Special Risks to Consider About *This* Franchise

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

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

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement and area development agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

ITEM 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "LRF" and "we," "us," and "our" means Logan's Roadhouse Franchising II LLC, the franchisor. "You," "your," and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from LRF.

Franchisor

LRF was organized as a Delaware limited liability company on May 13, 2020. We operate under our company name and the name "Logan's Roadhouse." We maintain our principal business address at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. We began offering franchises Logan's Roadhouse Restaurants in August 2021. We are not engaged in any other business activity and we have not offered or sold franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document.

Our agent for service of process in Delaware is The Corporation Trust Center, 1209 Orange St, Wilmington, DE 19801. Our agents for service of process for other states are identified by state in Exhibit E. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Parents, Predecessors and Affiliates

Our predecessor, Logan's Roadhouse, Inc. ("LRI") was formed in March 1995 and had a principal business address at 8001 Arista Place, Suite 500, Broomfield, Colorado 80021. LRI ~~did not~~ offered franchises from approximately 1996 to 2006. LRI did not operate Logan's Roadhouse Restaurants or conduct any other business~~.~~, and LRI did not offer or sell franchises in ~~this or~~ any other line of business. Craftworks Holdings, LLC, who was the parent of our predecessor, LRI, and its affiliates, filed for Chapter 11 bankruptcy relief in 2020 and LRI's assets (including contracts) were sold to SPB Hospitality LLC ("SBC") and later assigned to us.

We have six parent companies that share a principal business address of 19219 Katy Fwy, Suite 500, Houston, Texas 77094: our parent Logan's Roadhouse II LLC ("LR II"), its parent LR Midco LLC, its parent LR Mezzanine LLC, its parent LR Restaurants LLC, its parent SPB ~~Hospitality LLC ("SPB")~~ and its parent, DBFLF CFTWE Holdings L.P. ("DBFLF"). ~~SPB offers training and support services to franchisees and procures and/or sells certain products and services to our franchisees.~~ On May 13, 2020, DBFLF and SPB entered into a management agreement in which DBFLF was given exclusive power and authority to manage the operations of SPB and act on SPB's behalf. ~~LR II owns the trademarks for Logan's Roadhouse Restaurants and licenses them to us.~~ On June 1, 2020, SPB entered into a management services agreement with us in which SPB will provide personnel and other management services to us. SPB offers training and support services to franchisees and procures and/or sells certain products and services to our franchisees. Our parent company LR II owns the trademarks for Logan's Roadhouse Restaurants and licenses them to us. LR II is not currently engaged in selling franchises, is not engaged in any other business activity, and has not offered or sold franchises in any other line of business.

~~LR II's predecessor, Logan's Roadhouse, Inc. ("LRI") offered franchises for Logan's Roadhouse Restaurants from approximately 1996 to 2006. LRI did not offer or sell franchises in any other line of business. As of January 3, 2021, LR II and its subsidiaries~~As of January 3, 2021, we and our affiliates had 113 corporate locations and 23 franchise locations that sell products and services under the same trademarks that are similar to those sold by Logan's Roadhouse Restaurants. ~~LR II is not currently engaged in selling~~

~~franchises, is not engaged in any other business activity, and has not offered or sold franchises in any other line of business.~~

Our affiliate, Old Chicago Franchising LLC ("OCF I"), had a principal business address at 8001 Arista Place, Suite 500, Broomfield, Colorado 80021 and began offering franchises for Old Chicago Restaurants in February 2000. From July 2009 to December 2017, OCF I offered Rock Bottom Brewery Restaurant franchises and ChopHouse Restaurant franchises under separate Franchise Disclosure Documents. The Rock Bottom Brewery and ChopHouse Restaurant concepts offer and sell products and services under different trademarks that are similar to those sold by Logan's Roadhouse Restaurants. OCF I is not engaged in any other business activity and has not offered or sold franchises in any other line of business. Neither we nor OCF I own or operate any Rock Bottom Brewery or ChopHouse Restaurant businesses.

Our affiliate, Old Chicago Franchising II LLC, maintains its principal business address at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Old Chicago Franchising II LLC has offered and sold Old Chicago Restaurant franchises since August 2021. Old Chicago Restaurants offer and sell products and services under different trademarks that are similar to those sold by Logan's Roadhouse Restaurants. As of January 3, 2021, Old Chicago Franchising II LLC and its subsidiaries had 47 corporate locations and 33 franchise locations. Old Chicago Franchising II LLC is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Rock Bottom Franchising LLC, maintains its principal business address at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Rock Bottom Franchising LLC's predecessor, Rock Bottom License, LLC offered and sold Rock Bottom Restaurant franchises beginning in 2019. Rock Bottom Restaurants offer and sell products and services under different trademarks that are similar to those sold by Logan's Roadhouse Restaurants. As of January 3, 2021, Rock Bottom Franchising LLC and its subsidiaries had 19 corporate locations and no franchise locations, which sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. Rock Bottom Franchising LLC is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Special Restaurant Franchising LLC, ("SRF") maintains its principal business office at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. SRF and its predecessor have offered and sold ChopHouse Restaurant & Brewery franchises since 2018. SRF offers and sells products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. As of January 3, 2021, SRF had four ChopHouse Restaurant licensed locations. SRF has not offered new franchises or licenses since 2014, but SRF may offer renewals to existing ChopHouse licensees. SRF is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

Our affiliate, Gordon Biersch Franchising, LLC, maintains its principal business office at 19219 Katy Fwy, Suite 500, Houston, Texas 77094. Gordon Biersch Franchising, LLC and its predecessor have offered and sold Gordon Biersch Brewery Restaurant franchises since 2011. Gordon Biersch Brewery Restaurants offer and sell products and services under different trademarks that are similar to those sold by Old Chicago Restaurants. As of January 3, 2021, Gordon Biersch Franchising, LLC had seven corporate locations and three licensed non-traditional locations. Gordon Biersch Franchising, LLC is not engaged in any other business activity and has not offered or sold franchises in any other line of business.

We do not have any other affiliates or predecessors required to be disclosed in this Item.

Description of Franchise

Logan's Roadhouse Restaurants are full-service dine-in and take-out neighborhood restaurants that feature a welcoming casual dining atmosphere serving grilled steaks, traditional American fare administer and enforce regulations that govern food service preparation, handling, storage and sales and food service operations generally. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. Your Restaurant must also meet applicable federal, state, county and municipal building codes and accessibility codes. Some state and local governments have also adopted, or are considering, proposals that would regulate indoor air quality, including the limitation of smoking tobacco products in or around public places such as restaurants.

You must obtain a retail alcoholic beverage license under state and local law, regulations and ordinances. You should understand that the sale of alcoholic beverages is heavily regulated by federal, state and local laws, regulations and ordinances. These laws, regulations and ordinances may vary significantly between jurisdictions. You may also have liability imposed on you by Dram Shop Laws for injuries directly and indirectly related to the sale and consumption of alcoholic beverages.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

You ~~alone~~ are responsible for investigating, understanding and complying with all applicable laws, regulations and requirements applicable to you and your Logan's Roadhouse Franchise~~, despite any advice or information that we may give you.~~. You should consult with a legal advisor about whether these and/or other requirements apply to your Logan's Roadhouse Restaurant. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

The franchisor entity, Logan's Roadhouse Franchising II LLC, does not have any employees, officers or directors. All of the individuals involved with the management and/or operation of the franchisor are employees, officers or directors of our parent company, SPB Hospitality LLC.

Chief Executive Officer: Jim Mazany

Mr. Mazany has served as the Chief Executive Officer of SPB in Houston, Texas since August 2020. Prior to this, he served as Chief Operating Officer of TGI Fridays in Dallas, Fort Worth from June 2019 to August 2020. Mr. Mazany served as Founder and Chief Executive Officer of SR Talent Solutions in Houston, Texas from September 2015 to August 2020. He served has President and Chief Executive Officer of Fatz Southern Kitchen in Greenville, South Carolina from December 2016 to June 2019.

Senior Vice President of Operations: Rodney Conant

Mr. Conant has been the Senior Vice President of Operations of SPB in Houston, Texas since September 2020. Prior to this, Mr. Conant served in a variety of roles including Director of Strategic Operations, Senior Director of Strategic Operations, Senior Director of Operations, and Vice President of Operations in the Operations Services Department of TGI Fridays in Dallas, Texas from January 2013 to September 2020.

Chief Development Officer: Ed McGraw

Mr. McGraw has served as Chief Development Officer of SPB in Houston, Texas since July 2021. Prior to this role, he served as Vice President of Development of SPB in Nashville, Tennessee from

Type of Fee[(1)]	Amount	Due Date	Remarks
Insurance	Reimbursement of our costs, plus a 20% administration charge	When billed	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained, plus 20% of the premium as an administrative cost of obtaining the insurance.
Additional Training or Assistance Fees	Then-current fee (currently \$200 to \$500 per day for services of each training representative, plus expenses incurred and any training materials)	Within ten days after receipt of invoice	We provide initial training at no charge for certain persons. We may charge you for training additional persons, newly hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Conference Fee	Then-current fee	Within ten days after receipt of invoice	We may charge a per person attendance fee for any annual conferences that we choose to hold. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all conference attendees.
Third Party Technology Fees[(5)]	Varies (currently \$775 per month)	Same as Royalty Fee	You are required to use designated third-party suppliers for certain technologies and the maintenance and support of your computer systems. These fees are paid to us on behalf of third-party suppliers. These fees may change depending on the supplier or the required technology for use in your Logan's Roadhouse Restaurant.
Supply Chain Management System Services[(6)]	Will vary depending upon supplier and whether you choose additional services (currently estimated to range from \$400 to \$600 annually)	As incurred	You must comply with our supply chain management system ("Supply Chain Management System") used to manage product quality and product inventory at each Restaurant. See Note 6 for an estimated range of costs and Item 8 for more information on the services.
Supplier and Product Evaluation Fee	Costs of inspection or testing	As incurred	Payable if we inspect a new product, service, or proposed supplier nominated by you.
Customer Issue Resolution	Reasonable costs we incur for responding to a customer complaint, which varies	On invoice	Payable if a customer of your Logan's Roadhouse Restaurant contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.
Payment Service Fee	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of up to 4% of the total charge.

these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

The above table provides an estimate of your initial investment for a Logan's Roadhouse Restaurant operated from converted premises leased by you. All estimates in this Item are based upon free-standing or end cap Logan's Roadhouse Restaurant locations with a building/premises size of approximately 6,000 square feet and approximately 1,000 square feet of patio space. Your costs will be higher if you choose to purchase the Restaurant building and land or open a larger Restaurant.

2. Initial Franchise Fee/IFF Deposit. Item 5 has more information regarding these fees. If you sign an Area Development Agreement to develop multiple Logan's Roadhouse Restaurants, you will pay an IFF Deposit equal to $20,000 multiplied by the number of Logan's Roadhouse Restaurants (excluding the first Restaurant) to be developed under the Area Development Agreement. The low estimated amount equals the IFF Deposit for the right to open two Restaurants and the high estimated amount equals an IFF Deposit for the right to open a total of ten Restaurants.

3. Leasehold Improvements. A Logan's Roadhouse Restaurant typically will be located in leased premises of ground-up construction, the conversion of a former restaurant building or an end cap location in a strip-type shopping center. A Logan's Roadhouse Restaurant will require approximately 6,000 - 7,000 square feet of floor space and approximately 750 - 1,000 square feet of patio space. Leasehold improvements will generally range from $80 to $200 per square foot. These amounts are our best estimates based upon LRF's experience. The estimated expenditures for leasehold improvements assume that the landlord will provide a "warm shell" space for the Restaurant and that the landlord will not provide a tenant improvement allowance ("TIA"). A "warm shell" space is a building that has been fitted with basic services such as lighting, plumbing, heating and air conditioning and is ready for tenant improvements. Your costs may be offset by any TIA you are able to negotiate with your landlord. It is important to understand that, while your leasehold improvement costs may be reduced if the landlord agrees to provide you with a TIA, the TIA may likely be factored into a higher rental lease rate over the term of the lease. These leasehold improvement amounts do not reflect costs for the purchase of unimproved land and construction of a Restaurant building, which would result in a significantly greater initial investment. If you buy land and construct the building for your Restaurant, you will need at least 1.5 acres of land, and will incur site development costs which will usually range from $200,000 to $300,000, and construction costs for the Restaurant building ranging from $950,000 to $1,300,000. The cost of the land will range from $500,000 to $1,100,000.

4. Furniture, Fixtures, and Equipment ("FF&E"). These amounts include the estimated costs for chairs, bar stools, back-bar and bar top, drink rails, restaurant small wares, television/stereo system, office furniture, safe, awnings, window shades, artwork/artifacts, booths, fans, flooring, plants, patio furniture, tables, tabletops, table bases, smoke eaters, lighting fixtures, miscellaneous décor items, and interior signs. Your freight, tax, and installation costs will vary depending on the location and size of the Restaurant.

5. Kitchen Equipment. These amounts include the estimated costs for ovens, stoves/grills, refrigeration, and other kitchen equipment; prep station; hood, fire, and ventilation systems; all necessary stainless-steel fixtures; and kitchen smallwares. Your freight, tax, and installation costs may vary substantially, depending on your Restaurant's location, configuration, and local regulations.

training (currently not more than $28 per trainee). We will send you an invoice for training materials upon the earlier of the opening of your Restaurant or the date that you were required to open your restaurant under your Franchise Agreement.

15. NRO Team Expenses. For your first Restaurant (and second and third Restaurants, if applicable) we will provide our NRO Team (as defined in Item 5), and you will be responsible for the NRO Team's expenses. We will send you an invoice when you open your Restaurant.

16. Employee Salaries and Other Pre-Opening Costs. These amounts represent our best estimate of the range of costs involved in the "pre-opening" category. They reflect the pre-opening costs of salaries and benefits, travel expenses, moving, hiring, housing, uniforms, and training materials for your hourly and salaried employees, supplies, pre-opening advertising, and menu and other media materials, and miscellaneous set up costs for cable and telephone. This estimate does not include the salaries and benefits of your employees while they attend the MITP (see Note 14).

17. Professional Fees. We strongly recommend that you hire a lawyer, accountant, or other professional to advise you on this Franchise offering. Rates for professionals can vary significantly based on area and experience.

18. Required Opening Date Extension Fee. If your Logan's Roadhouse Restaurant is not open for business by the Required Opening Date (as defined in Item 5), then you may request, in writing, up to two 30-day extension periods to open the Restaurant, not to exceed 60 days from the Required Opening Date in total. If we grant an extension, you must pay us $1,500 for each full or partial week after the Required Opening Date or the end of any extension period(s) until your Restaurant is open for business. The low estimated amount assumes you open on or before your Required Opening Date, and the high estimated amount assumes you incur this fee for eight weeks.

19. Additional Funds. The estimate of additional funds for the initial phase of your Logan's Roadhouse Restaurant is based on your staff salaries and miscellaneous start-up operating expenses through the first three months of operation. This also includes the cost of free or reduced cost food that you will provide to the public and the staff during training. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Logan's Roadhouse Franchises. ~~The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Logan's Roadhouse Franchise may be greater or less than the estimates given, depending upon the location of your Logan's Roadhouse Restaurant, and current relevant market conditions. The estimate of additional funds does not include an owner's salary or draw. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the initial phase of your business, which is defined as three months or a longer period if reasonable for the industry. We are not aware of any established longer reasonable period, so our disclosures cover a 3-month period. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience, and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.~~The estimate of additional funds does not include an owner's salary or draw. You must provide security deposits for utilities and rent (and possibly for other items).

21. Figures May Vary. This is an estimate of your initial start-up expenses for one Logan's Roadhouse Franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Logan's Roadhouse Franchise.~~ Additional funds for the operation of the Logan's Roadhouse Franchise will be required after the first three months of operation if sales produced by the Logan's Roadhouse Franchise are not sufficient to produce positive cash flow.~~

and submit all of the Site Information for the proposed site to us. We will review the Site Information, evaluate the proposed site and the surrounding market area, make an on-site visit to the proposed site, and if applicable, issue a no-objection letter. You must purchase or lease, at your expense, the site for the Restaurant within 60 days after we complete our evaluation and issue a no-objection letter; any lease that is to be signed may require you (or your owner(s) and each such person's spouse) to sign a personal guaranty. We generally do not own and/or lease the premises to you.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Our current site selection guidelines include evaluating the market area including the general area and neighborhood, determining population and drive time to the Restaurant, median income of the market area, and the general layout of the Restaurant and patio and other physical characteristics sizes. We will make on-site visits to the proposed site, at our expense. After the initial on-site evaluations of your Restaurant, if we find further on-site visits are still necessary or if you reasonably request it, we or our designee will make additional on-site visits. We will make an on-site visit to your Restaurant just before your scheduled opening date to determine that the approved design plans were followed by the contractor and that the Restaurant's premises have been substantially completed. There is no charge to you for this visit.

Although we will consult with you on your site, you have the ultimate responsibility in choosing, obtaining, and developing the site for your Restaurant. We do not provide assistance with conforming your Restaurant to local ordinances and building codes, obtaining any required permits, and/or constructing, remodeling or decorating your Restaurant.

You are solely responsible for selecting the site of each of your Logan's Roadhouse Restaurants under the Area Development Agreement which will be subject to our review and acceptance. We do not locate sites for you. For each Logan's Roadhouse Restaurant opening, other than your first under the Area Development Agreement, you must sign the then-current Franchise Agreement, which may be materially different from our current Franchise Agreement included in this Franchise Disclosure Document, upon the earlier of the acceptance of the site of the Logan's Roadhouse Restaurant or 270 days before your development obligation date. In evaluating a proposed site, we consider such factors as general location and neighborhood, population and drive time to the Restaurant, median income of the market area, the general layout of the Restaurant and patio and other physical characteristics. Before leasing or purchasing the site for your Logan's Roadhouse Restaurant, you must submit to us, in the form we specify, a description of the site, with other information and materials we reasonably require. Upon receiving the proposed site information, we will review the information and either accept or reject the proposed site. If we do not accept your proposed site within 14 days after your submission (or 14 days after you provide any supplemental information requested), the site will be deemed rejected. If we cannot agree on a site, we have the right to terminate your Franchise Agreement. Once a site is accepted, you will have 60 days to procure the approved site/lease. The signed lease must be submitted to us within ten days of execution. You will open and commence business at each Restaurant within 270 days after the effective date of your Franchise Agreement unless your Development Agreement or another written agreement specifies a different Required Opening Date. The development schedule for the opening of each of your Restaurants is identified in Attachment B to the Area Development Agreement and requires adherence.

Schedule for Opening

The typical length of time between signing a Franchise Agreement and opening the Restaurant will be approximately 270 days. Some factors which may affect this timing are your ability to obtain a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory, and the time to convert, renovate or build out your Restaurant. You may not open your Restaurant until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed all initial training programs to data, and POS configuration information. This equipment and related software must be purchased and installed according to our specifications. The hardware and software are not proprietary to us and may be purchased from any third-party supplier we approve. This cost generally ranges from $40,000 to $50,000 (see Item 7). You are required to install, maintain and patch only approved security internet and firewall devices that meet our security standards and requirements and agree to periodic review and audit by either or internal team or a contracted 3rd party. This could include configuration validation and/or penetration testing.

You must maintain, upgrade, and update your computer hardware, software, and internet service providers or other communications system during the term of the Franchise Agreement as we require, at your expense. We may revise our specifications for the computer system periodically. You must upgrade or replace your computer system at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation. The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will range between $4,000 and $6,000, but this could vary (as discussed above). We can specify your computer, information, and communications systems, and may require you to utilize specified internet service providers or communications software. You must protect yourself from viruses, computer hackers, and other computer-related problems. In addition to offering and accepting Logan's Roadhouse gift cards and loyalty cards, you must use any payment vendors and accept all payment methods that we determine.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System. You will use designated third-party suppliers for certain technologies, maintenance and support of your computer and POS systems. You will pay SPB monthly fees on behalf of third-party suppliers ("Third-Party Technology Fees"), currently $775 per month. These amounts are subject to change due to additional level or scope of services provided.

We require that you use one of our approved ASV and QSA services for network scanning and PCI certification services. We require that you use only approved credit card processors and security solutions (network services, anti-virus software, etc.) to protect customer and employee data. Franchisees are required to maintain PCI compliance in accordance with the rules specified at https://securitystandards.org. If you are unable to maintain these protections and controls independently, we may, in our discretion, allow you to use a PCI compliant managed service or service provider, or comply through alternative means specified in the Franchise Manual.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your Franchise and to collect and use your electronic information and data in any manner, including to promote the Restaurant System and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website. You must provide us with any codes, passwords and information necessary to access your computer network. You must receive our prior approval before changing such codes, passwords and other necessary information. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your computer system remotely, in your Restaurant or from other locations. We reserve the right to developer proprietary software. If and when we do so, you will be required to enter into a software license agreement, attached to this Franchise Disclosure Document in Exhibit H, to license said proprietary software, at your cost, for the operation of your Restaurant.

Training

Manager in Training Program

At least 12 weeks before the date your first Restaurant begins operation as a Logan's Roadhouse Restaurant, your operating principal and your Management Team must attend and successfully complete

Subject[1]	Hours of Classroom Training[1]	Hours of On-the-Job Training[1]	Location[2]
Leadership Training	2	0	Approved Training Restaurants Nationwide
Inventory, Ordering, Receiving	2	20	Approved Training Restaurants Nationwide
Menu Training	1	40	Approved Training Restaurants Nationwide
Total	14	240	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the MITP.

2. We have approved training restaurants located in several cities across the United States. These location of our designated training restaurants is subject to change, but will generally be within the central, southwest, and western regions of the United States. Our trainings are held whenever necessary to train new franchisees.

3. Courtney Flynn currently oversees our training program to which he brings more than 21 years of management experience and 3 years with us or our affiliate.

New Restaurant Opening Team

We require you to have a NRO Team of our trained and certified (if applicable) representatives at the Restaurant for approximately two weeks before you open your third Logan's Roadhouse Restaurant. The NRO Team will implement the Restaurant System and provide on-site pre-opening and opening training, supervision, and assistance. We determine the members of the NRO Team, which generally includes a NRO Team Trainer, a "Heart of the House" ("HOH") lead, a HOH kitchen training team consisting of eight certified trainers, a "Front of the House" ("FOH") Lead, and a FOH training team consisting of nine certified trainers.

For the opening of your first three Restaurants, we will provide our NRO Team. Our NRO Team will generally have a minimum of two years' experience in training and with the Restaurant System. You will pay the expenses for our NRO Team (as discussed in Item 5). The expenses we incur to provide any NRO Team members will include the travel expenses, salaries, and benefits for any members of the NRO Team we provide. These costs and expenses will vary, depending on the number of personnel providing the assistance, and the travel expenses and other costs incurred by the NRO Team members to travel to and provide opening assistance at your Restaurant.

Our NRO Team for your third Restaurant will support your NRO Team and will consist of a smaller group of trainers. You must supply your NRO Team members for the opening of your fourth and additional Restaurants. If at any time you do not or cannot provide team members for the opening of your fourth and additional Restaurants, you should provide NRO Team members from your other Restaurants or elsewhere within your organization. In the event you are not able to supply your NRO Team members, we can provide team members to fill the remaining positions on the NRO Team, at your expense. If we schedule your opening and the Restaurant is not ready to open as scheduled, you must pay for the costs to change travel arrangements for the entire NRO Team, and all related expenses.

ITEM 12
TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate a Logan's Roadhouse Restaurant at a single location that you select, and we approve. Attachment A-1 to the Franchise Agreement lists the specific street address of the Restaurant location. If you have not identified an accepted location for the Restaurant when you sign the Franchise Agreement, as is typically the case, you and we will agree on the accepted location in writing and amend the Franchise Agreement after you select, and we accept the location. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. You must operate the Restaurant only at this location and may not relocate the Restaurant without first obtaining our written consent. Our current relocation site guidelines include evaluating the market area including the general area and neighborhood, determining population and drive time to the Restaurant, median income of the market area, and the general layout of the Restaurant and patio and other physical characteristics sizes. You may not establish or operate another Restaurant unless you enter into a Franchise Agreement for the Restaurant.

You will be given a "Protected Area," which will also be described in Attachment A to your Franchise Agreement by boundary streets or highways, city limits or county line boundaries, by an area encompassed within a radius of a specific distance (or a range of distances), or by any other method we choose. We will determine the Protected Area before you sign the Franchise Agreement, based on various market and economic factors such as an evaluation of market demographics, the market penetration of the Restaurant System and similar businesses, the availability of appropriate sites and the growth trends in the market. The Protected Area will typically be a one-mile radius around your Restaurant. We may not grant you this right if your Restaurant is located in a metropolitan area (areas in which the population during any 24-hour period exceeds 50,000 persons per square mile). In addition, we may not grant you this right if your Restaurant will be located in a non-traditional location such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, within the premises of another business or a similar venue. If your restaurant in located in a metropolitan area or non-traditional location, your territory may be limited to the Restaurant premises. You are not prohibited from directly marketing to or soliciting customers whose principal residences are outside of your Protected Area so long as you follow the policies and procedures in the Franchise Manual. You may not sell products through other channels of distribution such as wholesale, internet or mail order sales. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Protected Area. You must follow our off-site policies and procedures in our Franchise Manual, which may require you to provide catering and delivery services and/or utilize third-party delivery services. These policies may change over the term of the Franchise Agreement. You may be required to use the third-party delivery service(s) with which we have a national contract, and you may not contract with any other delivery platform without our approval. You will be responsible for costs and fees charged by any third-party delivery service platforms. You are not guaranteed any specific territory or area for catering or delivery. We may require you to discontinue catering or delivery services. Our delivery and catering policies and procedures may allow you to provide catering and delivery services in the territories of other Logan's Roadhouse Restaurants without compensating the operator of those restaurants. These policies may also allow other Logan's Roadhouse Restaurants to provide catering and delivery services in your Protected Area without compensating you. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Protected Area.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and any other agreements you or your affiliates may have with us or our affiliates, except as provided below, we and our affiliates will not establish or authorize any other person or entity to establish a Logan's Roadhouse Restaurant within your Protected Area. However, we, our affiliates, and any other authorized person or entity (including any other Logan's Roadhouse franchisee) may, at any time: (1) advertise and promote the Restaurant System by marketing ancillary products, gift cards, and other merchandise under the Marks via the internet to customers who reside or work in the Protected Area; (2) establish a Logan's Roadhouse Restaurant or another food service facility of a type offering the same foods, products, and services offered by a Logan's Roadhouse Restaurant in any "Reserved Venue" which includes any enclosed area of retail sales establishments, airport, train station, hospital, university and college campus, sports stadium, convention center, military base, and other mass gathering location or event designated by us; (3) offer and sell any products and services under any other names and marks, which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering similar products and services at any location, including within the Protected Area, which may be similar to or different from the Logan's Roadhouse Restaurant operated by you; (4) establish and operate a Logan's Roadhouse Restaurant anywhere outside of the Protected Area; (5) to engage in any transaction, including to purchase or be purchased by, to merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Logan's Roadhouse Restaurant, whether located inside or outside of your Protected Territory; provided that any Traditional Restaurants located inside of your Protected Territory will not operate under the Marks; (6) to use and license the use of technology to non-franchisee locations inside and outside the Protected Territory; or (7) implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We retain all territorial rights not expressly granted to you. We can issue mandatory policies to coordinate multi-area marketing programs. LRF does not have to pay you if it exercises any of the rights specified above in this Item in your Protected Area. We do not pay compensation for soliciting or accepting orders inside your Protected Area.

Area Development Agreement

Under the Area Development Agreement, you are assigned a Development Area in which you must develop your Restaurant(s). If you comply fully with the operational, financial, legal, and ownership conditions contained in the Area Development Agreement, you will have the right to develop additional Restaurants in that Development Area, based on a specified Development Schedule listed in your Area Development Agreement.

The size of the Development Area may be a single or multi-county area, single state area, or some other area, such as a designated market area ("DMA") and will be described in Attachment A of your Area Development Agreement. We will determine the Development Area before you sign the Area Development Agreement based on various market and economic factors, including those described above for the Development Area. The site selection and approval process for each Logan's Roadhouse Restaurant under an Area Development Agreement is the same as that for a single Logan's Roadhouse Restaurant and will be governed by the Franchise Agreement signed for that location.

The rights granted under the Area Development Agreement are only for the development of Logan's Roadhouse Restaurants. Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement between you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity to establish a Logan's Roadhouse Restaurant in your Development Area during the term of the Area Development Agreement. Upon your first failure to adhere to the Development Schedule, you will lose this territorial protection granted for the Development Area. Any second or additional failures to adhere to the Development Schedule (excluding any extensions approved by us in writing) will constitute a material event of default under the Area Development Agreement, for which we may, among other things: (i) terminate the Area Development Agreement; (ii) reduce the area of any territorial rights; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance. The Development Area may contain already existing Logan's Roadhouse Restaurants, and you may not develop a Logan's Roadhouse Restaurant that infringes on the territorial rights of an existing Logan's Roadhouse Restaurant. We, our affiliates, and any other authorized person or entity (including any other Logan's Roadhouse franchisee) may conduct the same type of activities within your Development Area as are permitted in the Protected Area under the Franchise Agreement. LRF does not have to pay you if it exercises any of these rights in your Development Area. You will not receive an exclusive Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The territorial rights granted to you under the Franchise Agreement and the Area Development Agreement are not dependent on your achievement of a certain sales volume, market penetration, or other contingency, other than the Development Schedule, and your Development Area may not be altered before the Area Development Agreement expires or terminates, except for noncompliance with the Development Schedule. You are not given a right of first refusal on the sale of existing Franchises. If you wish to purchase an additional Franchise, you must apply to us, and we may, at our discretion, offer an additional Franchise to you. We consider a variety of factors when determining whether to grant additional Franchises. Among the factors we consider, in addition to the then-current requirements for new franchisees are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

~~Logan's Roadhouse Restaurants are currently owned and operated by the following affiliates: Logan's Roadhouse of Kansas II, LLC, Logan's Roadhouse of Conway, Inc., and Logan's Roadhouse of Texas II, LLC. Our affiliate, Rock Bottom License, LLC, owns and operates Rock Bottom Restaurants through its affiliates Brew Moon Colorado, Inc., Walnut Brewery, Inc., Rock Bottom of Minneapolis, Inc., Rock Bottom Arizona, Inc., and Big River Breweries, Inc. Our affiliate, Old Chicago Franchising II LLC, owns and operates Old Chicago Pizza and Taproom Restaurants, Old Chicago Restaurants, ChopHouse & Brewery Restaurant, and Sing Dueling Piano Bar. Our affiliate, Gordon Biersch Brewery Restaurant Group, Inc., through its subsidiaries Big River Breweries, Inc., GB Acquisition, Inc., GB Maryland, Inc., Harbor East Brewery, LLC, GB Kansas, LLC, and GBBR Texas, Inc. owns and operates brewery restaurants under the names: Gordon Biersch Brewery Restaurants, Big River Brewing Company, A1A Ale Works, Ragtime Tavern Seafood & Grill, Seven Bridges Grille & Brewery, Rhythm & Brews, and Bluewater Grille. All of these businesses sell similar products and services under different trademarks. Gordon Biersch Brewery Restaurant Group, Inc., Old Chicago Franchising II LLC, and Rock Bottom License, LLC~~Our affiliates, Gordon Biersch Brewery Restaurant Group, Inc., Old Chicago Franchising II LLC, and Rock Bottom License, LLC, are not contractually prohibited from opening any of their company-owned or franchised restaurants in any Logan's Roadhouse franchisee's Development Area or Protected Area. We do not maintain physically separate offices for our similar competing businesses, but personnel for our other brands are typically trained on the restaurant sites of those brands.

_To the extent that any Rock Bottom Restaurant, Gordon Biersch Brewery Restaurant, Old Chicago Restaurant and any other restaurant we, our parent entities, or our affiliates operate may be located within the same market as your Logan's Roadhouse Restaurant, like all other restaurants, they will compete for customers by offering food and beverage products. Rock Bottom Restaurants, Gordon Biersch Brewery Restaurants, and Old Chicago Restaurants, whether franchised or company-owned, are free to advertise, solicit, and accept orders from any customers regardless of your Development Area or Protected Area.

You may not engage in any promotional or similar activities, whether directly or indirectly, through or on the internet or any other similar proprietary or common carrier electronic delivery system. You are not authorized to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing without our prior approval and subject to our online policies and sales methods designated by us. We have not established a method under which conflicts regarding territory, customers, or support are resolved.

condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Logan's Roadhouse Franchises during the term of the Franchise Agreement.

You must notify us within three business days after you learn about another's use of language, a visual image or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

ITEM 15
OBLIGATIONS OF FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

When you sign the Franchise Agreement, you must designate an individual to serve as the operating principal ("Operating Principal") of the Restaurant. If you are an individual, you must perform all of the obligations of the Operating Principal. An Operating Principal is defined as an individual who devotes his/her full-time and best efforts to supervising and conducting the operations of the Restaurant. The Operating Principal must meet our standards and criteria as provided in the Franchise Manual or otherwise in writing.

The Operating Principal must either serve as the general manager ("General Manager") or, subject to our approval, the Operating Principal can designate another individual to serve as the General Manager of the Restaurant. Your Operating Principal must attend and successfully complete our MITP. The Operating Principal must maintain an ownership interest of at least 5% if the Franchisee is an entity. The Operating Principal must also have full authority to bind you or any entity and to sign on your behalf any documentation required under either the Area Development Agreement or the Franchise Agreement. Except as may otherwise be provided in the Franchise Agreement, the Operating Principal's ownership interest must be free of any encumbrance, voting agreement, proxy, security interest, or purchase right or options. The Operating Principal must sign the Franchise Agreement as one of the owners, and must be individually, jointly, and severally, bound by all of the obligations of the Franchise Agreement.

If during the term of the Franchise Agreement, the Operating Principal is not able to continue to serve or no longer qualifies to act as the Operating Principal, you must promptly notify us and designate a replacement within 30 days after the Operating Principal leaves. The replacement is subject to the same qualifications and restrictions listed above.

You must designate and retain at all times a General Manager, two or more assistant managers, a kitchen manager, and other personnel necessary for the operation and management of the Restaurant. One of your Management Team members must be designated as a training manager. You must designate your General Manager and assistant managers when you sign the Franchise Agreement. The General Manager and the assistant managers will be in charge of the daily operation of the Restaurant. The General Manager may be one of the owners. The General Manager and assistant managers must at all times meet our qualifications.

The General Manager must satisfy our educational and business criteria as described in the Franchise Manual or otherwise in writing. The General Manager will devote his/her full-time and best efforts to the supervision and management of the Restaurant. If during the term of the Franchise Agreement, the General Manager is not able to continue to serve in that capacity or no longer qualifies to do so, you must promptly notify us and designate a replacement within 30 days after the General Manager leaves. The replacement must meet the same qualifications listed above, and complete MITP training within 12 weeks of beginning work.

Any member of your management team and, if you are an entity, any officer that does not own equity in the franchisee entity, must sign the System Protection Agreement, which is attached to this Franchise Disclosure Document in Exhibit H. You must also obtain confidentiality agreements from any of your other personnel who receive or will have access to confidential information. At our request, you must require each of your personnel, if applicable, to sign covenants that they will maintain the confidentiality of information they receive or have access to, based on their relationship with you. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign an owners agreement, the form of which is attached to the Franchise Agreement as Attachment B. In addition, we require that the spouses of the franchise owners sign the owners agreement as well.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Restaurant or other factors. You must follow our policies, procedures, methods, and techniques. You must sell, or offer for sale, all types of products and services specified by us. We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. There are no limitations on our rights to make changes to the required services and products offered by you. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any products and services that we disapprove.

We reserve the right to establish minimum and maximum resale prices subject to applicable law. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services. Unless specifically directed by us in writing, you must participate in all advertising, marketing, secret shopper programs, promotions, research, and public relations programs instituted by the Brand Fund.

~~You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs, or mention or discuss the Logan's Roadhouse Franchise, us, or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other alternative channels of distribution.~~

LRF 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 Ed McGraw, Vice President of Development, Logan's Roadhouse Franchising II LLC, 19219 Katy Fwy, Suite 500, Houston, Texas 77094, (346) 440-0SPB, Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2018-2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised*	2018	25	25	0
	2019	25	25	0
	2020	25	23	-2
Company-Owned**	2018	188	178	-10
	2019	178	174	-4
	2020	174	113	-61
Total Outlets	2018	213	203	-10
	2019	203	199	-4
	2020	199	136	-63

* Our predecessor offered Logan's Roadhouse franchises from approximately 1996 to 2006. We began offering franchises in August 2021.
**~~These~~Some of these outlets are operated by our affiliates.

Table No. 2

Transfers of Franchised Outlets to New Owners
(other than the Franchisor)
For Years 2018-2020

Totals	2018	0
	2019	0
	2020	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets			
Pennsylvania	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	1	0	1
Tennessee	2018	26	0	0	3	0	23
	2019	23	0	0	1	0	22
	2020	22	0	0	7	0	15
Texas	2018	31	0	0	2	0	29
	2019	29	0	0	1	0	28
	2020	28	0	0	9	0	19
Virginia	2018	7	0	0	0	0	7
	2019	7	0	0	0	0	7
	2020	7	0	0	3	0	4
West Virginia	2018	6	0	0	0	0	6
	2019	6	0	0	0	0	6
	2020	6	0	0	1	0	5
Total Outlets	2018	188	0	0	10	0	178
	2019	178	0	0	4	0	174
	2020	174	0	0	61	0	113

~~*These~~*Some of these outlets are operated by our affiliates.

Table No. 5

Projected Openings as of
January 3, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Totals	0	0	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit F. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Logan's Roadhouse Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending January 3, 2021, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit F. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Restaurant System. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Restaurant System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. If you buy a Logan's Roadhouse Franchise, your contact information may be disclosed to other buyers when you leave the Restaurant System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains the following financial statements: unaudited financial statements as of ~~July 4~~August 29, 2021 and audited financial statements as of January 3, 2021 for our parent, SPB, which absolutely and unconditionally guarantees to assume the duties and obligations of OCF until all such obligations under franchise registrations and the Franchise Agreement are satisfied or until liability to franchisees under the Franchise Agreement has been completely discharged. SPB has not been in business for three years or more and cannot include all financial statements required in this Item 21. SPB's and our fiscal year end is the closest Sunday to December 31st.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit B	Franchise Agreement
Exhibit C	Area Development Agreement
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Logan's Roadhouse Franchise

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit L, are a detachable document, in duplicate. Please detach, sign, date, and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

SPB HOSPITALITY

SPB Hospitality, LLC
Balance Sheet

	(in thousands) 4-Jul 2021
Assets	
Current Assets	
Cash and Cash Equivalents	55,180
Restricted Cash	1,009
Accounts Receivable, Net	5,177
Inventory	5,775
Prepaid Expenses	5,650
Total Current Assets	72,792
Fixed Assets, Net	
Fixed Assets	79,666
Total Fixed Assets, Net	79,666
Intangible Assets, Net	
Intangible Assets	74,306
Total Intangible Assets, Net	74,306
Other Assets	
Other Assets	2,111
ROU Asset Net	173,070
Total Other Assets	175,181
Total Assets	**401,944**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	12,541
Accrued Liabilities	14,839
Lease Liability-ST	14,590
Accrued Taxes	8,453
Deferred Revenue	26,939
Other Current Liabilities	2,211
Total Current Liabilities	79,574
Other Liabilities	
Deferred Revenue-LT	2,515
Lease Liability-LT	161,711
Other Liabilities	3,081
Total Other Liabilities	167,308
Stockholders Equity	
APIC	24,698
Members Contribution	118,381
Retained Earnings	(9,012)
Net Income (Loss)	20,995
Total Stockholders Equity	155,063
Total Liabilities and Equity	**401,944**

SPB HOSPITALITY

Consolidated Statement of Operations
For Period ended July 4, 2021
(in thousands)

		Actual			Budget			Fav/(Unfav) Variance Actual to Budget
Revenues:								
Restaurant sales	S	58,311			50,325		S	7,987
Franchise revenue(D)		943			371			572
Other, net		244						244
Total net revenue(A)		59,498			50,696			8,802
Costs and Expenses:								
Cost of food and beverage		16,205	27.8%		14,043	27.9%		(2,162)
Payroll and benefits		18,250	31.3%		16,195	32.2%		(2,056)
Restaurant operating costs		10,326	17.7%		9,083	18.0%		(1,243)
Occupancy costs		4,461	7.6%		4,216	8.4%		(245)
Costs of sales(B)		49,242			43,536			(5,706)
Selling, general and administrative expenses		3,322			2,925			(397)
Reorganization and transaction costs		356			96			(260)
Depreciation and amortization		1,005			940			(65)
		53,924			47,497			(6,427)
Income/(Loss) from operations		5,574			3,199			2,375
Other expense (income):								
Interest expense, net		21			0			(21)
Income Taxes		0			0			0
		21			**0**			**(21)**
Net Income/(Loss) from continuing operations before income tax		5,553			3,199			2,354
Income tax expense								
Net Income/(Loss)	S	5,553		S	3,199		S	2,354
4W EBITDA (A-B-D)		9,313	16.0%		6,789	13.5%		2,525
EBITDA		6,578			4,139			2,439

SPB HOSPITALITY

Consolidated Statement of Operations
YTD as of July 4, 2021

(in thousands)

	Actual	Budget	Fav/(Unfav) Variance Actual to Budget
Revenues:			
Restaurant sales	$ 277,231	$ 244,044	$ 33,187
Franchise revenue(D)	3,928	1,775	2,153
Other, net	355	0	355
Total net revenue(A)	281,514	245,819	35,695
Costs and Expenses:			
Cost of food and beverage	76,922	68,719	(8,202)
Payroll and benefits	84,747	78,487	(6,259)
Restaurant operating costs	51,758	45,397	(6,361)
Occupancy costs	25,205	25,111	(95)
Costs of sales(B)	238,632	217,715	(20,917)
Selling, general and administrative expenses	14,585	14,394	(191)
Reorganization and transaction costs	1,337	500	(837)
Depreciation and amortization	5,859	5,640	(219)
	260,413	238,248	(22,165)
Income/(Loss) from operations	21,101	7,571	13,531
Other expense (income):			
Interest expense, net	70	0	(70)
Taxes	37		(37)
	107	0	(107)
Net Income/(Loss) from continuing operations before income tax	20,995	7,571	13,424
Income tax expense			
Net Income/(Loss)	$ 20,995	$ 7,571	$ 13,424
4W EBITDA (A-B-D)	38,954	26,329	12,625
EBITDA	26,960	13,211	13,749

SPB Consolidating Statement of Operations
For P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Revenues:										
Food	$ 30,927	91.7%	$ 10,037	72.8%	$ 8,126	67.9%			$ 49,090	82.5%
LBW	2,507	7.4%	3,085	22.4%	3,631	30.3%			9,222	15.5%
Franchise	288	0.9%	488	3.5%	168	1.4%			943	1.6%
Other Revenue	1	0.0%	32	0.2%	28	0.2%			61	0.1%
Discounts/Breakage	16	0%	156	1%	67	1%			239	0%
Loyalty	-	0%	(9)	0%	(47)	0%			(57)	0%
Revenue, net	**33,738**	**100%**	**13,789**	**100%**	**11,971**	**100%**			**59,498**	**100%**
Costs and expenses:										
Food cost	9,424	30.5%	2,577	25.7%	2,197	27.0%			14,198	28.9%
LBW cost	727	29.0%	721	23.4%	535	14.7%			1,983	21.5%
Other Cost	21	1490%	1	1.8%	2	8.8%			24	38.9%
COFB	**10,172**	**30.4%**	**3,299**	**25.1%**	**2,734**	**23.2%**			**16,205**	**27.8%**
Mgm't Salaries	1,854	5.5%	1,028	7.7%	763	6.5%			3,645	6.2%
Hourly Wages-Mgt	160	0.5%	85	0.6%	128	1.1%			373	0.6%
Hourly Wages	5,515	16.5%	2,192	16.5%	1,856	15.7%			9,563	16.3%
Overtime	366	1.1%	205	1.5%	218	1.8%			788	1.3%
Bonuses	587	1.8%	131	1.0%	118	1.0%			836	1.4%
Payroll taxes	1,094	3.3%	577	4.3%	499	4.2%			2,170	3.7%
Benefits	462	1.4%	250	1.9%	164	1.4%			876	1.5%
Payroll and benefits	**10,037**	**30.0%**	**4,467**	**34.0%**	**3,746**	**31.8%**			**18,250**	**31.3%**
PRIME MARGIN (b)	**13,242**	**40%**	**5,535**	**42%**	**5,323**	**45%**			**24,100**	**41%**
Supplies	828	2.5%	423	3.2%	324	2.7%			1,575	2.7%
Dish Chemicals	3	0.0%	22	0.2%	20	0.2%			45	0.1%
R&M	601	1.8%	253	1.9%	216	1.8%			1,070	1.8%
Contract Services	395	1.2%	184	1.4%	188	1.6%			767	1.3%
Cleaning/Sanitation	309	0.9%	103	0.8%	121	1.0%			534	0.9%
Delivery Fees	935	2.8%	432	3.3%	167	1.4%			1,534	2.6%
Credit card and bank fees	489	1.5%	257	1.9%	281	2.4%			1,027	1.8%
Gift Card Service Fees	31	0.1%	40	0.3%	31	0.3%			102	0.2%
Over/Short	97	0.3%	(9)	-0.1%	(1)	0.0%			88	0.1%
Travel and Entertainment	44	0.1%	21	0.2%	35	0.3%			100	0.2%
Utilities	1,318	3.9%	456	3.4%	444	3.8%			2,219	3.8%
National Marketing	246	0.7%	208	1.6%	78	0.7%			532	0.9%
Local Rest Marketing	0	0.0%	42	0.3%	15	0.1%			57	0.1%
Other	395	1.2%	134	1.0%	148	1.3%			676	1.2%
Restaurant Operating Costs	**5,693**	**17.0%**	**2,566**	**19.5%**	**2,067**	**17.5%**			**10,326**	**17.7%**
Rent	1,507	4.5%	743	5.6%	1,017	8.6%			3,267	5.6%
RE taxes and Insur	616	1.8%	257	1.9%	321	2.7%			1,194	2.0%
Restaurant Occupancy Costs	**2,123**	**6.4%**	**999**	**7.6%**	**1,338**	**11.4%**			**4,461**	**7.6%**
4-Wall EBITDA (b)	**5,426**	**16.2%**	**1,969**	**14.8%**	**1,918**	**16.2%**			**9,313**	**15.9%**
Salaries, taxes and benefits	290	0.9%	116	0.9%	89	0.8%			495	0.8%
MIT Salaries and Expenses	211	0.6%	98	0.7%	61	0.5%			370	0.6%
Bonuses	69	0.2%	36	0.3%	19	0.2%			123	0.2%
Professional services	27	0.1%	11	0.1%	8	0.1%			47	0.1%
Supplies	6	0.0%	1	0.0%	0	0.0%			7	0.0%
Travel and Entertainment	119	0.4%	34	0.3%	36	0.3%			189	0.3%
Utilities	6	0.0%	3	0.0%	2	0.0%			11	0.0%
Rent and related	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Dues & Subscriptions	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Severance	-	0.0%	-	0.0%	-	0.0%			-	0.0%
Other	25	0.1%	8	0.1%	8	0.1%			42	0.1%
Brand G&A	**753**	**2.3%**	**307**	**2.3%**	**224**	**1.9%**			**1,283**	**2.2%**
Franchise Marketing	-	0.0%	14	0.1%	-	0.0%	4		18	0.0%
Closure costs (5000 CC)	(11)	0.0%	8	0.1%	12	0.1%	-		9	0.0%
Reopening costs	-	0.0%	-	0.0%	-	0.0%	-		-	0.0%
Transaction and integration cost	-	0.0%	-	0.0%	-	0.0%	231		231	0.4%
Preopening costs	2	0.0%	67	0.5%	-	0.0%	-		69	0.1%
Depreciation and Amort	360	1.1%	368	2.8%	269	2.3%	7		1,005	1.7%
Impairments	-	0.0%	-	0.0%	-	0.0%	-		-	0.0%
Asset Impairment, Exit, & Dispos	-	0.0%	-	0.0%	-	0.0%	39		39	0.1%
Interest Expense, net	3	0.0%	3	0.0%	8	0.1%	7		21	0.0%
Bad Debt	(28)	-0.1%	-	0.0%	37	0.3%	-		9	0.0%
Other Expenses	**325**	**1.0%**	**461**	**3.5%**	**326**	**2.8%**	**287**	**0.5%**	**1,399**	**2.4%**
BRAND PROFIT (LOSS) (a)	**4,636**	**13.7%**	**1,689**	**12.3%**	**1,536**	**12.8%**	**(287)**	**-0.5%**	**7,573**	**12.7%**

SPB Consolidating Statement of Operations
For P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Corporate Expenses:										
Corporate							467		467	
InfoSync Outsourcing							-		-	
GM Conference							-		-	
Corporate Initiatives							48		48	
Executive							77		77	
Board of Directors							-		-	
Accounting							135		135	
Payroll							25		25	
Finance							117		117	
IT							359		359	
Legal							24		24	
Real Estate							41		41	
Supply Chain							63		63	
Facilities							86		86	
HR							52		52	
Total Rewards							42		42	
Staffing							82		82	
Risk Management							19		19	
Training							67		67	
Franchise							40		40	
Experience							151		151	
Foundation							15		15	
Shared Services Ops							11		11	
Group Sales							63		63	
Strategy and Brand Services							35		35	
Share-based Comp							-		-	
TOTAL CORP G&A (a)							**2,021**	**3.40%**	**2,021**	**3.40%**
Pretax Income (loss)	**4,636**		**1,689**		**1,536**		**(2,308)**		**5,553**	**9.3%**
Taxes							-		-	0%
Net Income (loss) (a)	**4,636**	**13.7%**	**1,689**	**12.3%**	**1,536**	**12.8%**	**(2,308)**	**-3.9%**	**5,553**	**9.3%**

(a) % of restaurant sales. Brand profit, net income (loss) and corp G&A % of total sales (incl. Franchise)
(b) Excludes franchise and other revenue

(A)EBITDA	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
									-	
Net income (loss)	4,636		1,689		1,536		(2,308)		5,553	
Interest	3		3		8		7		21	
Taxes	-		-		-		-		-	
EBIT	**4,639**		**1,692**		**1,543**		**(2,300)**		**5,574**	
Depreciation and Amortization	360		368		269		7		1,005	
EBITDA	**4,999**	**14.8%**	**2,060**	**14.9%**	**1,813**	**15.1%**	**(2,293)**	**-3.9%**	**6,578**	**11.1%**
Adjustments:										
Closure costs	(11)		8		12		-		9	
Severance	-		-		-		-		-	
Reopening costs	-		-		-		-		-	
Transaction and integration	-		-		-		231		231	
Preopening costs	2		67		-		-		69	
Impairments	-		-		-		-		-	
Asset Impairment, Exit, & I	-		-		-		39		39	
Bad Debt (offset franchise roya	(28)		-		37		-		9	
AEBITDA	**4,961**	**14.7%**	**2,136**	**15.5%**	**1,862**	**15.6%**	**(2,024)**	**-3.4%**	**6,934**	**11.7%**

SPB Consolidating Statement of Operations
YTD P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Revenues										
Food	$ 157,322	91%	$ 46,406	73%	$ 31,394	68%			$ 235,123	84%
LBW	13,390	8%	14,269	23%	14,449	31%			42,108	15%
Franchise	1,443	1%	2,081	3%	404	1%			3,928	1%
Other Revenue	10	0%	41	0%	64	0%			115	0%
Discounts/Breakage	(139)	0%	313	0%	134	0%			307	0%
Loyalty	-	0%	32	0%	(99)	0%			(67)	0%
Revenue, net	172,026	100%	63,141	100%	46,346	100%			281,514	100%
Costs and expenses										
Food cost	47,111	30%	11,589	25%	8,758	28%			67,459	29%
LBW cost	3,779	28%	3,530	25%	2,128	15%			9,437	22%
Other Cost	21	207%	1	3%	4	5%			25	22%
COFB	50,911	29.8%	15,121	24.8%	10,890	23.7%			76,922	27.7%
Mgm't Salaries	10,847	6%	4,782	8%	3,563	8%			19,193	7%
Hourly Wages-Mgt	718	0%	381	1%	430	1%			1,529	1%
Hourly Wages	25,909	15%	10,396	17%	7,667	17%			43,972	16%
Overtime	1,486	1%	390	1%	598	1%			2,474	1%
Bonuses	2,266	1%	575	1%	452	1%			3,292	1%
Payroll taxes	5,721	3%	2,470	4%	1,972	4%			10,162	4%
Benefits	2,329	1%	1,044	2%	751	2%			4,124	1%
Payroll and benefits	49,276	28.9%	20,038	32.9%	15,433	33.6%			84,747	30.5%
PRIME MARGIN (b)	**70,396**	**41%**	**25,902**	**42%**	**19,619**	**43%**			**115,918**	**42%**
Supplies	4,379	2.6%	1,884	3.1%	1,291	2.8%			7,554	2.7%
Dish Chemicals	124	0.1%	121	0.2%	67	0.1%			312	0.1%
R&M	2,753	1.6%	1,003	1.6%	908	2.0%			4,664	1.7%
Contract Services	2,084	1.2%	990	1.6%	786	1.7%			3,860	1.4%
Cleaning/Sanitation	1,228	0.7%	491	0.8%	456	1.0%			2,175	0.8%
Delivery Fees	4,408	2.6%	1,762	2.9%	646	1.4%			6,816	2.5%
Credit card and bank fees	2,436	1.4%	1,060	1.7%	1,013	2.2%			4,509	1.6%
Gift Card Service Fees	225	0.1%	53	0.1%	342	0.7%			619	0.2%
Over/Short	233	0.1%	89	0.1%	100	0.2%			423	0.2%
Travel and Entertainment	135	0.1%	96	0.2%	169	0.4%			399	0.1%
Utilities	7,549	4.4%	2,373	3.9%	2,431	5.3%			12,353	4.5%
National Marketing	2,669	1.6%	1,233	2.0%	752	1.6%			4,655	1.7%
Local Rest Marketing	0	0.0%	301	0.5%	62	0.1%			363	0.1%
Other	1,875	1.1%	562	0.9%	618	1.3%			3,055	1.1%
Restaurant Operating Costs	30,101	17.6%	12,017	19.7%	9,640	21.0%			51,758	18.6%
Rent	9,199	5.4%	4,334	7.1%	6,142	13.4%			19,674	7.1%
RE taxes and Insur	2,984	1.7%	1,322	2.2%	1,224	2.7%			5,531	2.0%
Restaurant Occupancy Costs	12,183	7.1%	5,656	9.3%	7,366	16.0%			25,205	9.1%
4-Wall EBITDA (b)	**28,112**	**16%**	**8,229**	**13%**	**2,613**	**6%**			**38,954**	**14%**
Salaries, taxes and benefits	1,197	0.7%	536	0.9%	440	1.0%			2,172	0.8%
MIT Salaries and Expenses	729	0.4%	291	0.5%	207	0.5%			1,227	0.4%
Bonuses	360	0.2%	189	0.3%	110	0.2%			659	0.2%
Professional services	77	0.0%	21	0.0%	16	0.0%			114	0.0%
Supplies	21	0.0%	4	0.0%	2	0.0%			28	0.0%
Travel and Entertainment	378	0.2%	131	0.2%	132	0.3%			641	0.2%
Utilities	17	0.0%	7	0.0%	8	0.0%			32	0.0%
Rent and related	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Dues & Subscriptions	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Severance	-	0.0%	-	0.0%	-	0.0%			0	0.0%
Other	156	0.1%	84	0.1%	72	0.2%			312	0.1%
Brand G&A	2,935	1.7%	1,262	2.1%	987	2.1%			5,185	1.9%
Franchise Marketing	-	0.0%	201	0.3%	-	0.0%	4		205	0.1%
Closure costs (5000 CC)	(26)	0.0%	9	0.0%	27	0.1%	-		10	0.0%
Reopening costs	-	0.0%	-	0.0%	20	0.0%	-		20	0.0%
Transaction and integration costs		0.0%		0.0%		0.0%	577		577	0.2%
Preopening costs	4	0.0%	204	0.3%	1	0.0%	0		209	0.1%
Depreciation and Amort	2,067	1.2%	2,163	3.5%	1,591	3.5%	37		5,859	2.1%
Asset Impairment, Exit, & Dis	134	0.1%	44	0.1%	41	0.1%	40		259	0.1%
Interest Expense, net	16	0.0%	9	0.0%	38	0.1%	6		70	0.0%
Bad Debt (offset franchise roy	106	0.1%	-	0.0%	157	0.3%	-		263	0.1%
Other Expenses	2,301	1.3%	2,631	4.3%	1,875	4.1%	664	0%	**7,470**	2.7%
BRAND PROFIT (LOSS) (a)	**24,319**	**14%**	**6,417**	**10%**	**155**	**0%**	**(664)**	**0%**	**30,227**	**11%**

SPB Consolidating Statement of Operations
YTD P6 ending July 4, 2021
(In thousands)

	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Corporate Expenses:										
Corporate							1,050		1,050	
InfoSync Outsourcing							271		271	
GM Conference							-		0	
Corporate Initiatives							386		386	
Executive							597		597	
Board of Directors							-		0	
Accounting							938		938	
Payroll							262		262	
Finance							467		467	
IT							1,738		1,738	
Legal							141		141	
Real Estate							221		221	
Supply Chain							390		390	
Facilities							291		291	
HR							175		175	
Total Rewards							153		153	
Staffing							417		417	
Risk Management							108		108	
Training							101		101	
Franchise							189		189	
Experience							687		687	
Foundation							53		53	
Shared Services Ops							70		70	
Group Sales							287		287	
Strategy and Brand Services							204		204	
Share-based Comp							-		0	
TOTAL CORP G&A (a)							**9,196**	**3%**	**9,196**	**3%**
Pretax Income (loss)	**24,319**		**6,417**		**155**		**(9,860)**		**21,032**	**7%**
Taxes							37		37	0%
Net Income (loss) (a)	**24,319**	**14%**	**6,417**	**10%**	**155**	**0%**	**(9,897)**	**-4%**	**20,995**	**7%**

(a) % of restaurant sales. Brand profit, net income (loss) and corp G&A % of total sales (incl. Franchise)
(b) Excludes franchise and other revenue

(A)EBITDA	Logan's	% of sales	Old Chicago	% of sales	Craft Brewery	% of sales	Corporate	% of sales	Consolidated	% of sales
Net income (loss)	24,319		6,417		155		(9,897)		20,995	
Interest	16		9		38		6		70	
Taxes	-		-		-		37		37	
EBIT	**24,336**		**6,426**		**194**		**(9,854)**		**21,101**	
Depreciation and Amortization	2,067		2,163		1,591		37		5,859	
EBITDA	**26,403**	**15%**	**8,589**	**14%**	**1,785**	**4%**	**(9,817)**	**-3%**	**26,960**	**10%**
Adjustments:										
Closure costs	(26)		9		27		-		10	
Severance	-		-		-		65		65	
Reopening costs	-		-		20		-		20	
Transaction and integration	-		-		-		848		848	
Preopening costs	4		204		1		0		209	
Impairments	-		-		-		-		-	
Asset Impairment, Exit, & I	134		44		41		40		259	
Bad Debt (offset franchise roya	106		-		157		-		263	
AEBITDA	**26,620**	**15%**	**8,846**	**14%**	**2,030**	**4%**	**(8,863)**	**-3%**	**28,633**	**10%**

SPB HOSPITALITY

SPB Hospitality, LLC
Balance Sheet

	(in thousands) 29-Aug 2021
Assets	
Current Assets	
Cash and Cash Equivalents	45,701
Restricted Cash	1,038
Accounts Receivable, Net	5,836
Inventory	5,844
Prepaid Expenses	7,108
Total Current Assets	65,528
Fixed Assets, Net	
Fixed Assets	90,661
Total Fixed Assets, Net	90,661
Intangible Assets, Net	
Intangible Assets	74,236
Total Intangible Assets, Net	74,236
Other Assets	
Other Assets	2,118
ROU Asset Net	174,559
Total Other Assets	176,677
Total Assets	**407,102**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	9,047
Accrued Liabilities	15,428
Lease Liability-ST	14,503
Accrued Taxes	11,429
Deferred Revenue	25,423
Other Current Liabilities	1,231
Total Current Liabilities	77,062
Other Liabilities	
Deferred Revenue-LT	2,481
Lease Liability-LT	166,642
Other Liabilities	3,103
Total Other Liabilities	172,226
Stockholders Equity	
APIC	24,698
Members Contribution	118,381
Retained Earnings	(9,012)
Net Income (Loss)	23,746
Total Stockholders Equity	157,814
Total Liabilities and Equity	**407,102**

SPB HOSPITALITY

Consolidated Statement of Operations

For Period ended August 29, 2021

(in thousands)

	Actual		Budget		Fav/(Unfav) Variance Actual to Budget
Revenues:					
Restaurant sales	$ 42,565		40,868		$ 1,697
Franchise revenue(D)	679		329		350
Other, net	(716)				(716)
Total net revenue(A)	42,528		41,197		1,331
Costs and Expenses:					
Cost of food and beverage	12,817	30.1%	11,382	27.9%	(1,434)
Payroll and benefits	14,094	33.1%	13,092	32.0%	(1,002)
Restaurant operating costs	6,468	15.2%	7,758	19.0%	1,290
Occupancy costs	4,232	9.9%	4,191	10.3%	(42)
Costs of sales(B)	37,611		36,423		(1,188)
Selling, general and administrative expenses	2,323		2,431		108
Reorganization and transaction costs	270		77		(193)
Depreciation and amortization	1,005		940		(65)
	41,209		39,871		(1,338)
Income/(Loss) from operations	1,318		1,325		(7)
Other expense (income):					
Interest expense, net	17		0		(17)
Income Taxes	0		0		0
	17		**0**		**(17)**
Net Income/(Loss) from continuing operations before income tax	1,301		1,325		(24)
Income tax expense					
Net Income/(Loss)	$ 1,301		$ 1,325		$ (24)
4W EBITDA (A-B-D)	4,237	10.0%	4,444	10.9%	(208)
EBITDA	2,323		2,265		57

SPB HOSPITALITY

Consolidated Statement of Operations

YTD as of August 29, 2021

(in thousands)

	Actual	Budget	Fav/(Unfav) Variance Actual to Budget
Revenues:			
Restaurant sales	$ 366,418	$ 325,484	$ 40,934
Franchise revenue(D)	5,314	2,433	2,881
Other, net	(339)	0	(339)
Total net revenue(A)	371,393	327,917	43,476
Costs and Expenses:			
Cost of food and beverage	103,200	91,401	(11,799)
Payroll and benefits	114,320	104,585	(9,736)
Restaurant operating costs	66,401	60,877	(5,524)
Occupancy costs	33,682	33,474	(208)
Costs of sales(B)	317,602	290,336	(27,266)
Selling, general and administrative expenses	20,082	19,256	(826)
Reorganization and transaction costs	1,884	654	(1,230)
Depreciation and amortization	7,938	6,580	(1,358)
	347,505	316,826	(30,680)
Income/(Loss) from operations	23,888	11,091	12,796
Other expense (income):			
Interest expense, net	104	0	(104)
Taxes	37		(37)
	142	0	(142)
Net Income/(Loss) from continuing operations before income tax	23,746	11,091	12,655
Income tax expense			
Net Income/(Loss)	$ 23,746	$ 11,091	$ 12,655
4W EBITDA (A-B-D)	48,477	35,148	13,329
EBITDA	31,825	17,671	14,154

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:

Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-~~8285~~8222

Agent for Service of Process:

Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

State Administrator:

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. ~~102720~~110321

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR LOGAN'S ROADHOUSE FRANCHISING II LLC

The following modifications are made to the Logan's Roadhouse Franchising II LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _________________________, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means the laws of the state of Texas. When the term "**Supplemental Agreements**" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

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

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement ~~contains, and if applicable, the Supplemental Agreements may~~and Area Development Agreement contain~~,~~ provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in ~~Franchisor's Choice of Law State.~~Texas. 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 the Franchise Agreement or ~~Supplemental Agreements~~Area Development Agreement restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and ~~Supplemental Agreements~~Area Development Agreement require the application of the law of ~~Franchisor's Choice of Law State~~Texas. This provision may not be enforceable under California law.

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

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or ~~Supplemental Agreements~~Area Development Agreement contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement ~~and Supplemental Agreements may provide~~provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement ~~contains,~~ and ~~if applicable, the Supplemental Agreements may~~Area Development Agreement contain~~,~~ a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or ~~Supplemental Agreements~~Area Development Agreement may not be enforceable.

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

Article 27.1 of the Franchise Agreement is hereby revised to state: "The Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of the Franchisee. The Franchisee acknowledges that it has not received any warranty or guaranty, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Article 11.9 of the Area Development Agreement is hereby revised to remove the following language: "and Area Developer agrees that it has executed this AD Agreement without reliance upon any such representation or promise".

Article 14.1.2 of the Area Development Agreement is hereby revised to state: "Area Developer acknowledges that it or they have not received any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this AD Agreement."

The Franchise Disclosure Questionnaire in Exhibit I of this Disclosure Document is hereby revised to delete question 15 and is not to be completed by a franchise applicant. Should a franchise applicant answer the foregoing question, the franchisor will disregard the answer as if it had not been submitted and will not rely on any such representations inferred from the franchise applicant's answer.

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

The Franchise Agreement and Area Development Agreement contain a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Fee Deferral

The Department of Financial Protection and Innovation has determined that either the franchisor has not demonstrated it is adequately capitalized or that the franchisor must rely on franchise fees to fund operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California Franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit is deferred until that unit is open.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS 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 IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

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

THIS FRANCHISE 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 US AND YOU.

Fee Deferral

Item 5 of the FDD, the Franchise Agreement and Area Development Agreement are revised to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

MICHIGAN

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

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

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

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

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us, and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

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

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

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

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 ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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 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.

4. 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.

5. 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

Sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable under Section 51-19-09 as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended ~~accordingly to the extent required by law~~to provide the site of arbitration or mediation be agreeable to all parties and may not be remote from the franchisee's place of business.

Sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the ~~Supplemental Agreements~~Area Development Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD, Article 14 of the Franchise Agreement and Article 8 of the Area Development Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly to the extent required by law.

Franchise Fee Deferral:

Items 5 and 7 of the Franchise Disclosure Document, Article 4 of the Franchise Agreement and Article 5 of the Area Development Agreement regarding payment of the initial franchise fee are amended to state that the franchise fee will be deferred until all initial obligations owed to the Franchisee by the Franchisor have been fulfilled and the franchisee has commenced doing business pursuant to the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this 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.

Initials_______________ Date___________

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Logan's Roadhouse Franchising II LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and, if applicable, an Area Development Agreement, for the operation of a Logan's Roadhouse Restaurant franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and, if applicable, the Area Development Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below. California franchise applicants should refer to the California State Addendum in Exhibit G of the Disclosure Document before completing this questionnaire.

1. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and, if applicable, the Area Development Agreement, and each attachment or exhibit attached to it that we provided?

2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?

3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document the Franchise Agreement and, if applicable, the Area Development Agreement?

5. Yes__ No__ Have you reviewed the Franchise Disclosure Document, Franchise Agreement and, if applicable, the Area Development Agreement, with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes__ No__ Have you had the opportunity to discuss the benefits and risks of developing and operating a Logan's Roadhouse Restaurant Franchise with an existing Logan's Roadhouse Restaurant franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating a Logan's Roadhouse Restaurant Franchise?

8. Yes__ No__ Do you understand the success or failure of your Logan's Roadhouse Restaurant Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and, if applicable, the Area Development Agreement, must be arbitrated in Texas, if not resolved informally or by mediation (subject to state law)?

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	October 9, 2021
Illinois	~~Pending~~October 5, 2021
Indiana	September 23, 2021
Maryland	Pending
Michigan	September 27, 2021
Minnesota	Pending
New York	Pending
North Dakota	~~Pending~~November 18, 2021
Rhode Island	October 4, 2021
South Dakota	September 27, 2021
Virginia	Pending
Washington	Pending
Wisconsin	September 23, 2021

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.