FRANCHISE DISCLOSURE DOCUMENT

Lean Kitchen Enterprises, LLC
A Missouri limited liability company
1331 South Belt Highway
St. Joseph, MO 64507
816-390-5168
Contact@LeanKitchenCo.com
www.leankitchenco.com

The franchised business is to operate a retail location selling healthy prepared foods to go, under the trade name “Lean Kitchen”.

The total investment necessary to begin operation of a Lean Kitchen franchise is $151,450 to $440,750. This includes $40,000 that must be paid to the franchisor or affiliate. You must agree to develop at least two outlets. The total investment necessary to begin operation under a two- to five-unit Multi-Unit Development Agreement (including the first unit) is $172,450 to $525,750. This includes $60,000 to $120,000 that must be paid to the franchisor. This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: March 15, 2022; amended April 1, 2022.

STATE COVER PAGE

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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 the right of a franchisee to join an association of franchisees.

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is 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 subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor 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 the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor 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 the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor 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 the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

TABLE OF CONTENTS

Item **Page**

EXHIBITS

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to Lean Kitchen Enterprises, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates.

Our name is Lean Kitchen Enterprises, LLC. Our principal business address is 1331 South Belt Highway, St. Joseph, MO 64507. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names “Lean Kitchen Enterprises, LLC” and “Lean Kitchen”. We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Missouri is Austin Evans, and the agent’s principal business address is 1331 South Belt Hwy St. Joseph, MO 64507. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Missouri limited liability company. We were formed on December 22, 2017.

Information About Our Business and the Franchises Offered

We (that is, Lean Kitchen Enterprises, LLC) do not operate businesses of the type being franchised, but our affiliate does.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a retail business offering a variety of health prepared foods to go, including breakfasts, lunches, dinners, and snacks. Lean Kitchen does single meals for customers as well as meal plans for multiple days. Customers primarily will pick up meals from your store, but we offer a delivery option as well.

You will also sell certain nutritional supplements and packaged foods. You are expected to operate 7 days per week; if you request, we may allow you to close on Sundays.

We require you to develop at least two Lean Kitchen outlets. In our standard operating model, only your first outlet will contain a kitchen. This kitchen will serve as a commissary preparing for your additional outlets within the same general territory. As an alternate model, if we permit, you might have a separate kitchen location which does not serve customers directly, but only provides meals to your retail outlets. Under our Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Lean Kitchen outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The general market for food service businesses is highly developed and competitive. The market for stand-alone retail establishments offering prepared foods for reheating at the customer's home is relatively new and undeveloped. Our customers are primarily adults and heads of families seeking healthy, convenient, and affordable alternatives to cooking at home or dining out. Sales are not seasonal.

You will compete against a wide variety of food service establishments, including restaurants and grocery chains, some of which offer prepared foods for the customer to heat at home. Some of these competitors are national or regional in scope, with commensurate financial resources. Some of these competitors are franchised.

Laws and Regulations

The food service industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, transport, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

Some jurisdictions limit the length of time that food may be transported without refrigeration. If you will be transporting food longer than the permitted time (either because of deliveries to customers or because of deliveries from your commissary kitchen to your other stores), you will need a refrigerated vehicle.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Prior Business Experience

We have offered franchises since 2018. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, Lean Kitchen Company, LLC, has operated Lean Kitchen in St. Joseph, Missouri since 2017. This affiliate has the same business address as us.

Item 2
BUSINESS EXPERIENCE

Austin Evans – Chief Executive Officer. Austin Evans has been Chief Executive Officer of Lean Kitchen in St. Joseph, Missouri, since its founding in November 2016. He has also been Owner of Fit Republic in St. Joseph, Missouri since December 2015.

Charles "JR" Roberson, Jr. – Co-Owner. JR Roberson has been Co-Owner of Lean Kitchen in St. Joseph, Missouri, since its founding in November 2016. He was Client Service for USA 800 in St. Joseph, Missouri from June 2011 to December 2017.

Doug Boyd – Director of Operations. Doug Boyd has been our Director of Operations since November 2016.

Item 3
LITIGATION

No litigation 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

Franchise Fee

When you sign your franchise agreement, you must pay us $40,000 as the initial franchise fee. This fee is not refundable. In 2021, the initial franchise fee (including fees for additional units to be developed under a Multi-Unit Development Agreement) ranged from $0 to $30,000.

Multi-Unit Development

If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Your franchise fees will be reduced to $20,000 for the second and additional franchises. You will pay all franchise fees upon signing the MUDA. These fees are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your gross sales	Weekly, on Tuesday	See Notes 1, 2, and 3.
Marketing Fund Contribution	2% of your gross sales	Weekly, on Tuesday	
Market Cooperative Contribution	As determined by the cooperative. Currently, none.	Weekly, on Tuesday	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales.
Replacement / Additional Training fee	Currently, $500	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Point of sale and loyalty software subscription	Currently, $310 per month	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.

Type of Fee	Amount	Due Date	Remarks
Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.

Type of Fee	Amount	Due Date	Remarks
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Renewal fee	$12,500	Upon renewal	Payable if you enter into a successor franchise agreement at the end of your agreement term.
Transfer fee	$12,500 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Indemnity	All of our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscriptions). All fees are imposed by us and collected by us (other than software subscriptions). All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. You must report your gross sales to us each week. If you fail to report your gross sales, we will withdraw estimated royalty fees and marketing fund contributions based on 125% of the most recent gross sales you reported. We will true-up the actual fees after you report gross sales.

3. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$40,000 - $40,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (one month) (see Note 2)	$2,500 - $4,500	Check	Upon signing lease	Landlord
Lease Security Deposit (see Note 2)	$2,500 - $4,500	Check	Upon signing lease	Landlord
Kitchen Equipment (see Note 3)	$45,000 - $100,000	Check	As incurred or when billed	Contractors
Buildout and Fixtures	$25,000 - $130,000	Check	As incurred or when billed	Contractors
Signage	$5,000 - $12,000	Check, debit, and/or credit	Upon ordering	Vendor
Computer Systems	$1,500 - $2,500	Check, debit, and/or credit	As incurred	Vendors and suppliers

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Delivery Vehicle (see Note 4)	$0	-	$70,000	Check	When purchased	Dealer
Insurance (3 months)	$300	-	$1,500	Check	Upon ordering	Insurance company
Utilities	$250	-	$750	Check, debit, and/or credit	Upon ordering service	Utility providers
Inventory	$10,000	-	$20,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$150	-	$1,000	Check	Upon application	Government
Professional Fees (architect, lawyer, accountant, etc.)	$3,000	-	$12,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Market Introduction Program	$500	-	$5,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Pre-opening employee compensation	$2,000	-	$4,000	Check or electronic payment	As agreed	Employees
Travel, lodging and meals for initial training	$3,750	-	$7,500	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 5)	$10,000	-	$25,000	Varies	Varies	Employees, suppliers, utilities
Total (see Note 7)	$151,450	-	$440,750			

YOUR ESTIMATED INITIAL INVESTMENT
MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
First franchisee (see table above)	$151,450	-	$440,750			
Additional initial franchise fees (see Note 6)	$20,000	-	$80,000	Check or wire transfer	Upon signing the MUDA	Us

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Business planning and miscellaneous expenses	$1,000 - $5,000	Check	As incurred	Vendors
Total (see Note 7)	$172,450 - $525,750			

<u>Notes</u>

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a “free rent” period for the time it takes to build out your business. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

We expect your initial location (with kitchen and retail storefront) will be approximately 1,800 to 3,000 square feet. Additional locations without the kitchen will be 600 to 1,400 square feet.

3. Our estimates for leasehold improvements assume your location is suitable for a Lean Kitchen, including having appropriate mechanical, electrical, and plumbing systems. Our estimate does not include any potential “tenant improvement” reimbursement from the landlord of your location.

Your initial Lean Kitchen business will require a commercial kitchen, with the cooking primarily done in ovens. If you develop additional Lean Kitchen outlets near your initial location, the additional units may be built without kitchens and instead have prepared meals brought from the initial location.

4. You do not need a refrigerated vehicle to open your initial location. However, for delivering meals to customers, or for delivering meals from your kitchen to your additional retail outlets that do not have a kitchen, we recommend you have a refrigerated Ford Transit vehicle. Local laws and codes may set a time limit on how long you may transport unrefrigerated food, and which in turn may require you have to have refrigerated vehicle. We estimate that refrigerated vehicle will cost $35,000 to $70,000 to purchase. The low-end estimate above ($0) assumes you do not purchase or lease a refrigerated vehicle before opening. The high-end estimate ($70,000) is our high-end estimate for purchasing a refrigerated vehicle.

5. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of Lean Kitchen businesses by our affiliate and by our franchisees, and our general knowledge of the industry.

6. This estimate assumes you sign a Multi-Unit Development Agreement for two to five franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. Your initial franchise fees are reduced to $15,000 for the second and each additional franchise. You will pay all franchise fees upon signing the MUDA. The minimum franchise fee for 2 units is $45,000, which must be paid when you sign the Multi-Unit Development Agreement.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

<u>Generally</u>

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

<u>Specific Obligations</u>

The following are our current specific obligations for purchases and leases:

A. <u>Real Estate</u>. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. <u>Insurance</u>. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. <u>Point-of-sale software and hardware, and related software and hardware</u>. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. <u>Kitchen Equipment</u>. All kitchen equipment must be purchased to our specifications.

E. Food and Ingredients. All food and ingredients must meet our specifications and be purchased from approved suppliers.

F. Distributor. Sysco is currently the sole approved distributor.

G. Packaging and Logo Items. All packaging and other items bearing our logos must be purchased from approved suppliers.

Us or our Affiliates as Supplier

Neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future. Currently, we sometimes sell items such as shaker cups and delivery bags to franchisees who join with our stores to obtain better pricing than they could on their own.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we deem appropriate, such as evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications after evaluating the intended changes. We may also conduct limited market testing in one or more outlets.

Revenue to Us and Our Affiliates

We currently do not derive revenue from the required purchases and leases by franchisees. However, the franchise agreement does not prohibit us from doing so.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 60% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 60% to 80% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We currently do not receive payments from designated suppliers based on franchisee purchases. However, the franchise agreement does not prohibit us from doing so. We have the right to earn a profit from any product we supply or from designated suppliers. We are not required to give you an accounting of any payments we receive from designated suppliers, nor are we required to share any benefits of supplier payments with you or with any other franchisee.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have a Master Distribution Agreement with Sysco. The MDA has negotiated pricing plus a 3% rebate to you on your purchases.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6,1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.4, 7.6	Items 5, 6, 8 and 11

Obligation	Section in agreement	Disclosure document item
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.3, 7.8, 8.4, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.7, 7.9 – 7.13, 7.14, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13. 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

<u>Our Pre-Opening Obligations</u>

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.2). If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises and lease it to you.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises*. We will advise you regarding the layout and design of your business (Section 5.2).

C. *Hiring and training employees*. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies*. We will provide you a list of our specifications and/or approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business, to the extent we have such specifications or suppliers (Section 5.2) We do not provide these items directly; we only provide specifications and/or the names of approved suppliers. We do not deliver or install these items.

E. *Operating Manual*. We will give you access to our Operating Manual (Section 5.1).

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

G. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2).

H. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2).

I. *On-site opening support.* We will have a representative provide on-site support for at least one day in connection with your business opening, at our expense. (Section 5.2). If you already own one or more Lean Kitchen outlets, we are not required to provide on-site support for additional openings.

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is three to six months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, obtain business permits and licenses, develop your location, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent to refine and develop menu items that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

C. *Improving and developing your business; resolving operating problems you encounter*. If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3). We have the right to require you to offer products and services at specific prices we determine if we are promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law).

E. *Establishing and using procedures.* We will provide you our recommended procedures for administration, bookkeeping, and inventory control. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Marketing Fund*. We will administer the Marketing Fund (Section 5.3). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website for the Lean Kitchen brand, which will include your business information and telephone number. (Section 5.3)

Advertising

Our obligation. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Marketing Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 2% of gross sales per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Marketing Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

In 2021, we spent Marketing Fund on approximately 40% production, 15% media placement, 25% to new point-of-sale system and customer loyalty program, and 20% to developing our new website and search engine optimization.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year.

No money from the Marketing Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

Point of Sale and Computer Systems

We require you to buy and use Revel as your point-of-sale system, with Worldpay/Revel payment processing, and Paytronix Loyalty Program. This tablet-based system will manage menu, labor, customer loyalty, and other functions, provide analytics and reports, and will manage merchant card processing. You will also need a computer for office tasks, with typical office productivity software.

We estimate that these systems will cost between $1,500 and $2,500 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

Revel currently costs $170 per month and Paytronix currently costs $140 per month. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $4,000 to $6,000 (not counting merchant processing fees).

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operating Manual

See Exhibit G for the table of contents of our Operating Manual as of the date this disclosure document, with the number of pages devoted to each subject. The total number of pages in the Operating Manual is 205.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Kitchen Operations	-	24	St. Joseph and/or Parkville, MO
Store Operations	-	20	St. Joseph and/or Parkville, MO
Business Management and Operations	8	-	St. Joseph, MO
TOTALS:	8	44	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training class four times per year. Training will be held at our offices and business locations in St. Joseph, Missouri and Parkville, Missouri. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by Austin Evans, JR Roberson, Doug Boyd, and other corporate staff. Their experience is described in Item 2. Austin, JR, and Doug each have 5 years of experience in our industry, and 5 years of experience with us or our affiliates. Any other corporate staff involved in training will have at least one year of experience with us.

There is no fee for up to five people to attend training. You must pay the travel and living expenses of people attending training.

You, your Kitchen Manager, and your Storefront Manager must all attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory, which will be determined by us. Your territory will have a population of approximately 100,000 people or more, or a three-mile radius around your location (whichever is less). Your territory will usually be specified as radius around your location; however, we may use other boundaries (such as counties or other political boundaries, streets, geographical features, or trade area. If your business location is not known when you sign your franchise agreement, then we will state your location and territory in a "Location Acceptance Letter" when we approve your location. If we do not state your territory in writing before you open your business to the public, your territory will be deemed to be three miles.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to consider relocation of a franchisee's business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, market considerations, a loss of your premises due to circumstances beyond your control, or other relevant circumstances.

You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement ("MUDA") in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish a mutually-agreed number of additional outlets on a mutually agreed schedule. Under the MUDA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional Lean Kitchen business, (3) you must be in compliance with all brand requirements at your open Lean Kitchen business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. For each future site, you must sign our then-current form of Franchise Agreement, which may be materially different than the original Franchise Agreement that you signed. You are not obligated to develop additional outlets under the MUDA, and you may terminate it any time without penalty. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional outlets.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises (unless you sign a MUDA as described above).

Territory Protection

In your franchise agreement, we grant you an exclusive territory. In your territory, we will not open a Lean Kitchen outlet, nor license or franchise another party to open a Lean Kitchen outlet. The continuation of your territorial exclusivity does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

If you sign a MUDA, we grant you an exclusive territory. In your territory, we will not open a Lean Kitchen outlet, nor license or franchise another party to open a Lean Kitchen outlet. The continuation of your territorial exclusivity does not depend on achieving a certain sales volume, market penetration, or other contingency. We can modify or terminate your territorial rights if you fail to meet your development schedule, or if you default under any franchise agreement or other agreement with us.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that all marketing and advertising is subject to our approval.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer (except our affiliate operates a “Fit Republic” retail business, which sells some of the nutritional supplements that you will sell). However, the franchise agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademarks

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate, Lean Kitchen Company, LLC. They are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
	October 2, 2018	5573480
	July 17, 2018	5517638
LeanKitchen Company	February 26, 2019	5683222
LeanKitchen	September 3, 2019	5850780

Because the federal trademark registrations are less than six years old, no affidavits are required at this time, and no required affidavits have been filed. The registrations have not yet been renewed.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

Lean Kitchen Company, LLC, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Lean Kitchen Company, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operating Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, recipes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Lean Kitchen business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Lean Kitchen business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You must devote substantial time and attention to your business.

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 30% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your Storefront Manager and your Kitchen Manager sign a confidentiality and non-compete agreement. We do not require you place any other restrictions on your manager. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law, or that prohibits a person from being employed by another Lean Kitchen franchisee.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only menu items, beverages, goods, and services that we have approved.

You must offer for sale all menu items, beverages, goods, and services that we require. We have the right to change the types of authorized menu items, beverages, goods, and services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): §1(a)	The term of the franchise agreement 10 years from the date of signing. The MUDA will expire on the date that your last franchise is scheduled to open.
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain a successor franchise agreement for up to three additional 5-year terms.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); pay renewal fee; sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term and collect the renewal fee.

Provision	Section in franchise or other agreement	Summary
d. Termination by franchisee	FA: § 14.1 MUDA: § 4	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. If you sign a MUDA, you may terminate it at any time.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).

Provision	Section in franchise or other agreement	Summary
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 5 consecutive days; slander or libel of us; refusal to cooperate with our business inspection; fail two government inspections in 36 months; operate in a manner dangerous to health or safety (if not corrected within 48 hours); three defaults in 12 months; cross-termination; charge or conviction of, or plea to, a felony, or commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; (subject to state law); business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: § 14.6	If the Agreement expires or is terminated, we will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value by sending you notice no later than 30 days after the end of the Agreement. If we exercise our right, we will require you to assign or sublease the location to us. If we cannot agree on a fair market value, then we will use appraisers to determine the value.
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within 25 miles of your former territory (or of your development area if no territory had been set) or of the territory of any other Lean Kitchen business operating on the date of termination or expiration.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 7	Arbitration will take place where our headquarters is located (currently, St. Joseph, Missouri) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Missouri (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Table 1 – 2021 Sales

Franchised Stores	2021 Sales
Number of Stores	10
Average Sales	$498,378
# (%) Above Average	3 (30%)
Median Sales	$476,672
Lowest Sales	$281,179
Highest Sales	$1,026,684

Company Stores	2021 Sales
Number of Stores	3
Store 1	$180,083
Store 2	$490,303
Store 3	$925,398

Notes:

1. Table 1 discloses information about 2021 sales for 10 franchised outlets and 3 outlets operated by our affiliates. There were 19 franchised outlets and 3 affiliate outlets operating for all of 2021; Table 1 excludes the Lean Kitchen outlets which are operated by a franchisee inside the premises of (and co-branded with) another store brand named Supplement Giant. Sales from franchises are based on reports from franchisees. The information in Table 1

was not audited. Table 1 is a historic financial performance representation. It is not a projection of future performance.

2. "Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

3. Characteristics of these locations (such as geographic location and type of location (such as free standing vs. shopping center), degree of competition, and length of time the outlets have operated) may differ materially from those of the outlet that may be offered to you.

Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for the financial performance representation in this Item 19 will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Lean Kitchen Enterprises, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Austin Evans, 1331 South Belt Highway, St. Joseph, MO 64507, and 816-390-5168, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2019 to 2021

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	1	9	+8
	2020	9	19	+10
	2021	19	25	+6
Company-Owned*	2019	3	5	+2
	2020	5	4	-1
	2021	4	3	-1
Total Outlets	2019	4	14	+10
	2020	14	23	+9

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
	2021	23	28	+5

* "Company-Owned" refers to outlets operated by our affiliates. Two of these Lean Kitchen outlets are located inside Fit Republic stores

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2020	0

Table 3
Status of Franchised Outlets
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Colorado	2019	0	0	0	0	0	0	0
	2020	0	5	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Idaho	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2021	1	0	0	0	0	0	1
Kansas	2019	0	3	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Missouri	2019	0	3	0	0	0	0	3
	2020	3	3	0	0	0	0	6
	2021	6	3	0	0	0	0	9
Ohio	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
Totals	2019	1	8	0	0	0	0	9
	2020	9	10	0	0	0	0	19
	2021	19	6	0	0	0	0	25

Table 4
Status of Company-Owned Outlets
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Kansas	2019	0	2	0	0	0	2
	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
Missouri	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	1	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Totals	2019	3	2	0	0	0	5
	2020	5	0	0	1	0	4
	2021	4	0	0	1	0	3

Table 5
Projected Openings As Of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
Arizona	-	2	0
Georgia	2	2	0
Illinois	-	2	0
Indiana	2	2	0
Maryland	-	2	0
Missouri	1	2	0
North Carolina	-	2	0
Ohio	1	1	0
South Carolina	5	2	0
Totals	10	17	0

<u>Current Franchisees</u>

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

<u>Former Franchisees</u>

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit F contains audited financial statements for the years ending December 31, 2021, December 31, 2020 and December 31, 2019.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements
K. EFT Authorization Form

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.DFPI@difpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	________________________________
2.	**Initial Franchise Fee**	$____________
3.	**Development Area**	________________________________
4.	**Business Location**	________________________________
5.	**Territory**	________________________________
6.	**Opening Deadline**	____________________
7.	**Principal Executive**	____________________
8.	**Franchisee's Address**	____

FRANCHISE AGREEMENT

This Agreement is made between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises"), and Franchisee effective as of the date signed by Lean Kitchen Enterprises (the "Effective Date").

Background Statement:

A. Lean Kitchen Enterprises and its affiliate Lean Kitchen Company, LLC, have created and own a system (the "System") for developing and operating a retail location selling healthy prepared foods to go, under the trade name "Lean Kitchen".

B. The System includes (1) methods, procedures, and standards for developing and operating a Lean Kitchen business, (2) plans, specifications, equipment, signage and trade dress for Lean Kitchen businesses, (3) particular menu items and other products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Lean Kitchen Enterprises from time to time.

C. The parties desire that Lean Kitchen Enterprises license the Marks and the System to Franchisee for Franchisee to develop and operate a Lean Kitchen business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Lean Kitchen Enterprises.

"**Business**" means the Lean Kitchen business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers pre-packaged meals intended for off-site consumption.

"**Confidential Information**" means all non-public information of or about the System, Lean Kitchen Enterprises, and any Lean Kitchen business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, recipes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Lean Kitchen Enterprises' reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Lean Kitchen Enterprises' confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marketing Fund**" means the fund established (or which may be established) by Lean Kitchen Enterprises into which Marketing Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Lean Kitchen Enterprises from time to time for use in a Lean Kitchen business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Period**" means the regular time period after which Franchisee pays the Royalty Fee and Marketing Fund Contribution (and Marketing Cooperative contribution, if applicable), as determined by Lean Kitchen Enterprises pursuant to Section 4.8.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Lean Kitchen business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Lean Kitchen Enterprises requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Lean Kitchen Enterprises, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings (including menu and beverages), quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, (including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems) and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in Franchisee, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Lean Kitchen Enterprises grants to Franchisee the right to operate a Lean Kitchen business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Lean Kitchen business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Lean Kitchen Enterprises shall not establish, nor license the establishment of, another Lean Kitchen business within the Territory. Lean Kitchen Enterprises retains the right to:

(i) establish and license others to establish and operate Lean Kitchen businesses outside the Territory, notwithstanding their proximity to the Territory or their potential or actual impact on the Business;

(ii) operate and license others to operate businesses anywhere that do not operate sell the same or similar goods or services under the same or similar trademarks or service marks as a Lean Kitchen business; and

(iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Lean Kitchen outlets.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Lean Kitchen Enterprises within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Lean Kitchen Enterprises' reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Lean Kitchen Enterprises, in the form of Attachment 3.

2.6 No Conflict. Franchisee represents to Lean Kitchen Enterprises that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to three additional periods of five years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Lean Kitchen Enterprises of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Lean Kitchen Enterprises (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Lean Kitchen Enterprises) renovations and changes to the Business (including a Remodel, if applicable) as Lean Kitchen Enterprises requires to conform to the then-current System Standards;

(iv) Franchisee and its Owners execute Lean Kitchen Enterprises' then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that the form of franchise agreement will be amended to provide that Franchisee will not pay another initial franchise fee and to provide that Franchisee will not receive more renewal or successor terms than stated in this Agreement;

(v) Franchisee pays a renewal fee of $12,500; and

(vi) Franchisee and each Owner executes a general release (on Lean Kitchen Enterprises' then-standard form) of any and all claims against Lean Kitchen Enterprises, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable under any circumstances.

4.2 Royalty Fee. Franchisee shall pay Lean Kitchen Enterprises a Periodic royalty fee (the "Royalty Fee") equal to 6% of Gross Sales.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay Lean Kitchen Enterprises a Periodic contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 2% of

Franchisee's Gross Sales (or such lesser amount as Lean Kitchen Enterprises determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute each Period to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to Lean Kitchen Enterprises' training program after opening, Lean Kitchen Enterprises may charge its then-current training fee. As of the date of this Agreement, the training fee is $500 per person.

4.5 Third Party Vendors. If Lean Kitchen Enterprises requires Franchisee to use a designated third-party vendor, Lean Kitchen Enterprises has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Lean Kitchen Enterprises does so, it may impose a reasonable markup or charge for administering the payment program.

4.6 Non-Compliance Fee. Lean Kitchen Enterprises may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Lean Kitchen Enterprises) which Franchisee fails to cure after 30 days' notice. Thereafter, Lean Kitchen Enterprises may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Lean Kitchen Enterprises' internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Lean Kitchen Enterprises' other rights and remedies (including default and termination under Section 14.2).

4.7 Reimbursement. Lean Kitchen Enterprises may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Lean Kitchen Enterprises does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Lean Kitchen Enterprises within 15 days after invoice by Lean Kitchen Enterprises accompanied by reasonable documentation.

4.8 Payment Terms.

(a) Period of Payment. Franchisee shall pay the Royalty Fee and Marketing Fund Contribution (and Marketing Cooperative contribution, if applicable) weekly, by Tuesday of the following week, provided that Lean Kitchen Enterprises retains the right to the change the Period (to bi-weekly, monthly, or other Period determined by Lean Kitchen Enterprises) and due date after at least 30 days' prior notice.

(b) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to Lean Kitchen Enterprises by pre-authorized bank draft or in such other manner as Lean Kitchen Enterprises may require.

(c) Calculation of Fees. Franchisee shall regularly report Gross Sales to Lean Kitchen Enterprises on such schedule as Lean Kitchen Enterprises may specify. If Franchisee fails to report Gross Sales for a given Period, then Lean Kitchen Enterprises may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to Lean Kitchen Enterprises, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Lean Kitchen Enterprises has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(d) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(e) Insufficient Funds. Lean Kitchen Enterprises may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(f) Costs of Collection. Franchisee shall repay any costs incurred by Lean Kitchen Enterprises (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(g) Application. Lean Kitchen Enterprises may apply any payment received from Franchisee to any obligation and in any order as Lean Kitchen Enterprises may determine, regardless of any designation by Franchisee.

(h) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Lean Kitchen Enterprises any fees or amounts described in this Agreement are not dependent on Lean Kitchen Enterprises' performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to Lean Kitchen Enterprises or its affiliates and on services or goods furnished to Franchisee by Lean Kitchen Enterprises or its affiliates, unless the tax is an income tax assessed on Lean Kitchen Enterprises or its affiliate for doing business in the state where the Business is located.

ARTICLE 5. ASSISTANCE

5.1 Manual. Lean Kitchen Enterprises shall make its Manual available to Franchisee.

5.2 Pre-Opening Assistance.

(a) Selecting Location. Lean Kitchen Enterprises shall provide its criteria for Lean Kitchen locations to Franchisee. Lean Kitchen Enterprises will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Development. To the extent Lean Kitchen Enterprises deems appropriate, Lean Kitchen Enterprises shall advise Franchisee regarding the layout, design, and build-out of the Business.

(c) Vendors. To the extent applicable, Lean Kitchen Enterprises will provide its specifications and list of Approved Vendors and/or Required Vendors for equipment, signs, fixtures, opening inventory, and supplies to open the Business.

(d) Business Plan Review. If requested by Franchisee, Lean Kitchen Enterprises shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that Lean Kitchen Enterprises accepts no responsibility for the performance of the Business.**

(e) Pre-Opening Training. Lean Kitchen Enterprises shall make available its standard pre-opening training to the Principal Executive, the Kitchen Manager, the Storefront Manager, and up to two other employees, at Lean Kitchen Enterprises' headquarters and/or at a Lean Kitchen business designated by Lean Kitchen Enterprises. Lean Kitchen Enterprises shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Lean Kitchen Enterprises reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(f) Market Introduction Plan. Lean Kitchen Enterprises shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(g) On-Site Opening Assistance. Lean Kitchen Enterprises shall have a representative support Franchisee's business opening with at least one day of onsite opening training and assistance, at the expense of Lean Kitchen Enterprises. However, if Franchisee or its affiliates already operate one or more Lean Kitchen franchises, Lean Kitchen Enterprises is not required to have a representative present for the additional business opening.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Lean Kitchen Enterprises will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Lean Kitchen Enterprises deems reasonable. If Lean Kitchen Enterprises provides in-person support in response to Franchisee's request, Lean Kitchen Enterprises may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Lean Kitchen Enterprises will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Lean Kitchen Enterprises will provide Franchisee with Lean Kitchen Enterprises' recommended administrative, bookkeeping, accounting, and inventory control procedures. Lean Kitchen Enterprises may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Lean Kitchen Enterprises shall manage the Marketing Fund.

(e) Internet. Lean Kitchen Enterprises shall maintain a website for Lean Kitchen, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to Lean Kitchen Enterprises for acceptance, with all related information Lean Kitchen Enterprises may request. If Lean Kitchen Enterprises does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Lean Kitchen Enterprises accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. Lean Kitchen Enterprises shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If Lean Kitchen Enterprises fails to state the Territory in writing before Franchisee opens the Business to the public, the Territory will be deemed to be a 3-mile radius around the Location.

(iii) **Lean Kitchen Enterprises' advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and Lean Kitchen Enterprises has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Lean Kitchen Enterprises, Franchisee must submit the proposed lease to Lean Kitchen Enterprises for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by Lean Kitchen Enterprises.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Lean Kitchen Enterprises' System Standards. If required by Lean Kitchen Enterprises, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Lean Kitchen Enterprises' approval of Franchisee's plans. Lean Kitchen Enterprises may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Lean Kitchen Enterprises or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and Lean Kitchen Enterprises assumes no liability with respect thereto. Lean Kitchen Enterprises' inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive, Storefront Manager, and Kitchen Manager must complete Lean Kitchen Enterprises' training program for new franchisees to Lean Kitchen Enterprises' satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify Lean Kitchen Enterprises at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Lean Kitchen Enterprises has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Lean Kitchen Enterprises' required pre-opening training; and (7) Lean Kitchen Enterprises has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards, as they are now or hereafter established. Franchisee acknowledges and agrees that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards is of the utmost importance to Lean Kitchen Enterprises.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Food Service.

(a) Menu. Franchisee shall offer all menu items and other products and services, and only those menu items, products and services, from time to time prescribed by Lean Kitchen Enterprises in the Manual or otherwise in writing. Franchisee shall provide all menu items and other products and services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall maintain sufficient levels of inventory at all times.

(b) Preparation. Franchisee shall follow all recipes prescribed by Lean Kitchen Enterprises, including, without limitation, use of all ingredients specified or authorized by Lean Kitchen Enterprises, and only such ingredients.

(c) Method of Sale. Franchisee shall make sales only at or from the Location, and only to retail customers. Franchisee shall comply with any System Standards regarding delivery of meals to customers. Franchisee shall not use any third-party delivery companies without the express approval of Lean Kitchen Enterprises.

(d) Health Inspection Scores. In addition to Franchisee's obligations to comply with all System Standards pursuant to Section 7.1 and with all applicable laws pursuant to Section 7.2, Franchisee must pass any government health code inspection. Franchisee must correct any critical violations within three days after any such violation is identified by a government inspector. Franchisee will provide Lean Kitchen Enterprises a copy of any inspection report and score within two business days after receipt.

7.4 Prices. Franchisee acknowledges that the System Standards determined by Lean Kitchen Enterprises may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

(a) Management. Lean Kitchen Enterprises has the right to require that the Business at all times be under the on-site supervision of the Principal Executive or a Storefront Manager who has completed Lean Kitchen Enterprises' training program.

(b) Storefront Manager and Kitchen Manager. Franchisee shall continuously employ at least one Storefront Manager and one Kitchen Manager that has completed the applicable training program of Lean Kitchen Enterprises. If one of these managers ceases employment, Franchisee shall promptly (and no later than 60 days after the vacancy) have a replacement manager complete training. The requirement to employ a Kitchen Manager applies only if the Business has a kitchen.

(c) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(d) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(e) Qualifications. Lean Kitchen Enterprises may set minimum qualifications for categories of employees employed by Franchisee.

(f) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Lean Kitchen Enterprises are not joint employers, and no employee of Franchisee will be an agent or employee of Lean Kitchen Enterprises. Upon request of Lean Kitchen Enterprises, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not Lean Kitchen Enterprises) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents

7.6 Post-Opening Training. Lean Kitchen Enterprises may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Lean Kitchen Enterprises. Lean Kitchen Enterprises may charge a reasonable fee for any training programs. Lean Kitchen Enterprises may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Lean Kitchen Enterprises. Franchisee shall enter into any subscription and support agreements that Lean Kitchen Enterprises may require. Franchisee shall upgrade, update, or replace any software from time to time as Lean Kitchen Enterprises may require. Franchisee shall protect the confidentiality and security of all software systems, and shall abide by any System Standards related thereto. Franchisee shall give Lean Kitchen Enterprises unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Lean Kitchen Enterprises.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Lean Kitchen Enterprises may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Lean Kitchen Enterprises may require Franchisee to reimburse Lean Kitchen Enterprises for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Lean Kitchen Enterprises for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Lean Kitchen Enterprises shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Lean Kitchen Enterprises for such programs.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Lean Kitchen Enterprises (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Lean Kitchen Enterprises. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Lean Kitchen Enterprises, in the manner specified by Lean Kitchen Enterprises in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Lean Kitchen business. If Franchisee honors a gift card or other pre-paid system sold by another location, or vice versa, Lean Kitchen Enterprises and Franchisee will cooperate so that the cash received is fairly allocated to the location where that gift card or other pre-paid system is redeemed (subject to fees and charges). Franchisee shall comply with all procedures and specifications of Lean Kitchen Enterprises related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all of the property of the Business in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Lean Kitchen Enterprises may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, replacement and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Lean Kitchen Enterprises may require Franchisee to undertake and complete a Remodel of the Location to Lean Kitchen Enterprises' satisfaction. Franchisee must complete the Remodel in the time frame specified by Lean Kitchen Enterprises. Lean Kitchen Enterprises may require the Franchisee to submit plans for Lean Kitchen Enterprises' reasonable approval prior to commencing a required Remodel. Lean Kitchen Enterprises' right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Vehicles. If Franchisee transports food, Franchisee shall obtain a refrigerated van that complies with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better repair, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to Lean Kitchen Enterprises' System. Franchisee shall use the vehicle solely for the Business.

7.15 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that Lean Kitchen Enterprises requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.16 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Lean Kitchen Enterprises in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

(iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(v) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list Lean Kitchen Enterprises and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of Lean Kitchen Enterprises and its affiliates, (3) be primary and non-contributing with any insurance carried by Lean Kitchen Enterprises or its affiliates, and (4) stipulate that Lean Kitchen Enterprises shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Lean Kitchen Enterprises prior to opening and upon annual renewal of the insurance coverage, as well as at any time within 15 days after request from Lean Kitchen Enterprises.

7.17 Relations with Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.18 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Lean Kitchen, the Business, or any particular incident or occurrence related to the Business, without Lean Kitchen Enterprises' prior written approval (which will not be unreasonably withheld).

7.19 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without Lean Kitchen Enterprises' prior written approval (which will not be unreasonably withheld).

7.20 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Lean Kitchen Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except Lean Kitchen businesses.

7.21 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Lean Kitchen Enterprises, which will not be unreasonably withheld.

7.22 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Lean Kitchen Enterprises. Franchisee must display at the Business signage prescribed by Lean Kitchen Enterprises identifying the Location as an independently owned franchise.

7.23 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent Lean Kitchen Enterprises does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon Lean Kitchen Enterprises' request, provide reasonable assistance to Lean Kitchen Enterprises in responding to such requests.

7.24 Communication. Franchisee shall respond promptly to requests for communication from Lean Kitchen Enterprises, and in any event within three business days.

7.25 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Lean Kitchen Enterprises. Franchisee shall not take any action which injures or is likely to injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Lean Kitchen Enterprises from time to time in accordance with System Standards. Lean Kitchen Enterprises may require Franchisee to purchase or lease any Inputs from Lean Kitchen Enterprises, Lean Kitchen Enterprises' designee, Required Vendors, Approved Vendors, and/or under Lean Kitchen Enterprises' specifications. Lean Kitchen Enterprises may change any such requirement or change the status of any vendor. To make such requirement or change effective, Lean Kitchen Enterprises shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If Lean Kitchen Enterprises requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Lean Kitchen Enterprises. Lean Kitchen Enterprises may approve or disapprove the alternative vendor in its sole discretion. Lean Kitchen Enterprises may condition its approval on such criteria as Lean Kitchen Enterprises deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Lean Kitchen Enterprises will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If Lean Kitchen Enterprises requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Lean Kitchen Enterprises. Lean Kitchen Enterprises may approve or disapprove the alternative Input in its sole discretion. Lean Kitchen Enterprises will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Lean Kitchen Enterprises may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. Lean Kitchen Enterprises may receive rebates or payments from vendors in connection with purchases by franchisees. Lean Kitchen Enterprises may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Lean Kitchen Enterprises may determine.

8.5 No Liability of Franchisor. Lean Kitchen Enterprises shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Lean Kitchen Enterprises or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Lean Kitchen Enterprises or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Lean Kitchen Enterprises. Lean Kitchen Enterprises may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that Lean Kitchen Enterprises may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Lean Kitchen Enterprises.

9.2 Use by Lean Kitchen Enterprises. Lean Kitchen Enterprises may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Lean Kitchen Enterprises for such purpose.

9.3 Marketing Fund. Lean Kitchen Enterprises may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If Lean Kitchen Enterprises has established a Marketing Fund:

(a) Separate Account. Lean Kitchen Enterprises shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Lean Kitchen Enterprises' other accounts.

(b) Use. Lean Kitchen Enterprises shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level) for Lean Kitchen Enterprises, and related overhead. The foregoing includes such activities and expenses as Lean Kitchen Enterprises reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of Lean Kitchen Enterprises' employees working on marketing and for accounting, bookkeeping, reporting, legal, collections, and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at Lean Kitchen Enterprises' sole discretion, and Lean Kitchen Enterprises has no fiduciary duty with regard to the Marketing Fund.

(d) Contribution by Other Outlets. Lean Kitchen Enterprises is not obligated to (i) have all other Lean Kitchen businesses (whether owned by other franchisees or by Lean Kitchen Enterprises or its affiliates) contribute to the Marketing Fund, or (ii) have other Lean Kitchen businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Lean Kitchen Enterprises may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, Lean Kitchen Enterprises may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. Lean Kitchen Enterprises will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Lean Kitchen Enterprises' fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. Lean Kitchen Enterprises may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Lean Kitchen Enterprises shall not require Franchisee to be a member of more than one Market Cooperative. If Lean Kitchen Enterprises establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Lean Kitchen Enterprises. Lean Kitchen Enterprises may require the Market Cooperative to adopt bylaws or regulations prepared by Lean Kitchen Enterprises. Unless otherwise specified by Lean Kitchen Enterprises, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Lean Kitchen Enterprises will be entitled to attend and participate in any meeting of a Market Cooperative. Any Lean Kitchen business owned by Lean Kitchen Enterprises in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Lean Kitchen Enterprises may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Lean Kitchen Enterprises' approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Lean Kitchen Enterprises pursuant to Section 9.1. Lean Kitchen Enterprises may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only Lean Kitchen Enterprises will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Lean Kitchen Enterprises may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Lean Kitchen Enterprises' approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Lean Kitchen Enterprises may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Lean Kitchen Enterprises may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of each calendar year; and

(iii) any information Lean Kitchen Enterprises requests in order to prepare a financial performance representation for Lean Kitchen Enterprises' franchise disclosure document, within 30 days after request.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Lean Kitchen Enterprises of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Lean Kitchen Enterprises may request.

(c) Government Inspections. Franchisee shall give Lean Kitchen Enterprises copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Lean Kitchen Enterprises such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Lean Kitchen Enterprises may reasonably request. Lean Kitchen Enterprises acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant Lean Kitchen Enterprises the right to access personnel records of Franchisee's employees.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Lean Kitchen Enterprises a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Lean Kitchen Enterprises' Franchise Disclosure Document and with such other information as Lean Kitchen Enterprises may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Lean Kitchen Enterprises may specify in the Manual or otherwise in writing.

10.5 Records Audit. Lean Kitchen Enterprises may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Lean Kitchen Enterprises may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Lean Kitchen Enterprises. Franchisee shall also reimburse Lean Kitchen Enterprises for all costs and expenses of the examination or audit if (i) Lean Kitchen Enterprises conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Lean Kitchen Enterprises. Lean Kitchen Enterprises may supplement, revise, or modify the Manual, and Lean Kitchen Enterprises may change, add or delete System Standards at any time in its discretion. Lean Kitchen Enterprises may inform Franchisee thereof by any method that Lean Kitchen Enterprises reasonably deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Lean Kitchen Enterprises' master copy will control.

11.2 Inspections. Lean Kitchen Enterprises may enter the premises of the Business from time to time at any reasonable time (including during normal business hours) and conduct an inspection. Franchisee shall cooperate with Lean Kitchen Enterprises' inspectors. Lean Kitchen Enterprises will use commercially reasonable efforts to not disrupt Franchisee's business operations during any such inspection. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Lean Kitchen Enterprises may videotape and/or take photographs of the inspection and the Business. Lean Kitchen Enterprises may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Lean Kitchen Enterprises' other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Lean Kitchen Enterprises conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Lean Kitchen Enterprises may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 Lean Kitchen Enterprises' Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Lean Kitchen Enterprises may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee, including entering the premises of the Business and curing the default without notice to Franchisee. Franchisee shall reimburse Lean Kitchen Enterprises for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Lean Kitchen Enterprises may (i) require that Franchisee pay cash on delivery for products or services supplied by Lean Kitchen Enterprises, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Lean Kitchen Enterprises shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Lean Kitchen Enterprises are in addition to any other right or remedy available to Lean Kitchen Enterprises.

11.5 Business Data. All customer data collected or generated by the Business and all data collected or generated by the point-of-sale system (other than data regarding employees) is deemed to be Confidential Information and is exclusively owned by Lean Kitchen Enterprises. Lean Kitchen Enterprises hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Lean Kitchen Enterprises all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, or its employees, agents, or contractors. Lean Kitchen Enterprises will automatically own all Innovations, and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Lean Kitchen Enterprises to document Lean Kitchen Enterprises' ownership of Innovations.

11.7 Communication Systems. If Lean Kitchen Enterprises provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Lean Kitchen Enterprises to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes Lean Kitchen Enterprises to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with Lean Kitchen Enterprises on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes Lean Kitchen Enterprises to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. Lean Kitchen Enterprises may delegate any duty or obligation of Lean Kitchen Enterprises under this Agreement to an affiliate or to a third party.

11.11 System Variations. Lean Kitchen Enterprises may vary or waive any System Standard for any one or more Lean Kitchen franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Franchisor's Discretion. Lean Kitchen Enterprises may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that Lean Kitchen Enterprises has a certain right, that right is absolute and the parties intend that Lean Kitchen Enterprises' exercise of that right will not be subject to any limitation or review. Lean Kitchen Enterprises has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement. Whenever Lean Kitchen Enterprises agrees to exercise its rights reasonably or in good faith, Lean Kitchen Enterprises will have satisfied its obligations whenever its exercises reasonable business judgment in making a decision or exercising its rights. Lean Kitchen Enterprises' 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 Lean Kitchen Enterprises' decision or action is intended, in whole or significant part, to promote or benefit the System or the Lean Kitchen brand generally even if the decision or action also promotes Lean Kitchen Enterprises' financial or other individual interest. Examples of items that will promote or benefit the System or the Lean Kitchen brand include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System and Lean Kitchen outlets.

11.13 Temporary Public Safety Closure. If Lean Kitchen Enterprises discovers or becomes aware of any aspect of the Business which, in Lean Kitchen Enterprises' opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Lean Kitchen Enterprises' order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Lean Kitchen Enterprises shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Lean Kitchen Enterprises, and only in the manner as Lean Kitchen Enterprises may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Lean Kitchen Enterprises.

12.2 Change of Marks. Lean Kitchen Enterprises may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Lean Kitchen Enterprises makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Lean Kitchen Enterprises shall defend Franchisee (at Lean Kitchen Enterprises' expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Lean Kitchen Enterprises will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Lean Kitchen Enterprises if Franchisee becomes aware of any possible infringement of a Mark by a third party. Lean Kitchen Enterprises may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Lean Kitchen Enterprises shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "Lean Kitchen" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Lean Kitchen Enterprises for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by Lean Kitchen Enterprises, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Lean Kitchen Enterprises (except for Confidential Information which Lean Kitchen Enterprises licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within 25 miles of Franchisee's Territory or within 25 miles of the territory of any other Lean Kitchen business operating on the date of expiration, termination, or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and within 25 miles of the territory of any other Lean Kitchen business operating on the date of termination.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Lean Kitchen Enterprises. Franchisee agrees that the existence of any claim it may have against Lean Kitchen Enterprises shall not constitute a defense to the enforcement by Lean Kitchen Enterprises of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Employee Confidentiality and Non-Compete. If requested by Lean Kitchen Enterprises, Franchisee will cause its managers and other key employees reasonably designated by Lean Kitchen Enterprises to sign Lean Kitchen Enterprises' then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Lean Kitchen Enterprises violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Lean Kitchen Enterprises receives written notice of termination.

14.2 Termination by Lean Kitchen Enterprises.

(a) Subject to 10-Day Cure Period. Lean Kitchen Enterprises may terminate this Agreement if Franchisee does not make any payment to Lean Kitchen Enterprises when due, or if Franchisee does not have sufficient funds in its account when Lean Kitchen Enterprises attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Lean Kitchen Enterprises gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Lean Kitchen Enterprises' satisfaction within 30 days after Lean Kitchen Enterprises gives notice to Franchisee of such breach, then Lean Kitchen Enterprises may terminate this Agreement.

(c) Without Cure Period. Lean Kitchen Enterprises may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Lean Kitchen Enterprises;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(viii) Franchisee or any Owner slanders or libels Lean Kitchen Enterprises or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Lean Kitchen Enterprises or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) Franchisee fails to meet the health inspection standards described in Section 7.3(e) two or more times in any 36-month period;

(xi) the Business is operated in a manner which, in Lean Kitchen Enterprises' reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Lean Kitchen Enterprises or otherwise);

(xii) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xiii) Lean Kitchen Enterprises (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Lean Kitchen Enterprises the right to terminate this Agreement); or

(xv) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xv) Franchisee or any Owner accused by any governmental authority or third party of any act, or Franchisee or any Owner commits any act or series of acts, that in Lean Kitchen Enterprises' opinion is reasonably likely to materially and unfavorably affect the Lean Kitchen brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Lean Kitchen Enterprises based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Lean Kitchen Enterprises all copies of the Manual, Confidential Information and any and all other materials provided by Lean Kitchen Enterprises to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items (to the extent in the possession or control of Franchisee); and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Lean Kitchen Enterprises or any new franchisee as may be directed by Lean Kitchen Enterprises, and Franchisee hereby irrevocably appoints Lean Kitchen Enterprises, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Lean Kitchen business, to the reasonable satisfaction of Lean Kitchen Enterprises. Franchisee shall comply with any reasonable instructions and procedures of Lean Kitchen Enterprises for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Lean Kitchen Enterprises may enter the Location to remove the Marks and de-identify the Location. In this event, Lean Kitchen Enterprises will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Lean Kitchen Enterprises.

14.5 Other Claims. Termination of this Agreement by Lean Kitchen Enterprises will not affect or discharge any claims, rights, causes of action or remedies (including claims for Lean Kitchen Enterprises' lost future income after termination), which Lean Kitchen Enterprises may have against Franchisee, whether arising before or after termination.

14.6 Purchase Option. When this Agreement expires or is terminated, Lean Kitchen Enterprises will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value, and/or to require Franchisee to assign its lease or sublease to Lean Kitchen Enterprises. To exercise this option, Lean Kitchen Enterprises must notify

Franchisee no later than 30 days after this Agreement expires or is terminated. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Lean Kitchen Enterprises' purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee. If Lean Kitchen Enterprises exercises the purchase option, Lean Kitchen Enterprises may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Lean Kitchen Enterprises to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Lean Kitchen Enterprises may pay a portion of the purchase price directly to the lienholder to pay off such lien. Lean Kitchen Enterprises may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Lean Kitchen Enterprises may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Lean Kitchen Enterprises. Lean Kitchen Enterprises may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Lean Kitchen Enterprises may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Lean Kitchen Enterprises entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Lean Kitchen Enterprises at least 60 days prior notice of the proposed Transfer, and without obtaining Lean Kitchen Enterprises' consent. In granting any such consent, Lean Kitchen Enterprises may impose conditions, including, without limitation, the following:

(i) Lean Kitchen Enterprises receives a transfer fee equal to $12,500 plus any broker fees and other out-of-pocket costs incurred by Lean Kitchen Enterprises;

(ii) the proposed Transferee and its owners have completed Lean Kitchen Enterprises' franchise application processes, meet Lean Kitchen Enterprises' then-applicable standards for new franchisees, and have been approved by Lean Kitchen Enterprises as franchisees;

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes Lean Kitchen Enterprises' then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the form will be amended to provide that the proposed assignee will not be required to pay an initial franchise fee);

(v) all owners of the proposed Transferee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Lean Kitchen Enterprises and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Lean Kitchen Enterprises or its affiliates;

(vii) the proposed Transferee and its owners and employees undergo such training as Lean Kitchen Enterprises may require;

(viii) Franchisee, its Owners, and the Transferee and its owners execute a general release of Lean Kitchen Enterprises in a form satisfactory to Lean Kitchen Enterprises; and

(ix) the Business fully complies with all of Lean Kitchen Enterprises' most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Lean Kitchen Enterprises, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Lean Kitchen Enterprises, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Lean Kitchen Enterprises (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 Lean Kitchen Enterprises' Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a spouse, sibling, or child of an Owner), Lean Kitchen Enterprises will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Lean Kitchen Enterprises a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Lean Kitchen Enterprises' receipt of such copy, Lean Kitchen Enterprises will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Lean Kitchen Enterprises may substitute cash for any other form of payment). If Lean Kitchen Enterprises does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Lean Kitchen Enterprises) Lean Kitchen Enterprises, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Lean Kitchen Enterprises and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which Franchisee proves arose solely as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. Lean Kitchen Enterprises may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim arising out of or relating to this Agreement (including its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Lean Kitchen Enterprises' headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of Lean Kitchen Enterprises' intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Lean Kitchen Enterprises to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Lean Kitchen Enterprises and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, Lean Kitchen Enterprises' actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to Lean Kitchen Enterprises but for the termination.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date of the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by Lean Kitchen Enterprises related to non-payment of Royalty Fees and other amounts owed by Franchisee, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where Lean Kitchen Enterprises' headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Lean Kitchen Enterprises' headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Lean Kitchen Enterprises is not a fiduciary of Franchisee. Lean Kitchen Enterprises does not control or have the right to control Franchisee or its Business. Lean Kitchen Enterprises is not a joint employer of any of Franchisee's employees and does not exercise any control or decision making in the hiring, firing or day to day scheduling or management of Franchisee's employees. Any required specifications and standards in this Agreement and in the System Standards exist to protect Lean Kitchen

Enterprises’ interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Lean Kitchen Enterprises has no liability for Franchisee’s obligations to any third party whatsoever.

18.2 No Third Party Beneficiaries. Except as stated in Article 16, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Lean Kitchen Enterprises, and Lean Kitchen Enterprises’ affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Lean Kitchen Enterprises in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Lean Kitchen Enterprises’ rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party’s rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Missouri (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Lean Kitchen Enterprises, addressed to 1331 South Belt Highway, St. Joseph, MO 64507. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Lean Kitchen Enterprises may amend the Manual, give binding notice of changes to

System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Lean Kitchen Enterprises may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Lean Kitchen Enterprises specifies, or (ii) bind Franchisee to a renewal term of 5 years, collect the renewal fee this Agreement specified in Section 3.2(v), and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Lean Kitchen Enterprises does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Lean Kitchen Enterprises.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Lean Kitchen Enterprises' Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace.

(3) That no person acting on Lean Kitchen Enterprises' behalf made any statement or promise regarding the costs involved in operating a Lean Kitchen franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Lean Kitchen Enterprises' behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Lean Kitchen Enterprises' behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Lean Kitchen franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Lean Kitchen Enterprises' behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Lean Kitchen Enterprises and Franchisee concerning the Lean Kitchen franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

None of the representations here are intended to act nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law or under the Washington Franchise Investment Protection Act.

Agreed to by:

FRANCHISOR:

LEAN KITCHEN ENTERPRISES, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
Date: __________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_______ Illinois
_______ Indiana
_______ Maryland
_______ Minnesota
_______ New York
_______ North Dakota
_______ Ohio
_______ Rhode Island
_______ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____________ *Sole Proprietorship*
_____________ *Partnership*
_____________ *Limited Liability Company*
_____________ *Corporation*

State: ___________________________

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: ______________________________

This Location Acceptance Letter is issued by Lean Kitchen Enterprises, LLC for your Lean Kitchen franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

____

2. The Territory of the Business is:

____

LEAN KITCHEN ENTERPRISES, LLC

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises").

Background Statement: ______________________ ("Franchisee") desires to enter into a Franchise Agreement with Lean Kitchen Enterprises for the franchise of a Lean Kitchen business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Lean Kitchen Enterprises to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Lean Kitchen Enterprises and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Lean Kitchen Enterprises, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Lean Kitchen Enterprises upon demand from Lean Kitchen Enterprises. Guarantor waives (a) acceptance and notice of acceptance by Lean Kitchen Enterprises of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Lean Kitchen Enterprises make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Lean Kitchen Enterprises for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Lean Kitchen Enterprises, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Lean Kitchen Enterprises or its affiliates (except for Confidential Information which Lean Kitchen Enterprises licenses from another person or entity). Guarantor acknowledges that all customer data collected or generated by the Business and all data collected or generated by the point-of-sale system (other than data regarding employees) is Confidential Information belonging to Lean Kitchen Enterprises. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within 25 miles of Franchisee's Territory or within 25 miles of the territory of any other Lean Kitchen business operating on the date of expiration, termination, or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and within 25 miles of the territory of any other Lean Kitchen business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Lean Kitchen Enterprises. Guarantor agrees that the existence of any claim it or Franchisee may have against Lean Kitchen Enterprises shall not constitute a defense to the enforcement by Lean Kitchen Enterprises of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Lean Kitchen Enterprises may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Missouri (without giving effect to its principles of conflicts of law). The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute

Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Lean Kitchen Enterprises all costs incurred by Lean Kitchen Enterprises (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and _______________, a _______ _______ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Lean Kitchen Enterprises and Franchisee have entered into a Franchise Agreement for the franchise of a Lean Kitchen business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Lean Kitchen Enterprises and Franchisee desire that Franchisee develop multiple Lean Kitchen businesses.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open Lean Kitchen businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	$______
2		2	$______
3		3	$______
4		4	$______
5		5	$______
		Total Initial Franchise Fee:	

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to Lean Kitchen Enterprises. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and Lean Kitchen Enterprises have executed the Franchise Agreement simultaneously with this MUDA. For each additional Lean Kitchen franchise, Franchisee shall execute Lean Kitchen Enterprises' then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a Lean Kitchen business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Lean Kitchen business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Lean Kitchen business.

3. Exclusive Development Area. Franchisee shall locate each Lean Kitchen business it develops under this MUDA within the following area: ______________________________ _____________ (the "Development Area"). Until ____________________, Lean Kitchen Enterprises shall not establish, nor license the establishment of, another business located in the Development Area selling the same or similar goods or services under the same or similar trademarks or service marks as a Lean Kitchen business. Lean Kitchen Enterprises retains the right to: (i) establish and license others to establish and operate Lean Kitchen businesses outside the Development Area, (ii) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Lean Kitchen business; and (iii) sell and license others to sell products and services in the Development Area through channels of distribution (including the internet) other than Lean Kitchen outlets. If Franchisee fails to comply with the development schedule or defaults on any franchise agreement, then (in addition to all other remedies available to Lean Kitchen Enterprises), Lean Kitchen Enterprises may reduce the Development Area or terminate the exclusive nature of the Development Area.

4. Default and Termination. Lean Kitchen Enterprises may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) Lean Kitchen Enterprises has the right to terminate any franchise agreement between Lean Kitchen Enterprises and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Lean Kitchen Enterprises actually terminates such franchise agreement).

5. Limitation of Liability. Franchisee's commitment to develop Lean Kitchen businesses is in the nature of an option only. If Lean Kitchen Enterprises terminates this MUDA for Franchisee's default, Franchisee shall not be liable to Lean Kitchen Enterprises for lost future revenues or profits from the unopened Lean Kitchen businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each Lean Kitchen franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Lean Kitchen business, in the reasonable judgment of Lean Kitchen Enterprises, and

(ii) Franchisee must be in full compliance with all brand requirements at its open Lean Kitchen businesses, and not in default under any Franchise Agreement or any other agreement with Lean Kitchen Enterprises.

7. Dispute Resolution; Miscellaneous. The laws of the State of Missouri (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Missouri law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of Lean Kitchen Enterprises, and any Transfer without Lean Kitchen Enterprises’ prior written consent shall be void. The provisions of Section 15.1 (Transfer by Lean Kitchen Enterprises), Article 17 (Dispute Resolution), and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

LEAN KITCHEN ENTERPRISES, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Multi-Unit Development Agreement pursuant to:

_______ Illinois
_______ Indiana
_______ Maryland
_______ Minnesota
_______ New York
_______ North Dakota
_______ Ohio
_______ Rhode Island
_______ Washington

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: ______________________________
Notice Address: ________________________
____
____
Telephone:______________________________

Franchisor: Lean Kitchen Enterprises, LLC
Notice Address: 1331 South Belt Highway,
St. Joseph, MO 64507
Telephone: 816-390-5168

Tenant: ________________________________

Leased Premises: ____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Lean Kitchen business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor or its affiliate becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Lean Kitchen brand.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor

or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

TENANT:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISOR:

LEAN KITCHEN ENTERPRISES, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Lean Kitchen Enterprises, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Lean Kitchen Enterprises reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

____
Name: __________________________
Date: ___________________________

EXHIBIT F

FINANCIAL STATEMENTS

LEAN KITCHEN ENTERPRISES, LLC

Financial Statements For The Year Ended December 31, 2021

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

NAPER CPA GROUP

924 W. 75th Street
Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of LEAN KITCHEN ENTERPRISES, LLC

We have audited the accompanying financial statements of LEAN KITCHEN ENTERPRISES, LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2021, the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders' Equity for the year then ended.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of LEAN KITCHEN ENTERPRISES, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally 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 from material misstatement. An audit involves 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 the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity'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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the 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. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Omar Alnuaimi, CPA

Naperville, IL
February 8, 2022

LEAN KITCHEN ENTERPRISES, LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2021

Revenue	
Royalty Revenue	$415,755
Franchise Fees	322,206
Other Revenue	140,466
Total Revenue	878,427
Cost of Sales	-
Gross Profit	878,427
Operating Expense	
Salaries & Wages Expense	235,105
Legal & Professional Services	97,833
Outside Labor	72,761
Advertising & Marketing Expense	37,835
Travel Expense	26,043
Office Expense	25,986
Payroll Tax Expense	18,376
Technology Expense	14,950
Rent Expense	11,199
Automobile Expense	9,600
Other Expenses	9,094
Meals & Entertainment	8,643
Total Operating Expenses	567,426
Net Income From Operations	311,001
Other Income (Expense)	
PPP Loan Forgiveness	14,300
Loss on Receivable	(47,690)
Deprecation Expense	(3,064)
Total Other Income (Expense)	(36,454)
Net Income Before Provision for Income Tax	274,547
Provision for Income Taxes	-
Net Income (Loss)	$274,547

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LEAN KITCHEN ENTERPRISES, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2021

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$257,692
Other Deposits	500
TOTAL CURRENT ASSETS	258,192
NON-CURRENT ASSETS	
Fixed Assets - Furniture & Equipment	7,092
Leasehold Improvements	2,500
Less: Accumulated Deprecation	(7,227)
TOTAL NON-CURRENT ASSETS	2,365
TOTAL ASSETS	260,557
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
Payroll Liabilities	20,689
Company Credit Card	116
TOTAL CURRENT LIABILITIES	20,805
NON-CURRENT LIABILITIES	
Loan Payable	107,600
TOTAL NON-CURRENT LIABILITIES	107,600
TOTAL LIABILITIES	128,405
OWNER'S EQUITY	
Retained Earnings (Deficit)	(142,394)
Net Income (Loss)	274,547
TOTAL SHAREHOLDERS' EQUITY	132,152
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$260,557

See Independent Accountant’s Audit Report and accompanying notes, which are an integral part of these financial statements.

LEAN KITCHEN ENTERPRISES, LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021

OPERATING ACTIVITIES	
Net Income	$274,547
Non-Cash Adjustments	
Decrease in Royalty Receivable	47,690
Increase in Payroll Liabilities	16,330
Increase in Accumulated Deprecation	3,064
Increase in Company Credit Card	116
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	341,747
INVESTING ACTIVITIES	
Fixed Assets - Furniture & Equipment	(3,000)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(3,000)
FINANCING ACTIVITIES	
Debt Repayments	(131,600)
Owner's Contribution (net)	(204,892)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(336,492)
NET INCREASE (DECREASE) IN CASH	2,255
CASH AT BEGINNING OF PERIOD	255,437
CASH AT END OF PERIOD	$257,692

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LEAN KITCHEN ENTERPRISES, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2021

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 62,498	$ -	$ 62,498
Net Income for the period ending December 31, 2021	-	274,547	274,547
Equity Contributions (Distributions)	-	(204,892)	(204,893)
Balance, December 31, 2021	**$ 62,498**	**$ 69,655**	**$ 132,152**

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

LEAN KITCHEN ENTERPRISES, LLC (the "Company") was incorporated under the laws of the State of Missouri for the purpose of offering franchise opportunities to entrepreneurs who desire to operate a retail location selling healthy prepared foods to go, under the trade name "Lean Kitchen".

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method, which are reflected in these financial statements herein. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2021, no impairment loss has been recognized for long-lived assets.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fair Value of Financial Instruments

Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2021, the carrying amounts of the Company's financial assets and liabilities reported in the balance sheets approximate their fair value.

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard for 2021 and onward.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2021, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – LONG TERM DEBT

The Company has one long-term debt instruments, which is a loan due in the amount of $107,600 @ 3.75% per annum, with a maturity date of May 2050. The terms of this loan allow the borrower (The Company) to make prepayments towards the principle of the loan.

NOTE D – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE E – SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 8, 2022, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

LEAN KITCHEN ENTERPRISES, LLC

Financial Statements For The Year Ended December 31, 2020

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of Lean Kitchen Enterprises, LLC

We have audited the accompanying financial statements of Lean Kitchen Enterprises, LLC., which comprise the Balance Sheet as of December 31, 2020, the related Profit & Loss Statement, the related Statements of Cashflow, and the related Statement of Shareholders' Equity for the 12-month period then ended.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally 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 from material misstatement. An audit involves 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 the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity'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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the 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. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lean Kitchen Enterprises, LLC. as of December 31, 2020, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Omar Alnuaimi, CPA

Omar Alnuaimi, CPA

Naperville, IL
March 26, 2021

LEAN KITCHEN ENTERPRISES, LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2020

Revenue	
Revenue - Franchise Fees	$ 181,071
Revenue - Royalty Revenue	314,364
Revenue - Other	41,281
Total Revenue	536,717
Cost of Sales	16,764
Gross Profit	519,953
Operating Expense	
Advertising & Marketing Expense	25,917
Computer Software Expense	1,341
Dues & Subscriptions	2,600
Meals & Entertainment	1,801
Misc. Expense	1,817
Outside Labor	43,895
Payroll Tax Expense	11,727
Professional Fees	77,019
Rent Expense	8,827
Salaries & Wages Expense	140,251
Supplies Expense	6,732
Travel Expense	10,777
Utilities Expense	2,290
Total Operating Expenses	334,994
Net Income From Operations	184,959
Other Income (Expense)	
Interest Expense	(6,838)
Misc. Income	4,105
Net Income Before Provision for Income Tax	182,226
Provision for Income Taxes	-
Net Income (Loss)	$ 182,226

LEAN KITCHEN ENTERPRISES, LLC
BALANCE SHEET
DECEMBER 31, 2020

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$ 255,437
Royalty Receivable	47,690
Rent Deposit	500
TOTAL CURRENT ASSETS	303,627
NON-CURRENT ASSETS	
Fixed Assets - Furniture & Equipment	4,093
Leasehold Improvements	2,500
Less: Accumulated Depreciation	(4,163)
Fixed Assets - Equipment (net)	2,430
TOTAL NON-CURRENT ASSETS	2,430
TOTAL ASSETS	306,058
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
PPP Loan	14,300
Payroll Liabilities	4,360
TOTAL CURRENT LIABILITIES	18,660
NON-CURRENT LIABILITIES	
Note Payable	117,000
Loan Payable	107,900
TOTAL NON-CURRENT LIABILITIES	224,900
TOTAL LIABILITIES	243,560
OWNER'S EQUITY	
Owner's Contribution / Draw (net)	15,000
Retained Earnings	(134,728)
Net Income (Loss)	182,226
TOTAL SHAREHOLDERS' EQUITY	62,498
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 306,058

LEAN KITCHEN ENTERPRISES, LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

OPERATING ACTIVITIES	
Net Income	$ 182,226
Non-Cash Adjustments	
Increase in Royalty Receivable	(47,691)
Decrease in Payroll Liabilities	(1,075)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	133,460
INVESTING ACTIVITIES	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-
FINANCING ACTIVITIES	
Decrease in Due to Affiliate	(12,838)
PPP Loan	14,300
Note Payable	117,000
Loan Payable	107,900
Owner's Contribution (net)	(141,417)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	84,945
NET INCREASE (DECREASE) IN CASH	218,405
CASH AT BEGINNING OF PERIOD	37,032
CASH AT END OF PERIOD	$ 255,437

LEAN KITCHEN ENTERPRISES, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
December 31, 2020

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2019	$ 21,689	$ -	$ 21,689
Net Income for the period ending December 31, 2020	-	182,226	182,226
Equity Contributions (Distributions)	-	(141,417)	(141,417)
Balance, December 31, 2020	**$ 21,689**	**$ 40,809**	**$ 62,498**

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

LEAN KITCHEN ENTERPRISES, LLC (the "Company") was incorporated under the laws of the State of Missouri for the purpose of offering franchise opportunities to entrepreneurs who desire to operate a retail location selling healthy prepared foods to go, under the trade name "Lean Kitchen".

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred.

Use of Estimates
The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents
Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased

Fixed Assets and Depreciation
Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2020, no impairment loss has been recognized for long-lived assets.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fair Value Measurements
The Company has determined the fair value of certain assets and liabilities in accordance with United States generally accepted accounting principles ("GAAP"), which provides a framework for measuring fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs. A fair value hierarchy has been established, which prioritizes the valuation inputs into three broad levels. Level 1 inputs consist of quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the related asset or liability. Level 3 inputs are unobservable inputs related to the asset or liability.

Accounts Receivable
The Company's trade receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value.

Revenue Recognition
Revenues are primarily derived from franchise fees (one-time and recurring fees) and training and support fees collected from franchisees. Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Franchise Fees
Franchise Fees & Royalties Initial franchise fees will be nonrefundable and recognized in income when all material services or conditions relating to the sale of the franchise have been substantially performed or satisfied by the Company. Initial franchise fees will be generally recognized upon the opening of a real estate franchise or upon termination of the agreement between the Company and the franchisee. The Company's franchisees will be required, under the provisions of the license agreements, to pay the Company royalties each month based on a percentage of actual net royalty sales. The royalty fees will be payable on a monthly basis to the Company.

Advertising Expenses
The Company expenses advertising costs as they are incurred.

Commitments and Contingencies
The Company is not currently involved with and does not know of any pending or threatening litigation against the Company or its members

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes
The Company is a Limited Liability Company ("LLC") for income tax purposes (effective through December 31, 2020). In lieu of corporate income taxes, the owners are taxed on their proportionate shares of the Company's taxable income. Accordingly, no liability for federal or state income taxes and no provision for federal or state income taxes have been included in the financial statements.
The Company accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. Interest and penalties assessed, if any, are accrued as income tax expense. The Company has identified its tax status as a limited liability company electing to be taxed as a pass-through entity as its only significant tax position; however, the Company has determined that such tax position does not result in an uncertainty requiring recognition.

NOTE C – LONG TERM DEBT

The Company has two long-term debt instruments. The first instrument is a loan due in the amount of $107,900 @ 3.75% per annum, with a maturity date of May 2050. The terms of this loan allow the borrower (The Company) to make prepayments towards the principle of the loan.

The second instrument is a Note Payable due in the amount of $117,000 @ 5% per annum, with a maturity date of December 31, 2024. The terms of this loan allow the borrower (The Company) to make prepayments towards the principle of the loan.

NOTE D – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE E – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 26, 2021, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

LEAN KITCHEN ENTERPRISES LLC

DECEMBER 31, 2019 AND 2018

FINANCIAL STATEMENTS

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

LEAN KITCHEN ENTERPRISES LLC

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

May 13, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
Lean Kitchen Enterprises LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Lean Kitchen Enterprises LLC (a subchapter S Corporation) as of December 31, 2019 and 2018 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 Lean Kitchen Enterprises LLC (a subchapter S Corporation) as of December 31, 2019 and 2018 and the related statements of operations, changes in owner's equity and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

CPA

A. Andrew Gianiodis

Certified Public Accountant

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

Lean Kitchen Enterprises LLC

Balance Sheet
December 31, 2019 and 2018

		2019		2018
ASSETS				
Current Assets				
Cash	$	37,032	$	21,534
Prepaid expenses		500		-
Total Current Assets		37,532		21,534
Fixed Assets				
Equipment		6,592		200
Accumulated Depreciation		(4,099)		-
Total Fixed Assets		2,493		200
TOTAL ASSETS	$	40,025	$	21,734
LIABILITIES & EQUITY				
Current Liabilities				
Payroll liabilities	$	5,498	$	-
Due to affiliate		12,838		22,035
Total Liabilities		18,336		22,035
Members' Equity		21,689		(301)
TOTAL LIABILITIES & EQUITY	$	40,025	$	21,734

See accompanying notes

Lean Kitchen Enterprises LLC

Statement of Operations
Years ending December 31, 2019 and 2018

	2019	2018
Revenues		
Franchise fees	$ 170,529	$ 54,910
Royalties	54,259	-
Other revenue (net of costs)	9,197	2,923
Total revenue	233,985	57,833
Expenses		
Advertising	28,535	13,379
Bank charges	448	57
Consulting	34,025	26,224
Marketing fees	12,304	22,035
Office	2,456	377
Payroll expenses	72,501	-
Professional fees	9,046	8,773
Rent and occupancy	6,547	-
Supplies	4,258	-
Travel	28,756	1,898
Website	1,074	391
Total expenses	199,950	73,134
Operating Income/(Loss)	34,035	(15,301)
Depreciation	(4,099)	-
Interest expense	(7,196)	-
Net Income/(Loss)	$ 22,740	$ (15,301)

See accompanying notes

Lean Kitchen Enterprises LLC

Statement of Changes in Member's Equity
Years ending December 31, 2019 and 2018

	Total Equity
Equity at January 1, 2018	$ -
Capital Contribution	15,000
Net Loss	(15,301)
Equity December 31, 2018	$ (301)
Equity at January 1, 2019	$ (301)
Draws	(750)
Net Income	22,740
Equity December 31, 2019	$ 21,689

See accompanying notes

Lean Kitchen Enterprises LLC

Statement of Cash Flows
Years ending December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net Income	$ 22,740	$ (15,301)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation & amortization	4,099	-
Changes in assets and liabilities		
Current assets	(500)	-
Current liabilities	(3,699)	22,035
Net cash provided by operating activities	22,640	6,734
Cash flows from investing activities:		
Expenditure on fixed assets	(6,392)	(200)
Net cash provided by investing activities	(6,392)	(200)
Cash flows from financing activities:		
Capital infusion	-	15,000
Owner draws	(750)	-
Net cash provided by investing activities	(750)	15,000
Net change in cash	15,498	21,534
Cash - beginning of year	21,534	-
Cash - end of year	$ 37,032	$ 21,534
Supplemental Disclosures		
Interest Paid	7,196	-
Income Taxes Paid	-	-

See accompanying notes

LEAN KITCHEN ENTERPRISES LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of Missouri for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Lean Kitchen operation, as a franchise.

BASIS OF PRESENTATION

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

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 paid by the franchisee.

COMPANY INCOME TAXES

The Company, with the consent of its stockholders, has elected to be an s-corporation. In lieu of corporation income taxes, the stockholder(s) of an s-corporation is taxed based on its proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019 and 2018, as defined in FASB 107, 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 SUBSEQUENT EVENTS

There were no subsequent events noted through May 13, 2020, the date that the financial statements were available to be issued.

EXHIBIT G

OPERATING MANUAL TABLE OF CONTENTS

* Because our Manual is electronic, these are approximated page counts.

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Alabama
Trent Hammond and Rusty Glines
(256) 572-3754
12844 US HWY 431
Guntersville, Alabama 35976

Trent Hammond and Rusty Glines
(256) 572-3754
964 Airport Road SW Unit 7
Huntsville, AL 35802

Colorado
Wayne Ragsdale
7424-A S University Blvd
Centennial, CO 80122
(720) 749-2975

Wayne Ragsdale
351 S Colorado Blvd
Denver, CO 80246
(303) 316-8000

Wayne Ragsdale
98 Wadsworth Blvd #126
Lakewood, CO 80226
(303) 935-5516

Wayne Ragsdale
5055 S Kipling St #C8
Littleton, CO 80127
(303) 933-3933

Wayne Ragsdale
8747 Sheridan Boulevard
Westminster, CO 80003
(303) 429-2900

Idaho
Anthony & Kelly Fobia
2632 Government Way
Coeur d'Alene, Idaho 83815
(208) 930-0977

Kansas
Wayne Ragsdale
1821 E Madison Ave Suite 1100
Derby, KS 67037
(316) 776-8797

Wayne Ragsdale
2260 N Rock Rd
Wichita, KS 67226
(316) 685-1675

Wayne Ragsdale
2556 N Maize Rd #110
Wichita, KS 67205
(316) 719-3898

Missouri
Cara Hart and Brent Medley
(636) 294-8300
2917 State Hwy K, Suite E
O'Fallon, Missouri 63368

Cara Hart and Brent Medley
(573) 915-5207
556 Wal-Mart Drive
Farmington, Missouri 63640

Cara Hart and Brent Medley
3860 S. Lindbergh Blvd
St. Louis, MO 63640
(573) 915-1009

Jon and Natalie Hardin
(660) 956-9921
508 S Baltimore
Kirksville, Missouri 63501

Jon and Natalie Hardin
(636) 294-8300
212 Green Meadows, Suite 5
Columbia, Missouri 65203

Natalie and Jon Hardin
316 E. Battlefield Rd.
Springfield, MO 65804
(417) 350-1108

Stan & Heather Erhardt
(816) 503-6280
6265 Lewis Road Suite #101
Parkville, MO 64152

Stan & Heather Erhardt
(816) 883-8288
9766 N. Ash Avenue
Kansas City, MO 64157

Stan and Heather Erhardt
3548 SW Market Street
Lee's Summit, MO 64082
(816) 537-3118

Ohio

Marcus & Lena Patton
(573) 757-9460
4786 Red Bank Expressway
Cincinnati, Ohio 45227

South Carolina

Colin Medlock
5018 Old Spartanburg Road
Taylors, SC 29687
(864) 252-4227

Colin Medlock
2017-B Augusta Street
Greenville, SC 29605
(864) 509-6730

Tara Hawkins
2909 N. Main Street
Anderson, SC 29621
(864) 437-8141

Washington

Anthony and Kelly Fobia
802 E. 29th Ave
Spokane, WA 99203
(509) 290-6195

Franchisees who had signed franchise agreements as of the end of our last fiscal year but are not yet open:

Ohio
Marcus and Lena Patton
7240 Towne Centre Drive
Westchester Township, OH 45069
(513) 757-9460

Missouri
Cara Hart and Brent Medley
2039 Zumbehl Road
St. Charles, MO 63303
(636) 294-8300

South Carolina
Tara Hawkins
530 Old Greenville Highway
Clemson, SC 29631
(864) 437-8141

Colin and Kamilla Whitney (3 signed franchise agreements)
142 Magnolia Street
Spartanburg, SC. 29306

Indiana
Justin Skains (2 signed franchise agreements)
730 E. Lincoln Highway
Schererville, IN. 46375

Georgia
Jay Johnson (2 signed franchise agreements)
4905 Alabama Road, Suite 140
Roswell, GA. 30075

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dbo.dfpi.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

> The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

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.).

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in St. Joseph, Missouri, with the costs being borne equally by Franchisor and Franchisee. 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.

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

4. The following paragraph is added at the end of Item 19 of the Disclosure Document:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Lean Kitchen business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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

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

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

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: ____________________

2. A proposed registration or filing is or will be shortly on file in the following states: ______________________________

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION

WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NEW YORK 10005. 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:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

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

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.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

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

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

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

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

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

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

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

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

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

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

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

LEAN KITCHEN ENTERPRISES LLC

June 8, 2021

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

ILLINOIS RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated __________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ___________________, a ________ ____________ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Jurisdiction. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to occur outside of Illinois.

4. Entire Agreement; No Disclaimer. This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between Lean Kitchen Enterprises and Franchisee on the matters contained in this Agreement; but nothing in this Agreement or any related agreement is intended to disclaim the representations that Lean Kitchen Enterprises made in the latest franchise disclosure document that Lean Kitchen Enterprises furnished to Franchisee.

5. Effective Date. This Rider is effective as of the date of the Agreement.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

INDIANA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official

price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MARYLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

MINNESOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

NEW YORK RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Lean Kitchen Enterprises or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Lean Kitchen Enterprises with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

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

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

OHIO RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ___________ ___________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "BOPA" means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that Lean Kitchen Enterprises is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of Lean Kitchen Enterprises constitutes an intent that BOPA apply to the transaction between Lean Kitchen Enterprises and Franchisee or an admission by Lean Kitchen Enterprises that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. Lean Kitchen Enterprises will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

5. Cancellation. You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

6. Agent for Service of Process. The name and address of Lean Kitchen Enterprises' agent authorized to receive service of process in Ohio is [______________________].

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

OHIO
NOTICE OF CANCELLATION

[*Insert Date Agreement Signed by FRANCHISEE*]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following Lean Kitchen Enterprises, LLC's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Lean Kitchen Enterprises at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of Lean Kitchen Enterprises regarding the return shipment of the goods at Lean Kitchen Enterprises' expense and risk. If you do make the goods available to Lean Kitchen Enterprises and Lean Kitchen Enterprises does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to Lean Kitchen Enterprises, or if you agree to return them to Lean Kitchen Enterprises and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Lean Kitchen Enterprises, LLC, at 1331 South Belt Highway, St. Joseph, MO 64507, or send a fax to Lean Kitchen Enterprises at [*Insert facsimile number*] or an e-mail to Lean Kitchen Enterprises at Contact@LeanKitchenCo.com not later than midnight of [*Insert date that is five business days after the date above*].

I hereby cancel this transaction.

FRANCHISEE:

____

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated ______________________ (the "Agreement"), between Lean Kitchen Enterprises, LLC, a Missouri limited liability company ("Lean Kitchen Enterprises") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	LEAN KITCHEN ENTERPRISES, LLC
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

EXHIBIT K

EFT AUTHORIZATION FORM

ACH Payment Authorization Form

Sign and complete this form to authorize Lean Kitchen Enterprises LLC to make debits to your checking or savings account.

By signing this form, you give us permission to debit your account for the amounts specified via invoices you will receive.

Please complete the information below:

I ______________________________ authorize Lean Kitchen Enterprises LLC to charge my bank account.
(full name)

Billing Address ______________________________ Phone# __________________________

City, State, Zip ______________________________ Email __________________________

Account Type:	Checking	Savings
Name on Acct	_________________________________	
Bank Name	_________________________________	
Account Number	_________________________________	
Bank Routing #	_________________________________	
Bank City/State	_________________________________	

SIGNATURE ____ DATE _____________________

I understand that because this is an electronic transaction, these funds may be withdrawn from my account. In the case of the payment being rejected for Non Sufficient Funds (NSF) I understand that Lean Kitchen Enterprises LLC may at its discretion attempt to process the charge again within 30 days, and I agree there may be an additional charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute Lean Kitchen Enterprises LLC billing with my bank so long as the transaction corresponds to the terms indicated in this agreement.

STATE EFFECTIVE DATES

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

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

State	Effective Date

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

RECEIPT

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 Lean Kitchen Enterprises, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Lean Kitchen Enterprises, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Austin Evans	1331 South Belt Highway, St. Joseph, MO 64507	816-390-5168

Issuance Date: March 15, 2022; amended April 1, 2022

I received a disclosure document March 15, 2022; amended April 1, 2022, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Operating Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. EFT Authorization Form

Signature: ___________________________
Print Name: _________________________
Date Received: _______________________

Keep This Copy For Your Records

RECEIPT

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F. Financial Statements
G. Operating Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. EFT Authorization Form

Signature: ____________________________
Print Name: __________________________
Date Received: ________________________

Return this copy to us.
Lean Kitchen Enterprises, LLC - 1331 South Belt Highway, St. Joseph, MO 64507