Printed Name	Signature	Date

____
Title

If partnership:

As general partners and as individuals

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date

Return to:

Get Fried Franchise Group LLC
357 Crescent Avenue
Buffalo, NY 14214

Or by email with electronic signatures to: chris.covelli@getfriendusa.com