MAIN CHICK®

Franchise Disclosure Document

MAIN CHICK LLC

A California Limited Liability Company
21512 Victory Blvd, Woodland Hills, CA 91367
PH 818-921-2592

Doing business as

MAIN CHICK®

WWW.EATMAINCHICK.COM

The franchise offered by this disclosure is a single unit franchise purchase whereby you will develop, own and operate a fast casual restaurant called Main Chick specializing in "hot chicken" meals and related menu items for dining in, takeout and delivery, including branded products for sale, operating under the Marks and using the System as described in this document, and the Operations Manual.

The total estimated required initial investment ranges from $361,500 to $657,000. This amount includes $40,000 which must be paid to the Franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact:
Paul King, 21512 Victory Blvd, Woodland Hills, CA 91367 PH 818-921-2592

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

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

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

ISSUANCE DATE: May 19, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in California. Out-of-state 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 California than in your own state.

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

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ITEM 1.
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify this Franchise Disclosure Document, "We" means Main Chick LLC**,** the franchisor, or "our" or "us" when appropriate. "You" means the person who buys the franchise. If you are a legal entity, "you" includes all owners of any equity interest in the entity. Main Chick means the business you will operate under the Franchise Agreement, operating under our Marks and following our System. Your Main Chick will sometimes be referred to as your business or your franchise herein and in the Franchise Agreement.

We were incorporated on February 20, 2020. Our principal business address is: 21512 Victory Blvd, Woodland Hills, CA 91367. We conduct business under the name Main Chick, and Main Chick Hot Chicken and do not do business under any other name. We do not have any predecessors.

Affiliates:
Our affiliate, Oi Chicks LLC incorporated March 4, 2019, owns and operates our eight (8) “company owned” Main Chick restaurants in California, with a 9th to open in Mid-2025 (See Attachment C for addresses and phone numbers).

Our affiliate Oi, Inc. incorporated October 3, 2016 and converted from Oi, LLC which was organized in February 2013, owns and operates two Oi Asian Fusion restaurant California locations (Los Angeles and Canoga Park).

We previously offered for “Oi Asian Fusion” franchises through a different affiliate in 2019 (DLC & KING, INC. which has since been dissolved) and currently have two (2) Oi Asian Fusion franchise locations. We and our affiliate(s) no longer offer Oi Asian Fusion franchises.

Other than as indicated above, we, and our affiliates do not offer franchises in any other lines of business. Other than as indicated above, we and our affiliates do not own any other franchises or any other businesses.

Experience
We offered Main Chick franchises in 2022 and have 3 Main Chick franchised locations as of the date of this disclosure. We have 8 affiliate owned Main Chick Restaurants and a 9th to open in 2025.
See Attachment C for location and contact information.

Our agents for service of process are disclosed in Attachment E.

Concept
Under the franchise we offer, you will own and operate a fast casual restaurant called Main Chick specializing in “hot chicken” meals and related menu items, for dining in, take-out and delivery**,** including branded products for sale. You will operate in accordance with the guidelines, standards, specifications, recipes formulations, trade names, trademarks, logos, color schemes, and décor we make available to you through initial training, the operations manual, marketing materials and related items, along with continued updates, and industry information, all hereafter referred to as our proprietary “System.”

Competition
The market for your products is the general public. You will compete with other national, regional and local businesses that offer ”hot chicken” menu items as a main part of their business, such fast food and casual restaurants in general. Your Main Chick restaurant and most competitors will generally

located near residential and light commercial areas. Your Main Chick restaurant may operate in close proximity to competitors. Some competitors will offer many goods and services that are the same as or similar to those you offer.

Laws Affecting Your Main Chick restaurant

You must comply with laws and regulations that apply specifically to restaurants and businesses serving snacks, food and beverages. You will be subject to all applicable state and local licensing laws, codes and regulations, as they relate to food safety and the operation of a Main Chick restaurant, including laws on storage, preparation, packaging, labeling and sale of food to the public, and food handling certification requirements, laws relating to the labeling on your menus, menu boards, and related materials. You also may have to obtain health licenses and to comply with health laws and regulations Many localities have laws against smoking inside restaurants.

Generally, applicable laws and regulations include tax rules, labor laws, business license requirements, laws on construction of business premises, zoning rules, requirements for parking and access, the Americans with Disabilities Act, export control laws pertaining to technology, health and labor issues, zoning and safety. There may be other laws applicable to the business and we urge you to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing with the food industry to be sure you are familiar with the current statutes and regulations that might apply.

ITEM 2.
BUSINESS EXPERIENCE

Member and Co-Founder, Director and Training Supervisor: Eric De La Cruz

Mr. De La Cruz is our Co-Founder, since our inception in February 2020, and is a Director. Mr. De La Cruz is also an officer of our affiliates: Oi Chicks LLC since March 2019, DLC & King, Inc., since April 2017, Oi, Inc. (formerly Oi, LLC) since 2013.

Member and Co-Founder and Training Supervisor: Paul Patrick Martin King

Mr. King is our Co-Founder, since our inception in February, 2020. Mr. King is also an officer of our affiliates: OI Chicks LLC since March 2019, DLC & King, Inc., since April 2017, Oi, Inc. (formerly Oi, LLC) since 2013.

ITEM 3.
LITIGATION

No litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4.
BANKRUPTCY

No Bankruptcy is required to be disclosed in this Franchise Disclosure Document.

ITEM 5.
INITIAL FEES

The Initial Fee for the Main Chick franchise is $35,000 and is due in full upon signing your Franchise Agreement and is not refundable under any circumstances and considered fully earned.

The Initial Training Fee for the Main Chick franchise is $5,000 and is due in full upon signing your Franchise Agreement and is not refundable under any circumstances and considered fully earned.

ITEM 6.
OTHER FEES*

Type of fee	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Revenues. See Note A.	Payable monthly by Electronic Funds Transfer. Funds must be in your designated bank account in time so that We can obtain them by the 5th of the month following the month for which you pay the Royalty Fee.	Gross Revenues includes the full price of all goods and services You sell, whether or not You have received cash or other consideration. Gross Revenues does not include taxes or fees you are required to collect on behalf of the government.
Network Marketing Fee	2% of Gross Revenues. See Note B.	Payable monthly by Electronic Funds Transfer at the same time as the royalties.	This Program is not yet in effect. We will notify when it is and when the Network Marketing Fees begin.
Local Advertising and Marketing	Not less than $500 per month.	Monthly or as incurred	You must advertise locally and provide receipts to us upon request.
Cooperative Advertising	Dues to be determined by Cooperative members but not to exceed $500/month, these dues will represent your Local Advertising (No Cooperatives currently exist)	As determined by cooperative	If there are two or more Franchises in a marketing area, as we determine, you must participate in the cooperative and contribute moneys as determined by a majority vote of the cooperative.

Type of fee	Amount	Due Date	Remarks
Additional Training	Additional people may be trained for then current training fee. Additional training fee is currently $3,000 per person for the initial training program. We charge $300 per day for specific extra training you need on site, beyond the initial training, at your request or if we deem necessary, plus travel/lodging costs of franchisor. See Note C.	In advance of the training program(s)	If you obtain a new or replacement manager that person is required to complete training. You are responsible for all compensation, salaries, benefits and travel-related expenses for you or any employees.
Ongoing inventory and menu items	Varies	According to purchase terms	You will buy the majority of your ongoing menu items from a vendor we designate.
Transfer Fee	$25,000	Before completing transfer	Payable only if you sell your franchise or any part of your business to a new owner. Fee is $500 if you transfer to a corporation or other entity with the same identical ownership and control.
Software licensing fee	We do not have any proprietary software at this time but reserve the right to implement in the future		Payable to us or our affiliate for use of any proprietary mandatory software only if we institute in the future.
Audit Fee	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Costs of audit payable only if an audit reveals that you have under reported Gross Revenues by 2 percent or more.
Renewal	$25,000	Before consummating Renewal	You will be required to sign a new franchise agreement which may contain materially different terms than your current franchise agreement.
Late Payment	Late charge equal to 5% of payment due, together with interest at one percent (1%) per month, not to exceed highest legal rate	On receipt of invoice	Interest is payable on entire overdue amount beginning with the date payment is due until payment, late charge and interest is paid in full.

Type of fee	Amount	Due Date	Remarks
Dishonored Item Fee	$75 plus reimbursement of any financial institution charge to us	On demand	Due if your payment is dishonored
Franchise Agreement Violation Fee	$1,000 per offense	On demand	Due if you fail to timely cure a non-monetary default
Indemnification	losses we suffer as a result of wrongful or negligent acts from the operation of your business	On demand	
Costs and Attorneys' Fees	Amounts awarded to us if we prevail in any legal claim against you.	On demand	

*Unless otherwise indicated, these fees are imposed uniformly and are payable to us and are non-refundable.

Notes Regarding Other Fees:

Note A. Gross Revenues

Gross Revenues is the total selling price of all products and services and all income of every other kind related to the Main Chick restaurant, (including without limitation income related to authorized catering and delivery activities, authorized temporary kiosk set up activities, and all sales or orders of food products and food preparation services, provided from or related to your Main Chick restaurant, whether for cash, credit, barter or otherwise, including proceeds from the sale of gift cards gift certificates, coupons or similar promotions, and regardless of collection in the case of credit extended. You will pay a monthly Royalty Fee. You will pay by electronic funds transfer and must sign an authorization allowing direct transfers from your bank. The only exception is for sales tax collected.

Note B. Network Marketing Fees

Once we implement the program, you will pay a monthly Network Marketing Fee, in the same manner and at the same time as your Royalty Fee. Network Marketing Fees are in addition to your local advertising and any cooperative advertising obligation. We may increase this with 60 days' notice not to exceed a maximum of 4%.

Note C. Training Expense.

We will train you and one other person for the Initial Training Fee currently $5,000. You or a manager responsible for full time business operations and management must be trained in our initial training; You may have additional employees trained at your expense at current training fee of $3,000. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. We may require you or your employees to attend additional training at a location we determine at $300 per day. You may request additional on-site training for $300 per day plus our travel and lodging expenses.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Category	Low Amount	High Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (Note A)	$35,000	$35,000	Lump Sum	Upon Signing Franchise Agreement	Us
Initial Training Fee -for up to 2 people trained at the same time (Note A)	$5,000	$5,000	Lump Sum	Upon Signing Franchise Agreement	Us
Rent & Security Deposit (3 Months) (Note B)	$20,000	$40,000	As Incurred	As Incurred	Landlord
Leasehold Improvements (Note C)	$150,000	$300,000	As Incurred	As Incurred	Contractors
Equipment including small wares (Note D)	$60,000	$120,000	Lump Sum	Before Opening	Vendors
Travel & Living Expenses While Attending Initial Training	$1,000	$2,000	As Incurred	As Incurred	Hotels, airline, Food, vendors, etc.
Furniture, Office Equipment & General Software, Signs	$15,000	$30,000	As Incurred	Before Opening	Vendors and Suppliers
Grand Opening (Note E)	$3,500	$6,000	As Incurred	As incurred	Vendors
Insurance (Note F)	$12,000	$20,000	As Incurred	As Incurred	Vendor
Professional Fees (Note G)	$2,000	$4,000	As Incurred	As Incurred	Professionals
Opening Inventory of Supplies (Note H)	$8,000	$15,000	As Incurred	Prior to Opening	Vendors
Additional Funds (3 months) (Note I)	$50,000	$80,000	As Incurred		
TOTALS	$361,500	$657,000			

Notes Regarding Initial Investment:

Note A: Initial Fees.

The Initial Franchise Fee is $35,000 and the Initial Training Fee is $5,000 and are payable in full upon signing the Franchise Agreement and are non-refundable.

Note B: Real Estate Rental.

You must lease a location for the Main Chick restaurant that meets our general guidelines. The space should be between 1000 and 2500 square feet in a strip mall or small stand-alone shop in a light commercial area, which allows open hours of operation through 10 or 11pm. Leases will vary in rental amounts, lease terms, amount of space required, tenant improvements required, security deposit and advance rental required. You may be liable for the entire term of the lease whether or not you succeed in the Main Chick restaurant. You should consult your lease documents and your attorney.

Note C: Leasehold Improvements

We will provide standard guidelines for the layout of the tenant improvements. The cost could be higher if you or your landlord request changes from the standard design and materials.

Some landlords finance leasehold improvements by amortizing them over the lease term and charging a higher rental amount to cover the cost. You should attempt to determine your costs and financing options before deciding on a location.

If you are taking over or continuing in an existing Main Chick restaurant, We may require that you remodel, redecorate or make other changes to the Location to comply with our specifications, at your cost.

You may not open the Main Chick restaurant for business until: (1) we approve the location improvements as developed according to our specifications and standards; (2) pre-opening training been completed to our satisfaction; (3) the Initial Franchise Fee and all other amounts then due to us have been paid; and (4) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we request. You must open the Main Chick restaurant for business within after we notify you that it is ready to open unless there are circumstances beyond your control. We must approve any delay in opening of the Main Chick restaurant with approval to be reasonable in nature.

Note D: Equipment.

You must obtain all the equipment in the Equipment list Exhibit C to the Franchise Agreement, and small kitchen wares through an approved supplier. We and our affiliates are currently not an approved or required vendor. If you have an existing Main Chick restaurant that is fully equipped, you may need less, or additional or different equipment to comply with our standards.

If you lease the equipment that may increase your monthly fixed expenses. If you borrow money to purchase the equipment, your monthly fixed expenses will increase.

Note E: Grand Opening.

We require a "grand opening" appropriate for your community, competitive situation and similar factors. The cost of a grand opening is difficult to estimate with accuracy because of local market factors, including the types of marketing media available, the cost of marketing space or time and the local competitive situation. You must purchase Grand Opening services through a required vendor; we and our affiliates are currently not an approved or required vendor. We estimate that, in most areas, you can accomplish an adequate grand opening for approximately $3,500 to $6,000.

Note F: Insurance.

We require you to purchase and maintain, at your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability. See Item 8 for details.

Note G: Legal and Accounting Professional Fees.

You may need an attorney to assist and advise you in setting up your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon your experience and staffing, you will need accounting services. You should consult your accountant for an estimate of fees. This amount will vary based on what the Professional charges.

Note H: Opening Inventory and Branded Items.

You will need a minimum supply of inventory of food ingredients and items and kitchen supplies prior to Opening and must purchase these from an approved vendor. The categories of Opening Inventory and Supplies are listed in Exhibit D to the Franchise Agreement. We and our affiliates are currently not a required vendor of the Inventory and Branded Items.

Note I: Additional Funds.

This range estimates a 3 month initial period for expenses and include payroll costs utilities, royalties, other services, and inventory replacement. The estimates are based on our company Main Chick restaurants**.** These estimates do not include owner compensation or return on investment. These figures are estimates based on our experience with our company owned locations and franchise locations. You may need additional funds before your Main Chick restaurant breaks even and are advised to see professional assistance in determining your own expenses and budget. We do not provide direct or indirect financing to our franchisees.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase only from approved vendors all the equipment, supplies and inventory and branded items, and advertising materials, necessary to start and operate the Main Chick restaurant. We issue specifications in writing and incorporate them in the Operations Manual. These specifications include quality, accuracy, preparation, installation, application, operations.

You must engage an approved CPA or bookkeeper before your business opens.

We and our affiliates are currently not a required vendor for required purchases.

We require you to purchase and maintain, at your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability. Such insurance shall consist of combined single limit coverage of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer or with a state agency. You must provide us with one or more certificates of insurance evidencing such coverage and naming us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to us. Upon our request you must provide us with a copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory.

We publish a list of approved vendors and order procedures in the Operations Manual. We may approve other vendors if you request it in writing or if a vendor requests it and if the vendor demonstrates to our satisfaction that it is financially stable and can provide product(s) or service(s) that meet our specifications and that are consistent with our image. We may charge a reasonable fee to cover our costs in evaluating a proposed vendor, not to exceed $500. We will normally make our decision within sixty (60) days. We reserve the right to disapprove any previously approved vendor whose performance falls below our standards. Even though we have approved a vendor, we do not guaranty their performance, and are not responsible for errors or omissions on the part of any required vendor. However, we will take into consideration any franchisee service or support issues reported to us in determining whether to maintain such vendor on our approved list.

We and our affiliates did not derive any revenue based on required purchases or leases by franchisees made in accordance with our specifications, in our last fiscal year.

Because of common industry practices, we may receive rebates, discounts and allowances from some vendors with whom you do business. We receive rebates between 2%-10% of the amount of your purchase of certain items (Spices and Chicken). We are not required to rebate you the rebates we receive or spend them in any particular manner. We do not mark-up branded items sold to you but may mark up other food items we may in the future sell to you.

We do not have any specific hardware and software requirements other than a POS system by TOAST. Please review Item 11 for details.

We may negotiate purchase arrangements with suppliers for your benefit in the future. Except as described in this Item, we do not currently provide any material benefits to you based upon your use of designated or approved sources.

We estimate that your purchases of goods and services in accordance with specifications will represent approximately 50%to 60% of your total purchases in connection with establishing your Main Chick restaurant and approximately 30% to 50% of your total ongoing purchases in connection with operating your Main Chick restaurant. These percentages are our good faith estimates based on our existing open Main Chick restaurants.

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ITEM 9.
FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS FRANCHISE DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	1,6 Exhibit B	11
b. Pre-opening purchases/leases	6, 7, Exhibits C, D	7
c. Site development and other pre-opening requirements	1, 6, 7	5, 7, 17
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ITEM 10.
FINANCING

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

ITEM 11.
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Pre-Opening Obligations.

Except as listed below, we need not provide any assistance to you.

Before you open your Main Chick restaurant, we will:

1. License you to use our Marks and System in connection with your Main Chick restaurant (Franchise Agreement - Article 1);

2. Designate your Territory (Franchise Agreement - Article 1);

3. Approve or disapprove your business Location (Franchise Agreement - Articles 1 & 7);

4. Provide you with list of required Equipment and small kitchen wares (Franchise Agreement Article 6; Exhibit C of Franchise Agreement). We do not assist in the installation or set up.

5. Provide you with a list of categories of required initial opening product inventory, (Franchise Agreement Article 6; Exhibit D of Franchise Agreement). We do not assist in the installation or set up.

6. Provide you with Leasehold improvement guidelines and interior layout and decor (Franchise Agreement Article 6); We do not assist in the construction or supervising or the installation or set up of the interior layout or decor.

7. Identify your Main Chick restaurant location on our main website; **www.eatmainchick.com** (Franchise Agreement Article 1);

8. Loan you or provide electronic access to our operations specifications, standards, procedures, processes, and requirements and trademark standards, which may be in a variety of formats, including paper, electronic, webinars, etc. ("the Operations Manual"). The Operations Manual is confidential and remains our property. We will modify the Operations Manual, from time to time and you are required to comply with all changes. Attachment D to this Disclosure Document includes a copy of the Operations Manual's table of contents. The Operations Manual currently contains approximately 60 pages. (Franchise Agreement - Article 1); and

9. Provide initial training for you and one additional person as provided below providing you have paid the Initial Training Fee.

Post-Opening Obligations.

After you open your Main Chick restaurant, we will:

1. Take any actions We deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);

2. Provide You periodic updates to the Manual (Franchise Agreement - Article 1);

3. Collect and manage any funds we may receive as rebates, discounts and allowances from vendors you do business with (Franchise Agreement – Article 2);

4. Provide a periodic training program for Your manager(s) and for certain other employees, at Our regular charge for the training (Franchise Agreement - Articles 4 & 5);

5. Provide periodic consultation and advice concerning Your operation of the Licensed Business and to generally be of assistance (Franchise Agreement, Article 1);

6. Provide you specifically requested additional training onsite at a mutually agreeable time for the current daily additional training fee (currently $300 per day). Franchise Agreement, section 4).

7. Maintain the website: **www.eatmainchick.com**; You may not create a separate webpage without Franchisor's express consent (Franchise Agreement Article 1)

8. Once implemented, manage the Network Marketing Program and manage the Network Marketing Fees (Franchise Agreement, Article 2). We expect to focus all marketing using Network Marketing Fees in areas where We have one or more franchisees, although the Agreement does not require Us to benefit You with every marketing program. We may charge Our marketing research, development and production expenses against the Network Marketing Fees. Any Network Marketing fees not used during any one year remain in the marketing fund for the next year.

MARKETING AND ADVERTISING

Local Area Advertising

You are required to spend at least $500 per month on local area advertising and must provide us with proof of expenditures upon our request. You must obtain our prior consent for local advertising.

Grand Opening

You are required to spend between $3,500 and $6,000 in a Grand Opening promotions and provide us a plan we will approve. The plan should include Public Relations, Media Outreach, Social Media, Events-Set up, Mailers, advertising, and on-site presence and promotions. We will provide guidelines for conducting a Grand Opening Plan (Franchise Agreement, section 2)

Promotions

You are required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card program we institute. (Franchise Agreement, section 2)

Local Advertising Cooperative

If at any time there are two or more Main Chick restaurant franchisees within a marketing area you must form a local marketing cooperative and you must participate. We will decide and may modify the size and location of any marketing area. A local marketing cooperative, by a majority vote, may assess determine the amount of dues, and the advertising to participate in. and will make its own rules and procedures and administering its own funds. We will act as an advisor when needed, but will not participate in the dues or administering the funds collected or to be collected.

Network Marketing Fund

We may, in the future, establish a Network Marketing Fund (the "Fund") for such advertising, marketing, promotions and public relations programs as we, in our sole discretion, may deem necessary or appropriate to promote Main Chick restaurant locations. If and when we do establish the Fund, We will administer the Fund as follows:

We will direct all advertising and public relations programs financed by the Fund, with sole discretion of approval over agencies, spokespersons, creative concepts, materials, and media placements and allocations used in the programs. The Fund will establish and maintain an on-line presence for Main Chick. The Fund may be used to pay the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs (including the costs of preparing and conducting television, radio, magazine, newspaper, direct mail and coupon advertising campaigns and other public relations activities; employing advertising agencies; and providing promotional brochures and other marketing materials to franchisees in the System) and maintenance of the main website. Also monies in the Fund may be used to cover administrative costs and overhead we may incur including salary costs of employees working for the Fund, up to 15%. No money will be spent by the Fund to solicit new franchisees, although we may have a website page for advertising franchise sales. You must participate in all advertising and public relations programs instituted by the Fund. All Main Chick restaurant locations owned by us or our affiliates will contribute to the Fund on the same basis as you. You are required to contribute 2% of your gross sales to the Fund.

The Fund will be accounted for separately from our other funds. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Main Chick restaurant locations to the Fund in that year, and the Fund may borrow from us or other lenders at standard commercial interest rates to cover deficits of the Fund or cause the Fund to invest any surplus for future use by the Fund. A statement of monies collected and costs incurred by the Fund will be prepared annually by us and will be furnished to you upon written request. This statement will not be audited.

The Fund is (will be once established) intended to maximize recognition of the Proprietary Marks and patronage of Main Chick restaurant locations generally. Although we will endeavor to utilize the Fund to develop advertising and marketing materials and programs, and to utilize marketing, promotions and advertising, in order to benefit all Main Chick restaurant locations, we undertake no obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Fund by the Main Chick restaurant locations operating in that geographic area or that any Main Chick restaurant location will benefit directly or in proportion to its contribution to the Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Fund. We have no fiduciary obligation to you or any other Main Chick restaurant in connection with the establishment of the Fund or the collection, control or administration of monies paid into the Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Fund.

Since the Fund is not yet established as of the effective date of this Franchise Disclosure Document, no money has been collected or spent by the Fund.

Advisory Councils

We currently do not have an advisory council.

Advertising Cooperatives

We currently do not have any local or regional advertising cooperatives for Franchisees in which you are required to participate.

Except as provided above, we are not obligated to spend any amount for advertising in your territory.

COMPUTER HARDWARE AND SOFTWARE

We require you to use POS System to "Toast POS" Below is the current rate. Toast equipment we used are Toast POS, Toast KDS, Toast Kiosk and Toast printer. Equipment cost range from $1500-$4,000

Type	Rate
V/MC/D (Swipe/Dip/Tap)	Cost + 0.17% + 0.05
V/MC/D (Keyed)	Cost + 0.17% + 0.05
Amex (Swipe/Dip/Tap)	Cost + 0.17% + 0.05

We will have independent access to your POS and online sales and restaurant information, including sources of sales, such as UberEats, and DoorDash, and similar services.

We require you to have high-speed internet access.

We recommend but do not require you to use Quickbooks accounting software.

You are responsible to maintain and repair your hardware and to update or upgrade your software. We may recommend or require additional hardware. We cannot estimate the costs of upgrades as it will depend on if you already have used equipment and software or are purchasing new.

We may in the future require you to purchase and install and use any upgraded POS system or computer hardware and software. If we do require any upgraded systems we do not anticipate it to cost more than $4,000 initially but we cannot predict the future needs of the business.

We do not have any proprietary software at this time but reserve the right to create, and implement such software into the system and if we do you must purchase and implement it. We cannot predict the costs of any such proprietary software but do not anticipate it would be more than $1000 initially.

SITE SELECTION AND TIME TO OPEN

It is our standard procedure to have you search, identify and select the site for the Main Chick restaurant**.** Our site acceptance is based on residential population, traffic counts and patterns, competing establishments, median income levels, availability of parking, rental and lease terms, physical configuration of the site and growth trends in the area. We must approve any site selected, but our approval in no way serves as a guarantee of success for the location, only that it meets our general criteria. If you cannot find a suitable site within 180 days (or more, if you request and receive an extension) from signing the Franchise Agreement, we can terminate the Franchise Agreement and you will not be entitled to receive any refund of the Initial Franchise Fee.

The typical length of time between when you sign the Franchise Agreement and the time when your Main Chick restaurant opens will generally be 9 to 18 months. The factors affecting this length of time include the time necessary for you to obtain your location for the tenant improvements to be completed, and to obtain your equipment furniture fixtures and signs, and other décor items needed, and to schedule your initial training, and hire and train any necessary employees. There may be other circumstances in which, because of delays, construction schedules and other events beyond your and our control it takes longer.

You must refurbish the location to current standards upon the earlier or renewal or relocation or every 5 years. There are no limits to the costs for refurbishment, so long as the same criteria is applied to all applicable franchisees.

TRAINING

Listed below is a chart showing our tentative training schedule, the principal instructors, the instructional material you will use, and the location of the training. All times are approximate and we may adjust them based upon your experience and rate of learning. Since we are still formulating our training program, there may be additional categories and hours than indicated, and some categories or hours may be reduced. This is our estimate only and we are still making refinements as we open restaurants.

Initial Training

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Orientation	2	1	Affiliate Stores
Concept, History, Business Model	1	0	Affiliate Stores
Human Resources Management	1	0	Affiliate Stores
Customer Service and Sales Techniques	2	2	Affiliate Stores
Food Preparation	0	12	Affiliate Stores
Menu/Plate Presentation	0	6	Affiliate Stores
Product Ordering - Specifications and Inventory	2	6	Affiliate Stores
Equipment Usage and Maintenance	2	6	Affiliate Stores
Marketing and Advertising	3	0	Affiliate Stores

Quality Standards and Store Sanitation	2	2	Affiliate Stores
Total	15	35	

Mr. King and Mr. De La Cruz will coordinate and supervise training, which may include bringing in other appropriate persons to conduct parts or all of the training. Mr. King and Mr. De La Cruz have owned and operated fast casual restaurants since 2013, and have owned and operated 8 Main Chick restaurants going back to 2019. They have also own and operate an affiliated restaurant franchise company since 2017.
Any new trainer will have at least 1 year experience in one of the corporate stores.

We charge $5,000 for the initial training for a total of two people, and you must pay the travel and living expenses for you and your trainees. An additional training fee is due for any trainees beyond two. All training occurs at our affiliate restaurants in California and may in the future be at one or more operating Main Chick restaurant locations or may be at your location. You and your trainees must successfully complete the initial training program. We will decide whether you successfully complete the initial training program based upon knowledge test results and our observations of your ability to use the knowledge effectively.

Our new franchisee training program consists of approximately ten (10) days of instruction by our current management team concerning all aspects of the operation and management of the Franchised Business. The training includes review and discussion of the Confidential Operations Manual and all aspects of the operation of your business.

You are responsible for the recruitment and hiring of *all* of your employees. You are also responsible for the training of all Main Chick restaurant employees. We will be available to advise and assist you in opening the Main Chick restaurant by coordinating your pre-opening activities and operations, as we deem necessary.

ITEM 12

TERRITORY

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 will generally receive a minimum protected territory of 5 mile radius around your Main Chick Restaurant location, within which we will not place or allow any other Main Chick franchisee owned restaurant or company owned Main Chick restaurant to be located, so long as you are not in default of your franchise agreement.

You are permitted to operate your Main Chick restaurant only at one location we approve. If you seek to relocate your Main Chick restaurant you must obtain our approval of the new location. We have the right to deny a relocation that in our opinion would be too close to another Main Chick restaurant or at a location that does not meet our current standards.

You may not engage in sales through the internet, social media or other alternative distribution channels or the Internet without Our prior written approval. We are not required to give you such approval.

There are no restrictions on where customers may come from.

We reserve the right to locate Main Chick restaurants or pop–up temporary locations at any location including but not limited to: Home shows, trade fairs, exhibitions. We also reserve the right to open a Main Chick restaurant or pop-up location in such areas inside Malls, amuzement parks, universities, hospitals, or similar closed area locations or facilities, even if inside your territory without compensation to you.

We, or a person we designate, may directly or indirectly sell and distribute goods and services at those locations, including the same goods and services you offer and may use the Marks, without paying you or any other franchisee. In addition, we may offer products and services under the same or a different trade name or trademark, through alternative distribution methods, including through independent retail outlets, catalogs, mail order and through electronic media, including television, radio, the internet and through other new or emerging commercial technological media without paying you or any other franchisee.

We or our affiliates are not a required vendor of the required purchases of equipment, inventory, supplies, branded items, advertising materials or other required items, but we reserve the right for us or our affiliate to be an approved and required vendor in the future. If we do, we or our affiliate reserve the right to have a mark-up and make revenue on these items.

We reserve the right to change POS systems, change any equipment requirements, change menu selections, and change the look of the Main Chick restaurant, as well as any elements of the System, including implementing new required services, new fees for those services, new offerings, and new logos and trademarks. We also reserve the right to discontinue any element of the System. You are required to implement any revisions to our System.

ITEM 13.
TRADEMARKS

Our affiliate, Oi Chicks, LLC owns and unconditionally licenses to us, the following federally registered trademarks in the United States Patent and Trademark Office:

MARK	Registration No.	Registration Date	Principal or Supplemental	International Class
MAIN CHICK	6496404	9-28-2021	Principal	043
	6496402	9-28-2021	Principal	043

All required affidavits will be filed when due by our affiliate.

We give you the right to use the name "Main Chick " and other trade names, trademarks, service marks, trade dress and logos we currently use or which we may adopt or approve (the "Marks") in the Main Chick. You must follow our rules when you use the Marks. You may only use the Marks exactly as we specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service

If for any reason we are no longer licensed by our affiliate, your license and franchise agreement will not be affected.

There are no presently active determinations of the USPTO or any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks that is relevant to your ability to use the Marks in connection with the Main Chick restaurant.

There are no agreements that significantly limit our rights to use or license you to use the Marks in any manner material to the Main Chick restaurant.

You must inform us if you become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without our prior written approval. We may take whatever action we deem appropriate to protect or defend the Marks or System, but we need not take any action.

If a third party sues you claiming that you are infringing the trademark or trade name of the third party by using the Marks, you must inform us immediately. We will determine whether or not to defend and indemnify you in this lawsuit, and if we do, we have the right to control the litigation including any settlements, which we will indemnify you for. However, we will not agree to any judgment against you.

It may become necessary in our sole discretion, because of trademark litigation, a decision of the USPTO, or otherwise, to change the Marks. In that event, you must immediately adopt the new or revised Marks and our maximum liability, including for any purported goodwill, is to reimburse you for the actual out-of-pocket costs of changing the principal signs identifying your Main Chick restaurant.

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect your use of the Marks.

Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

You may not use our trademark, name or the words "Main Chick " in your corporate or LLC name. You or your corporation or LLC may file a fictitious business name statement in the county where your Main Chick is located, with our prior consent as to format of the name.

We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new equipment or new techniques and you must adopt the changes in the System. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. Except as provided in this Item 13, we will have no liability or obligation to reimburse you for your modification or discontinuance of any Mark or costs of implementing a new Mark.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents. We claim copyright protection in the Operations Manual and revisions, and all training materials we provide to you and your employees. We have not registered any copyrights.

The Manual(s), the contents of each, and certain other information We will provide to You, including certain recipes, ingredients, menu items, and annual reports on marketing funds expenditures, and all processes and procedures, specified vendors and cost pricing, are all confidential information. All information we provide to you or which you develop in the course of performing under the Franchise Agreement, which is not generally available to the public is our Proprietary Information. You are responsible for protecting all Proprietary and Confidential Information and you cannot transfer them or sell the same to anyone at any time.

All of your managers and supervisors must sign a confidentiality agreement in which they promise to keep all of our proprietary information confidential and to follow our directions regarding its use.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS

You must either devote your full time and effort to managing and operating the Main Chick restaurant or delegate its management or operation to a trained manager, and must reserve and exercise ultimate authority and responsibility over operation and management. If you delegate management and operation to a manager, the manager must first successfully complete our initial training program before, or within thirty days after assuming the role of manager. If you are a corporation or other entity, each owner must personally guaranty the Agreement and the entity must designate a competent manager. We do not require the designated manager to be an equity owner of the franchised business. You must require each manager and employee to whom you disclose our Proprietary Information to sign a confidentiality agreement. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only products and services we approve. You must offer all required products and services under our Marks and following our System. You must obtain your supplies and equipment from suppliers we approve. We have sole discretion in determining what constitutes the Main Chick image. You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give you such approval.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether we, you or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement. There are no restrictions on our right to modify the types of goods and services you will offer that we determine should be offered at all Main Chick locations.

You may not use your Main Chick for any purposes other than the operation of the Main Chick in full compliance with the Franchise Agreement and Operations Manual, without our prior written approval. You must purchase, use and offer each of and only the types, brands and quality of products and services we designate.

You must operate your Main Chick all days and during the minimum hours we prescribe in the Operations Manual, unless local conditions, like terms of your lease, require different days/hours or you obtain our prior written consent. Your operations must comply with all laws, including, but not limited to, laws on packaging, labeling, health and sanitation, environmental waste, and the like. You must investigate these laws and ensure compliance.

Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases in our discretion. Granting an exception to another franchisee does not require us to grant you that *or* any exception. We may add to, modify or discontinue the approved list of menu items, ingredients, preparation processes, or other goods and services you must offer. We communicate changes by written bulletin or revisions to the Operations Manual. There is no limit on our right to impose these modifications. You will be given reasonable time (at least 30 days) after notice from us to implement changes and stop selling particular items which we delete from the approved list. You must require each manager and employee to whom you disclose our Proprietary Information to sign a confidentiality agreement. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Article 1	10 years.
b.	Renewal or extension of the term	Article 9	Renewal means: to sign and adhere to a new franchise agreement for another 10-year term which may contain terms and obligations materially different than your existing franchise agreement.
c.	Requirements for you to renew or extend	Article 9	Be in good standing, sign new agreement, update or replace equipment, retain location, give 6 months' notice and pay a renewal fee; and we must still be offering franchises.
d.	Termination by You	Article 15(d)	Any allowable cause pursuant to state law.
e.	Termination by Franchisor without cause	None	
f.	Termination by Franchisor with cause	Article 15	We may terminate only for cause. We may, in lieu of terminating your franchise, terminate your territorial rights and leave your franchise in full force and effect; however, terminating your territorial rights does not limit our rights thereafter to terminate your franchise for the same or a different cause.
g.	"Cause" defined--defaults which can be cured	Article 15	You have 72 hours to cure: failure to pay us or our affiliate; unauthorized assignment; temporary abandonment (even if unintentional); misuse of Marks; refusal to permit an audit; violation of any law or rule (including any health codes, rules or regulations); failure to use approved vendors; failure to have sufficient inventory; failure to have appropriately trained manager and employees; failure to failure to maintain insurance; failure to timely deliver estoppel certificate; You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined--defaults which cannot be cured	Article 15	Non-curable defaults: repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; failure to correct any health codes violation or regulations; premised gets shut down by government, or Landlord; conviction of a felony, unethical or dishonest business dealings; termination of any other agreement between you and us for cause.
i.	Your obligations on termination/nonrenewal	Articles 16 & 17	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to us; We have option to lease or assume lease for your location; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and We have option to purchase any part of your business assets. If we elect to assume your lease and to operate a Main Chick restaurant from your Location, we will purchase of assets (other than the trademarks or franchise license), for appraised value from independent appraiser; You must cooperate in a changeover procedure, in order to facilitate a smooth transition.
j.	Assignment of contract by Franchisor	Articles 12, 14 & 20	No restriction on our right to assign if our assignee assumes all of our obligations.
k.	"Transfer" by You--definition	Articles 11, 12, 13 & 14	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of your business, the location lease, or of any ownership interest in the Franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by franchisee	Articles 11, 12, 13 & 14	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for Franchisor's approval of transfer	Articles 11, 12, 13 & 14	You are current in all fees to us; You are not in material breach of the Agreement; You have paid all debts of your business; new Franchisee signs release of claims against us for representations You made; You sign a mutual termination and release of the Agreement; We receive transfer fee, new Franchisee signs the current form of Agreement, new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to your location lease, if applicable; and we receive 30 day right of first refusal. The fee to transfer to an entity with identical ownership is $500.
n.	Franchisor's right of first refusal to acquire your business	Article 12 & 17	We may match any offer for your business.
o.	Franchisor's option to purchase your business	Article 17	On termination, we may purchase any part of your business at the fair market value of the tangible personal property purchased.

	Provision	Section in Franchise Agreement	Summary
p.	Your death or disability	Articles 12 & 13	Your heirs or personal representative must, within 6 months, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Main Chick restaurant to a third party, subject to Article 13 of the Agreement. The same applies if You become disabled as defined in Article 14 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Article 16	No involvement in any competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Article 16	Subject to State laws, for 24 months, you must not compete with us within 20 miles of the boundaries of your Territory, or disclose any trade secrets.
s.	Modification of the agreement	Article 20	Only by written agreement; We may modify Operations Manual at any time.
t.	Integration/merger clause	Article 20	Only the terms of this Franchise Disclosure Document ad the Franchise Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 18	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, we ad you will settle all disputes by mandatory binding Arbitration.
v.	Choice of forum	Articles 18 & 20	Litigation or arbitration must be in the state of California.
w.	Choice of law	Article 20	The law of the state of California applies except as related to post term non-competition clause, then state where Franchisee is located applies.

ITEM 18.
PUBLIC FIGURES

We do not currently use any public figure to promote the Main Chick franchise.

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting MAIN CHICK LLC, 21512 Victory Blvd, Woodland Hills, CA 91367, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	2	3	+1
	2023	3	3	0
	2024	3	3	0
Company-Owned*	2022	6	6	0
	2023	6	6	0
	2024	6	7	+1
Total Outlets	2022	8	9	+1
	2023	9	9	0
	2024	9	10	+1

*Company owned outlets are owned by the Franchisor's affiliate(s). Our 9th company store opened in early 2025, and our 9th company to opened in mid 2025.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
TOTAL	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

Table 4
Status of Company-Owned Outlets
For Years 2022 to 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CA	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
	2024	6	2	0	1	0	7
TOTAL	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
	2024	6	2	0	1	0	7

*Affiliate owned 8th company store opened in early 2025 and 9th company owned to open in mid 2025

Table 5
Projected Openings As of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year (2025)	Projected New Company-Owned Outlet In The Next Fiscal Year (2025)
California	0	0	1
TOTALS	0	0	1

ITEM 21.
FINANCIAL STATEMENTS

ATTACHMENT A contains our Audited Financial Statements for periods ending December 31, 2024, December 31, 2023, and December 31, 2022.
Also attached is our unaudited Balance Sheet for January-May 2025, and our Profit and Loss statement as of May 30, 2025. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following are the contracts and agreements you may be asked to sign, that are included in this Franchise Disclosure Document:

Franchise Agreement-FDD Attachment B
Lease Conditional Assignment Agreement, Franchise Agreement, Exhibit E
Assignment of Telephone numbers, Franchise Agreement, Exhibit F
Personal Guarantee-Franchise Agreement, Exhibit G
Electronic Funds Transfer Authorization, Franchise Agreement, Exhibit H
General Release-FDD Attachment G

ITEM 23.
RECEIPT

There are two identical copies of the RECEIPT at the end of this Franchise Disclosure Document. Please remove one copy, sign and date it the day you received it, and return it to us, and keep the other copy for your records.

The remainder of this page is intentionally left blank.

MAIN CHICK®

FRANCHISE DISCLOSURE DOCUMENT

ATTACHMENTS

ATTACHMENT A	Financial Statements
ATTACHMENT B	Franchise Agreement with Exhibits
ATTACHMENT C	List of Current and Former Franchisees
ATTACHMENT D	Table of Contents for Manual
ATTACHMENT E	State Administrators and Agents for Service of Process
ATTACHMENT F	State Specific Addenda
ATTACHMENT G	General Release
ATTACHMENT H	Receipts

ATTACHMENT A

FINANCIAL STATEMENTS

Unaudited Profit and Loss statement for January-May 2025.
and
Unaudited Balance Sheet as of May 30, 2025

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

6:54 PM
06/13/25
Accrual Basis

MAIN CHICK LLC
Profit & Loss
January through May 2025

	Jan - May 25
Ordinary Income/Expense	
Income	
Royalty	114,766.94
Total Income	114,766.94
Gross Profit	114,766.94
Expense	
Automobile Expense	10,680.00
Legal and Accounting Fees	3,100.00
Taxes & Licenses	1,908.53
Total Expense	15,688.53
Net Ordinary Income	99,078.41
Net Income	**99,078.41**

Page 1

MAIN CHICK LLC
Balance Sheet
As of May 31, 2025

	May 31, 25
ASSETS	
Current Assets	
Checking/Savings	
General Checking Account-9795	276,878.07
Total Checking/Savings	276,878.07
Accounts Receivable	
Accounts Receivable	21,854.15
Total Accounts Receivable	21,854.15
Other Current Assets	
Suspense	-10,482.82
Total Other Current Assets	-10,482.82
Total Current Assets	288,249.40
TOTAL ASSETS	**288,249.40**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan Payable - Oi Chicks LLC	7,043.92
Total Other Current Liabilities	7,043.92
Total Current Liabilities	7,043.92
Total Liabilities	7,043.92
Equity	
Member 1 Draws	-480,000.00
Member 2 Draws	-268,220.00
Member 3 Draws	-7,661.00
Member 4 Draws	-7,661.00
Retained Earnings	945,669.07
Net Income	99,078.41
Total Equity	281,205.48
TOTAL LIABILITIES & EQUITY	**288,249.40**

Main Chick LLC

Comparative Financial Statements

With Supplementary Schedules

And

Independent Accountants' Audit Report

For the Years Ended December 31, 2022, December 31, 2023 & December 31, 2024

Main Chick LLC

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INDEPENDENT AUDITOR'S REPORT

To Management

Main Chick LLC,

Winnetka, CA

Opinion

We have audited the accompanying comparative financial statements of Main Chick LLC (a California partnership), which comprise the comparative balance sheets as of December 31, 2022, December 31, 2023 and December 31,2024, and the related statements of income, members' capital, and cash flows for the years then ended, and the related notes to the comparative financial statements.

In our opinion, the comparative financial statements referred to above present fairly, in all material respects, the comparative financial position of Main Chick LLC of December 31, 2022, December 31, 2023 and December 31,2024, and the results of its operations and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Comparative Financial Statements section of our report. We are required to be independent of Main Chick LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Comparative Financial Statements

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

In preparing the comparative financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Main Chick LLC's ability to continue as a going concern within one year after the date that the comparative financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Comparative Financial Statements

Our objectives are to obtain reasonable assurance about whether the comparative financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will

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always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the comparative financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the comparative financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the comparative financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Main Chick LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the comparative financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Main Chick LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

The supplementary information included in Schedule I is presented for purposes of additional analysis and is not a required part of the basic comparative financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the comparative financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic comparative financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Gautam Kumar, President, CPA

Canoga Park, CA

May 19, 2025

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Main Chick LLC
Comparative Balance Sheet
As of December 31, 2022, December 31, 2023 & December 31, 2024

ASSETS

	Dec'31, 22	Dec'31,23	Dec'31,24
Current Assets:			
Cash	$ 250,399	$ 92,853	$ 220,905
Accounts Receivable	100,121	25,121	29,835
Total Current Assets	350,520	117,974	250,740
Total Assets	**$ 350,520**	**$ 117,974**	**$ 250,740**

See accompanying notes and independent accountants' audit report

Main Chick LLC
Comparative Balance Sheet
As of December 31, 2022, December 31, 2023 & December 31, 2024

LIABILITIES AND MEMBERS' CAPITAL	**Dec'31, 22**	**Dec'31, 23**	**Dec'31, 24**
Current Liabilities:			
Short Term Loan- Oi Chicks, LLC	$ 17,180	$ 17,180	$ 17,180
Total Current Liabilities	17,180	17,180	17,180
Total Liabilities	17,180	17,180	17,180
Members' Capital			
Members' Capital	333,340	100,794	233,560
Total Members' Capital	333,340	100,794	233,560
Total Liabilities and Members' Capital	**$ 350,520**	**$ 117,974**	**$ 250,740**

See accompanying notes and independent accountants' audit report

Main Chick LLC
Comparative Statement of Income
For the Years Ended Dec' 31, 2022, Dec' 31, 2023, Dec'31, 2024

	Dec'31, 22	Dec'31, 23	Dec'31, 24
Revenues	$ 300,243	$ 315,032	$ 303,743
Gross Profit	300,243	315,032	303,743
Selling, General, and Administrative Expenses - See Schedule I	$ 2,258	$ 21,578	$ 70,977
Income (Loss) From Operations	297,985	293,454	232,766
Income (Loss) before Income Taxes	297,985	293,454	232,766
Net Income (Loss)	$ 297,985	$ 293,454	$ 232,766

See accompanying notes and independent accountants' audit report

Main Chick LLC
Comparative Statement of Members' Capital
For the Years Ended Dec' 31, 2022, Dec' 31, 2023, Dec'31, 2024

	Dec'31, 22	Dec'31, 23	Dec'31, 24
Beginning Members' Capital	$ 121,464	$ 333,340	$ 100,794
Net Income	297,985	293,454	232,766
Members' Distribution	(86,109)	(526,000)	(100,000)
Ending Members' Capital	$ 333,340	$ 100,794	$ 233,560

See accompanying notes and independent accountants' audit report

Main Chick LLC
Comparative Statement of Cash Flows
For the Years Ended Dec' 31, 2022, Dec' 31, 2023, Dec'31, 2024

	Dec'31, 22	Dec'31, 23	Dec'31, 24
Cash flows from operating activities:			
Net Income	$ 297,985	$ 293,454	$ 232,766
(Increase) decrease in assets:			
Accounts Receivable	(68,835)	75,000	(4,714)
Net cash provided (consumed) by operating activities	229,150	368,454	228,052
Cash flows from financing activities:			
Members' Contribution (Distribution)	(86,109)	(526,000)	(100,000)
Net cash provided (consumed) by financing activities	(86,109)	(526,000)	(100,000)
Net increase (decrease) in cash and equivalents	143,041	(157,546)	128,052
Cash and equivalents, beginning of year	107,358	250,399	92,853
Cash and equivalents, end of year	$ 250,399	$ 92,853	$ 220,905

See accompanying notes and independent accountants' audit report

Main Chick LLC
Notes to Financial Statements
For Years Ended Dec'31, 2022, Dec'31, 2023 & Dec'31, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies Main Chick LLC (the company) is presented to assist in the understanding of the financial statements. The financial statements and notes are representations of the company's management who is responsible for their integrity and objectivity. These accounting policies confirm to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Ownerships & Control

The company is owned by Eric De La Cruz and Paul King.

Nature of Operations

The principal line of business is to sell restaurant franchisees. The registration of the offer and sale of franchises with California Department of Financial Protection & Innovation has expired April 20, 2021.

The company was formed in February, 2020.

The primary physical location is 7270 Mulholland Drive, Los Angeles, California, at which all of the Company's operations are performed.

Subsequent Events

The company has evaluated subsequent events for recognition and disclosure through May 19, 2025, which is the date the financial statements were available to be issued.

Use of Estimates

The company prepared these financial statements using financial information available at the time of preparation, which requires management to make estimates and assumptions that affect the amounts reported. These estimates are based on management's best knowledge of current events and actions the Company may undertake in the future. Estimates are used for, among other items, useful lives for depreciation and amortization, future cash flows associated with impairment testing for goodwill, deferred tax assets, uncertain income tax positions and contingencies. Actual results may differ from the estimates and the differences may be material to the financial statements.

Main Chick LLC
Notes to Financial Statements
For Years Ended Dec'31, 2022, Dec'31, 2023 & Dec'31, 2024

Concentration of credit risk

The Company places its cash with high-credit-quality financial institutions. At times, cash may be in excess of the FDIC insurance limit.

Cash and Cash Equivalents

Management considers all highly liquid, short-term debt securities purchased with a maturity of one year or less to be cash equivalents. The carrying amount is assumed to be fair value because of the liquidity of these instruments.

Property and Equipment

Property and equipment are carried at cost. Depreciation is computed using straight-line method over the useful life of the assets. As of December 31, 2022, December 31, 2023 and December 31, 2024, there was no property and equipment to be reported.

Leases
As of December 31, 2022, December 31, 2023 and December 31, 2024, the company carried no operating leases, so ASC 842 adoption was not required.

Income Taxes

Main Chick LLC was formed as a partnership and was converted into S-Corp for income tax purposes. In lieu of income taxes, S-Corporation is a pass-through entity and shareholder of pass-through entity is taxed on their proportionate share of the company's taxable income. Therefore, no provision or liability for federal income taxes have been included in the financial statements.

Fair Value of Financial Instruments

Statement of Financial Accounting Standards No. 107 "Disclosure about Fair Value of Financial Instruments," requires that Main Chick LLC disclose estimated fair value for its financial instruments.

The following presents a description of the methodologies and assumptions used to determine such amounts.

a) Cash and Cash Equivalents

The carrying amount is assumed to be fair value because of the liquidity of these instruments.

b) Accounts Receivable, Accounts Payable, and Accrued Expenses (or other current assets and liabilities)

Fair value is considered to be equal to the carrying value of these financial instruments as they are generally short-term in nature and related amounts approximate fair value or are receivable or payable on demand.

Accounts Receivable primarily results from initial franchise fees, royalty fees and training fees charged to franchisees. The company records an accounts receivable for unearned revenue when revenue is recognized after invoicing. The company reports these receivables at net realizable value.

Revenue Recognition

ASC 606 (sub topic 952-606) identifies and account for performance obligations, as a Franchisor. This standard provides principles for recognizing revenue for the transfer of promised services to franchisees with the considerations to which the entity expects to be entitled in exchange for those services.

As of December 31,2022, December 31,2023 and December 31,2024, the company had recognized revenue including franchise and royalty fees from contracts with franchisees (customers).

2. ACCOUNTS RECEIVABLE

Accounts receivable consists of Royalty Fees receivable as of December 31, 2022, December 31, 2023 and December 31, 2024.

2. SHORT TERM LOAN- OI CHICKS, LLC

This is inter-company loan, so no interest is charged and no provision for interest is made on this loan.

2. RELATED PARTY TRANSACTIONS

There have been no material related party transactions for the years ended December 31,2022, December 31, 2023 and December 31, 2024.

6. SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 19, 2025, the date the financial statements were available to be issued. There are no material events that requires disclosure.

Main Chick LLC

Supplementary Schedules

Main Chick LLC
Schedule I - Selling, General, and Administrative Expenses
For the Years Ended Dec' 31, 2022, Dec' 31, 2023, Dec'31, 2024

	Dec'31, 22	Dec'31, 23	Dec'31, 24
Selling, General, and Administrative Expenses			
Accounting & Professional Fees	$ 1,200	$ 1,200	$ 1,500
Automobile Reimbursements	-	18,981	30,453
Office Expenses	-	1,050	50
Licenses & Permits	258	347	1,700
Taxes- State	800	-	6,274
Taxes- Pass-Through Entity- CA State	-	-	31,000
Total Selling, General, and Administrative Expenses	**$ 2,258**	**$ 21,578**	**$ 70,977**

See accompanying notes and independent accountants' audit report

ATTACHMENT B

FRANCHISE AGREEMENT

MAIN CHICK®

Franchise Agreement

MAIN CHICK FRANCHISE IDENTIFICATION ....

EXHIBITS

A. Location of MAIN CHICK Restaurant
B. Territory
C. Required Equipment
D. Items Subject To Specifications
E. Lease Conditional Assignment Agreement
F. Assignment of Telephone Numbers
G. Guarantee
H. Bank Authorization
I. Confidentiality Agreement

MAIN CHICK
Franchise Agreement

Franchise Agreement No.: ___________

DATED: ______________________(“Effective Date”)

BETWEEN: MAIN CHICK LLC (“Franchisor”)

AND:

_________________________________(“Franchisee”)

____

____

TERRITORY: SEE EXHIBIT B

RECITALS

WHEREAS Franchisor has developed a unique system for identifying, operating and marketing businesses offering and selling Main Chick Restaurants operating under the Marks and using the System (hereinafter the "System");

WHEREAS Franchisor owns the trade name "Main Chick" and related logos and marks and trade dress as more fully described in this Agreement (hereinafter the "Marks");

WHEREAS, as between Franchisor and Franchisee, Franchisor is the sole and exclusive owner of all goodwill associated with and to become associated with the Marks;

WHEREAS Franchisee desires to obtain a license for a "Main Chick" business (hereinafter sometimes referred to as " Main Chick Restaurant");

WHEREAS, Franchisor is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article 1 - License And System

1.01 Grant Of License.

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to one and operate one (1) Main Chick Restaurant using the System and Marks for a period of ten (10) years from and after the Effective Date of this Agreement, said Main Chick Restaurant to be located only at the location specified in Exhibit A hereto, or at such other location within the Territory as Franchisor may approve in writing. Franchisee, based upon Franchisee's own research and knowledge, shall select a location within 180 days after signing this Agreement and that location shall be accurately stated in Exhibit A. Notwithstanding anything herein to the contrary, if the **MAIN CHICK** Restaurant is to be located upon real property subject to a master lease under which Franchisor or a related company is the primary lessee, this Agreement shall terminate without further notice upon the earlier termination or expiration of the current term of any applicable master lease for the Premises. Franchisor is under no obligation to extend or exercise any option to extend any master lease. Franchisee shall not move Franchisee's **MAIN CHICK** Restaurant without Franchisor's prior written approval.

1.02 Location And Territory.

a. <u>Territory.</u> Except as specifically permitted by this Agreement, Franchisee's **MAIN CHICK** Restaurant shall be the only **MAIN CHICK** to operate within the geographical territory described in Exhibit B hereto (the "Territory"). Franchisor will not locate or open another **MAIN CHICK** Restaurant in the Territory, either company-owned or franchised, during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. However, there shall be no geographic restrictions upon where customers may come from for any **MAIN CHICK** Restaurant, company-owned or franchised. Franchisee shall not distribute or publish advertising or otherwise market outside Franchisee's territory except in compliance with this Agreement and the Manual.

b. <u>Exclusions from Territory.</u> The following, and any substantially similar locations, shall be excluded from Franchisee's **MAIN CHICK** Territory: Home shows, trade fairs, exhibitions and online product sales of related industry products.

1.03 MAIN CHICK Restaurant.

The term "**MAIN CHICK** Restaurant" means a business in which the Franchisee engages in the business of operating a **MAIN CHICK** Restaurant serving predominantly friend and hot chicken sandwiches and meals, side dishes, beverages and other approved menu items, to both sit down customers and to-go orders. Franchisee will operate under the Marks and using the System (hereinafter the "System"). Franchisor shall have the right to add or delete or change product offerings at any time and Franchisee agrees to comply with such changes.

1.04 System And Marks.

a. Franchisee agrees to operate the **MAIN CHICK** Restaurant only according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor's name, training, formulas, methods of operation, reputation, advertising, system and similar benefits pursuant to which the Franchisee operates the **MAIN CHICK** Restaurant. Franchisor's unique trade dress is part of the Marks.

b. Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name "**MAIN CHICK**". Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisor shall provide a store locator link on Franchisor's main website to Franchisee's location. Franchisee may not create a separate webpage without Franchisor's express consent.

c. Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor's maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises.

d. Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement. Franchisor will provide periodic consultation and advice concerning the operation of the **MAIN CHICK** Restaurant and to generally be of assistance.

e. Franchisee agrees to operate no other business whatsoever, including coin-operated devices, in or about the **MAIN CHICK** Restaurant or otherwise in connection with the System or Marks without first obtaining Franchisor's written approval; provided that, Franchisee may provide any service(s) or product(s) permitted according to the Manual. Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the telephone numbers and telephone listings and agrees to execute an Assignment of Telephone Numbers in the form of Exhibit F, attached.

1.05 Manual.

Franchisor agrees to loan to Franchisee during the term of this Agreement one or more operations manuals (the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to Franchisee. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's offices, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, fixtures, personnel or technology necessary to do so. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or nonrenewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent.

Article 2 - Franchise Fees And Advertising

2.01 Initial Fees.

The Initial Fee for the **MAIN CHICK** Franchise is **Thirty-Five Thousand Dollars ($35,000.00).** The Initial Fee shall be paid upon signing of Franchise Agreement. The Initial Fee is not refundable for any reason considered fully earned.

The Initial Training Fee is **Five Thousand Dollars ($5,000.00)** and is due in full upon signing your Franchise Agreement and is not refundable under any circumstances and considered fully earned.

2.02 Royalties.

Franchisee shall pay to Franchisor a monthly royalty in an amount equal to seven percent (7%) of Gross Revenues without setoff. The royalties are payable monthly by Electronic Funds Transfer. Funds must be in Franchisee's designated bank account in time so that Franchisor can obtain them on or before close of business on the 5th day of the following month, on which the Royalties are based. Franchisor may, upon thirty (30) days prior written notice require Franchisee to pay Royalties by check, pre-authorized check, electronic funds transfer or other mechanism or to pay on a different periodic basis. If Franchisee owns more than one **MAIN CHICK** franchise, Franchisee shall report and pay royalties for each franchise independently, unless otherwise directed by Franchisor.

2.03 Network Marketing Fee.

a. Once the Network Marketing Program is implemented, Franchisee shall pay to Franchisor a monthly Network Marketing Fee in the amount equal to two percent (2%) of Gross Revenues without setoff. Franchisor may reduce or discontinue the Network Marketing Fee at any time and may, thereafter, reinstate it upon a new thirty (30) days' Notice. Franchisee shall pay the Network Marketing Fee at the same time and in the same manner as Royalties. If Franchisee owns more than one **MAIN CHICK** franchise, Franchisee shall report and pay the Network Marketing Fee for each franchise independently, unless otherwise directed by Franchisor.

b. Franchisor may, in Franchisor's sole discretion, upon at least sixty (60) days prior written notice, increase the Network Marketing Fee up to a maximum of four percent (4%) of Gross Revenues.

c. Franchisor shall maintain all Network Marketing Fees collected, net of any taxes Franchisor is required to pay on account of having collected the National Marketing Fees, in one or more bank accounts separate from Franchisor's regular account(s). Franchisee authorizes Franchisor to commingle Franchisee's Network Marketing Fees with those paid by other Franchisees. Franchisor will provide an unaudited annual accounting to all Franchisees as to the aggregate amount of Network Marketing Fees collected and their use and application by general category, which accounting will generally be prepared within ninety days following the end of Franchisor's fiscal year. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law.

d. Franchisor shall use Network Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing and promotion for the benefit of Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program. Franchisor will attempt to benefit all of Franchisor's franchisees through the marketing program over all; however, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee or in proportion to their contribution. In making its marketing decisions, Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by Franchisor.

e. Franchisor shall have no duty to conduct any particular marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue.

2.04 Management Assistance.

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Territory, Franchisee shall pay Franchisor's usual fee for such extraordinary services, which shall be due and payable no later than the second date for payment of royalties following the date of the services. All such extraordinary services shall be arranged as provided in the Manual.

2.05 Gross Revenues.

The term "Gross Revenues" shall mean the full the price of all goods and services sold by Franchisee from or relating to the **MAIN CHICK** Restaurant, whether or not Franchisee has received cash or other consideration. The only items not included in Gross Revenues is taxes or fees Franchisee is required to collect on behalf of the government and which Franchisee actually remits. Gross Revenues are calculated at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration therefor.

2.06 Local and Cooperative Marketing.

Franchisee shall spend, on a monthly basis, not less than Five Hundred Dollars ($500.00) on local and cooperative marketing. Local and cooperative marketing expenditures shall be in addition to the

National Marketing Fees paid pursuant to paragraph 2.03. Franchisor may direct Franchisee to deposit some or all of its Local Marketing expenditures into a Local Marketing Cooperative.

a. Local Marketing. In addition to complying with any specific marketing requirements of Franchisor, Franchisee shall place and pay for such other marketing as Franchisee deems necessary and appropriate. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor copies of all marketing copy and media used. In the event Franchisor deems any advertisement or marketing technique to be not in compliance with this paragraph, Franchisee shall, immediately upon receipt of a written notice from Franchisor, cease using the subject advertisement or marketing technique and shall thereafter fully comply with this paragraph. If Franchisee violates this paragraph more than two times in any twelve month period, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written approval of copy and marketing technique for all or certain categories of marketing.

b. Regional Marketing Cooperative. If there are two or more **MAIN CHICK** franchisees in a marketing area, as determined by Franchisor, the franchisees shall form a Regional Marketing Cooperative and Franchisee shall participate in said cooperative and shall contribute such sums thereto as may be assessed by a majority vote of the cooperative. No Regional Marketing Cooperative shall make assessments, of more than 5% of Gross Revenues (Funds contributed to any local marketing cooperative shall be in addition to the National Marketing Fee paid pursuant to paragraph 2.03. Each Regional Marketing Cooperative shall be organized and operate as specified in the Manual.

2.07 Grand Opening.

Franchisee shall, within one month, after the date that Franchisee is open for business, publicize and conduct a grand opening consistent with Franchisor's guidelines. The grand opening shall be appropriate for Franchisee's territory, location, community, competitive environment and similar factors, and cost between $3500 and $6,000.

2.08 Rebates, Discounts and Allowances.

Franchisee authorizes Franchisor to collect all available rebates, discounts and allowances from vendors or others with whom Franchisee does business and will apply all such funds fin Franchisor's discretion.

2.09 Promotions

You are required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card program we institute.

2.10 Violation Fee (other than monetary)

Should Franchisee be in violation of any non-monetary provision of this Agreement and fail to cure such violation within the time frame specified by Franchisor, Franchisor may impose a $1,000 violation fee, per violation.

2.11 Late Payment/Interest/Dishonor Fee

Franchisor may impose a late payment fee of 5% the amount late. Franchisor may impose interest of 1% per month (subject to state laws). Franchisor may impose a $75 dishonor fee.

Article 3 - Reports And Audits

3.01 Records And Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. Franchisee shall, on a weekly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, copies of inspection reports, and weekly or monthly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time as may be required by applicable law

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further notice, to assess Royalties and National Marketing Fees for each relevant month and effect an electronic funds or other transfer of such funds calculated as the greater of (a) Franchisee’s average monthly Royalties and National Marketing Fees over the prior twelve months or (b) the average monthly Royalties and National Marketing Fees of all similar franchisees within Franchisee’s region as defined by Franchisor. Franchisee hereby authorizes Franchisee’s bank to make such transfers upon Franchisor’s request. No action taken under this sub-paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee’s liability to pay fees under this Agreement.

3.03 Audits And Inspections.

Franchisor shall have the right, at any time, to enter the Premises (either physically or electronically) for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, Franchisee shall immediately pay to Franchisor the additional amount of royalties and other fees payable on account of the underreporting, plus interest thereon at the rate of one and one-half percent (1-1/2%) per month, but not more than the maximum interest allowed by applicable law. If an audit or inspection reveals that Franchisee has underreported Gross Revenues by two (2%) percent or more for any month, then Franchisee shall also pay, immediately, the cost of the audit or inspection. Should Franchisee at any time cause an audit to be made of Franchisee's **MAIN CHICK** Restaurant, Franchisee shall cause a copy of the report of said audit to be delivered to Franchisor without any cost or expense to Franchisor.

3.04 Contact With Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Territory or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

Article 4 - Training

4.01 Initial Training.

As a condition subsequent to this Agreement, Franchisee and Franchisee's designated manager, if applicable, shall successfully complete Franchisor's initial training program. The initial training program will be approximately 50 hours in length and shall be conducted at such location(s) as Franchisor specifies. The initial training may be conducted, in whole or in part, in an existing **MAIN CHICK** Restaurant owned by Franchisor, an affiliate of Franchisor or another franchisee. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. After the initial training, Franchisor will be available for such reasonable consultation as Franchisor deems appropriate. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If Franchisee and Franchisee's designated manager, if applicable, do not satisfactorily complete the initial training program, Franchisor may terminate this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the initial training program is grounds for termination of this Agreement.

4.02 Manager Training.

At all times, Franchisee or Franchisee's manager in charge of managing the **MAIN CHICK** Restaurant shall be an individual who has successfully completed Franchisor's manager training program and who otherwise meets Franchisor's manager criteria. Any new manager shall successfully complete Franchisor's manager training program within 60 days after assuming the role of manager for a cost of $3,000 after the first 2 people have been trained. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of trainees.

4.03 Employee Training.

At all times, Franchisee shall employ only persons who have successfully completed Franchisor’s training program. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

4.04 Subsequent Training.

Franchisor may require Franchisee and Franchisee's manager and employees to complete additional training at a location determined in Franchisor's sole discretion. Franchisee shall pay Franchisor's current fee for such mandatory training. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. If Franchisee requests specific additional training on site, Franchisee will pay the current daily rate of $300.

4.05 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials. Franchisee agrees that all such materials are Trade Secrets pursuant to this Agreement. Franchisee agrees to require all of its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.06 No Warranty of Success.

Franchisor’s determination that Franchisee or Franchisee’s employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the **MAIN CHICK** Restaurant or any aspect thereof.

Article 5 - Proprietary Information-Confidentiality

Franchisee will have access during the course of this Agreement to proprietary information that is the property of Franchisor that is Confidential (“Confidential Information”). Confidential Information includes, but is not limited to, the System, the Manual, **MAIN CHICK** Restaurant layout, design, décor and color schemes, menu items, teas and other products for sale, marketing materials, tea industry information, suppliers, vendors, ordering processes, inventory control, pricing guidelines, serving methods and formulas, recipes, and processes and policies, the Training, and other programs, techniques and policies as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Confidential Information or any information regarding any Confidential Information or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Confidential Information whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Confidential Information only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this article. Franchisee shall cause every manager and every employee who has access to Confidential Information to sign a Confidentiality and Nondisclosure Agreement in the form prescribed by Franchisor, the current form of which is Exhibit I hereto.

Article 6 - Pre-Opening Obligations

6.01 Location And Lease.

a. Franchisee shall be solely responsible for selecting the location for the **MAIN CHICK** Restaurant that complies with the Manual (hereinafter "the Premises"). Franchisee, within 180 days after signing this Agreement, shall select a location, subject to Franchisor's approval. Franchisor will attempt to provide to Franchisee guidelines for selecting a location, and regarding the proposed location. Such information is provided by Franchisor without warranty as to its accuracy or completeness or otherwise. Franchisor has no special expertise in such matters. Franchisee shall not sign a lease, sub-lease or other obligation until after Franchisee has received Franchisor's approval of the location and lease or sub-lease in writing, which approval shall be deemed to have been given if Franchisor has not notified Franchisee within ten (10) business days following Franchisor's receipt from Franchisee of a copy of the proposed lease or sub-lease and such other information about the proposed Premises as Franchisor may require. Approval of the location or the lease or sub-lease by Franchisor does not constitute a representation or warranty by Franchisor that the location will be successful and does not constitute a legal or other opinion as to any term of the lease or sub-lease. Franchisor may, in Franchisor's discretion, condition approval upon execution of the Lease Conditional Transfer Agreement by Franchisee and Franchisee's landlord in the form of Exhibit E, attached. If Franchisee fails to select an approved location within 180 days, Franchisor shall have the option of terminating this Agreement. Franchisee acknowledges and agrees that failure to select an approved location within 180 days is cause for Termination of this Agreement with no refund of fees paid. Notwithstanding Franchisor's right to terminate for failure to select an approved location within 180 days, Franchisor will reasonably extend the selection period if Franchisee has made best efforts to select a location and for valid reasons has been unsuccessful.

b. If Franchisee requests Franchisor to send a person to Franchisee's Territory to assist in identifying, selecting or negotiating the terms of a lease or purchase of or otherwise in connection with Franchisee's selection of a location, upon Franchisor's request, Franchisee shall arrange for appropriate transportation, hotels and meals and reasonable expenses not to exceed the current per diem rate for federal employees all at Franchisee's expense. Except for the per diem allowance, Franchisee shall pay such expenses directly to the transportation and other providers.

c. In some instances, Franchisor may have already entered into a master lease for the location. In such event, Franchisee shall execute a sublease or Transfer agreement, as appropriate, subject to the same terms and conditions as the master lease. The sublease or Transfer may provide that Franchisee shall pay rent and other obligations directly to the master landlord.

6.02 Specifications.

Franchisor will provide Franchisee specifications on the design and operations, layout, tenant improvement guidelines and décor specifications, where applicable. Franchisee's **MAIN CHICK** Restaurant shall operate only from approved location. Franchisee understands and agrees that, although all **MAIN CHICK** Restaurants will follow a consistent theme, the details of their design may differ slightly from location to location, based upon location requirements, landlord requests, and unique features of the community. Franchisee shall be obligated to update the design of Franchisee's MAIN CHICK Restaurant at Franchisee's expense upon the earlier of renewal or relocation or every 5 years.

*6.03 Appearance Of **MAIN CHICK** Restaurant.*

Franchisee acknowledges that not every MAIN CHICK Restaurant will have identical decor, color schemes and layout. Franchisee agrees to accept Franchisor's subjective evaluation as to what would keep the location and MAIN CHICK Restaurant in compliance with Franchisor's standards. Franchisee agrees, at Franchisee's sole cost and expense, to maintain the MAIN CHICK Restaurant, including, but not limited to equipment, displays, fixtures, and interior and exterior decor in accordance Franchisor's standards upon relocation or renewal of the term of this Agreement.

6.04 Required Equipment

Franchisee shall acquire install and use, at Franchisee's sole expense the Required Equipment and POS system. The current list of Required Equipment is contained in Exhibit C or the Operations Manual. Franchisee understands that the specific list of Required Equipment may be different for Franchisee's MAIN CHICK Restaurant than for other franchisees or company-owned MAIN CHICK Restaurants on account of differences in the locations, lease terms, demographics or otherwise and that Franchisor shall have the right to modify the list of Required Equipment in the Manual or otherwise in writing. All Required Equipment shall meet or exceed Franchisor's specifications. Franchisee shall purchase the Required Equipment only from vendors approved by Franchisor.

Article 7 - Operation of MAIN CHICK Restaurant

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the MAIN CHICK Restaurant is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the MAIN CHICK Restaurant is independently owned and operated in such form as Franchisor may specify.

7.02 Personal Participation.

Throughout the term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the **MAIN CHICK** Restaurant or delegate its management to a responsible person. Notwithstanding any delegation of authority hereunder, Franchisee shall exercise ultimate authority and responsibility with respect to the operation and management of the **MAIN CHICK**

Restaurant. If Franchisee employs a manager to run the day to day operations, the manager is required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities, at Franchisee's sole cost and expense (except for Franchisee's first manager for whom Franchisor will train at no additional charge to Franchisee; but Franchisee shall be solely responsible for all travel and living costs of trainees).

7.03 Retail Prices.

Franchisor may recommend prices and pricing strategies for products and services. Franchisee is not obligated to follow such price recommendations and is otherwise solely responsible for establishing franchisee's own retail prices at such levels as franchisee deems appropriate.

7.04 Compliance With Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the MAIN CHICK Restaurant. Franchisee is solely responsible for strictly complying with each and every law, ordinance and regulation applicable to the **MAIN CHICK** Restaurant, including, but not limited to, licensing, health, safety, environmental, consumer and labor regulations. Franchisee shall timely pay all applicable taxes as they come due, but may challenge the amount or applicability thereof; provided, that Franchisee hereby agrees to indemnify, hold harmless and defend Franchisor from any and all liabilities for taxes based upon Franchisee's operations.

7.05 Franchisee Business Operation.

a. The System. Franchisee understands and acknowledges that every detail of the System and of the operation of the **MAIN CHICK** Restaurant is important to Franchisee, Franchisor and other **MAIN CHICK** franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for goods and services sold by Franchisor and all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Franchisee acknowledges that Franchisor may change any parts of the System in Franchisor's sole discretion and Franchisee must promptly implement any new programs, products for sale, menu items, processes, equipment, layouts, colors and look of the restaurant and any other aspect of the System including any implementing new fees for new or upgraded services or costs for other changes in the system.

b. Compliance with Manual. Franchisee shall operate the **MAIN CHICK** Restaurant in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to insure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment and software required by Franchisor for operation of the **MAIN CHICK** Restaurant. Franchisee shall offer all of the goods and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason. Franchisee shall assure that all telephone calls are answered live in compliance with the Manual.

c. Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the **MAIN CHICK** Restaurant whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

d. Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the **MAIN CHICK** Restaurant or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

e. <u>Maintenance.</u> Franchisee shall, at Franchisee's sole cost and expense, maintain the location, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct. Franchisee shall maintain all landscaping and other outside areas of the premises in an attractive and clean condition.

f. <u>Refurbishing.</u> Upon relocation or renewal of the term of this Agreement, or every 5 years, whichever is earlier. Franchisee shall update the **MAIN CHICK** Restaurant at Franchisee's sole expense, to conform to the design, trade dress, color schemes and presentation of the Marks consistent with Franchisor's then-current image, including, without limitation, such internal changes and redecoration and such modifications to existing equipment as may be necessary in Franchisor's sole judgment.

g. <u>Advisory Committees.</u> Franchisee may participate, at Franchisee’s sole expense, in local, regional and national franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.06 Restrictions On Sources Of Products And Services.

a. <u>Specifications.</u> As to all equipment, fixtures, supplies, other food items and inventory (“Items”) necessary to operate the **MAIN CHICK** Restaurant, except as otherwise specified herein, Franchisee must purchase them from only required vendors that must meet Franchisor’s specifications, if any. The current list of Items subject to specifications is included as Exhibit D. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

b. <u>Items Bearing Marks and Proprietary Items.</u> Franchisee shall purchase only from an approved vendor all Items used to start or operate the MAIN CHICK Restaurant that contain or bear the Marks or that are proprietary to Franchisor. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the MAIN CHICK Restaurant.

c. <u>Other Suppliers.</u> Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier request the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor’s proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within thirty days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

d. <u>Unspecified Products.</u> Franchisee may obtain any Item used in the MAIN CHICK Restaurant that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the Item is consistent with Franchisor’s image. Should Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

e. <u>Inventory.</u> Franchisee shall, purchase all inventory from an approved vendor, and must at all times, maintain a sufficient inventory of ingredients for the menu items, and other approved products for sale so that the **MAIN CHICK** Restaurant can operate at maximum capacity.

f. Training and Other Services. Certain services may be available to Franchisee only through Franchisor or an affiliate, including mandatory training. Franchisee will be required to pay the current price for any of these services, unless otherwise provided in this Agreement.

g. Proprietary Items. Proprietary Items are Items that contain one or more unique characteristics or ingredients which are either not known to the general public or which are subject to protection as intellectual property or Trade Secrets, and can include packaging, trademarks or containers. Patented or patentable Items are Proprietary Items. Franchisor or its Affiliate(s) may develop Proprietary Items. Franchisor or an Affiliate will (i) manufacture, supply and sell Proprietary Items to franchisees of Franchisor, and/or (ii) disclose the formulae for and methods of preparation of the Proprietary Items to one or more supplier(s) who will be authorized by Franchisor to manufacture Proprietary Items to Franchisor's precise specifications and sell Proprietary Items to franchisees of Franchisor and/or (iii) license Franchisee to use them pursuant to this Agreement. If required, Franchisee shall purchase and use Proprietary Items from Franchisor or from supplier(s) so authorized by Franchisor. Franchisor or its Affiliate(s) will derive revenue and profits from Franchisee's purchases of any Proprietary Items. Franchisor or its Affiliate(s) may distribute Proprietary Items through alternative channels of distribution, including near Franchisee's location.

h. Proprietary Software. We do not have any proprietary software at this time but reserve the right to create, and implement such software into the system and if we do you must purchase and implement it. We cannot predict the costs of any such proprietary software but do not anticipate it would be more than $1000 initially. We may in the future require you to purchase and install and use any upgraded POS system or computer hardware and software. If we do require any upgraded systems we do not anticipate it to cost more than $4000 initially but we cannot predict the future needs of the business.

i. Accountant/bookkeeper. Before you open for business you must engage an approved professional accountant or bookkeeper to manage the financial information of your **MAIN CHICK,** and must maintain an approved accountant or bookkeeper for the term of the franchise agreement.

7.07 Minimum Hours.

Franchisee shall keep the **MAIN CHICK** Restaurant open to the public every day of the year except Christmas, unless otherwise specified by Franchisor or agreed in writing by Franchisor or unless required by law or by a lease approved pursuant to this Agreement. The normal hours of operation shall be from 10AM a.m. to 10PM or 11pm every day, subject to seasonal adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause. The dates and hours of operation may not be the same for all **MAIN CHICK** Restaurants or all franchisees, even in the same general area, because of local conditions. Franchisee shall have not less than ten business days to adjust to any increase in the minimum hours required by Franchisor for Franchisee's location.

7.08 Signs.

Franchisee agrees to obtain, install and maintain on the **MAIN CHICK** Restaurant and on certain vehicles used in the **MAIN CHICK** Restaurant, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's prior written approval.

7.09 Computer System.

Franchisee shall purchase specified computer hardware and software ("Computer System") for use in operation of the **MAIN CHICK** Restaurant as required by Franchisor. In addition, Franchisee may be required, from time to time, to purchase replacement hardware or software or software upgrades, all of which Franchisee shall install and use as required by Franchisor, including, without limitation, point of sale and communications software and hardware. If required, Franchisee will install and maintain and use, at Franchisee's expense, a dedicated telephone or other data line or transmission facility as specified by Franchisor. Franchisee may obtain a Computer System and related components and services from any source as long as the equipment, software and service meets or exceeds Franchisor's specifications. Franchisee shall be solely responsible for maintenance, repair and replacement of the Computer System. Without limiting the applicability of this paragraph, Franchisee shall, at all times, use and maintain the software as required by Franchisor. Franchisee shall not block or attempt to block or limit Franchisor's access, including electronically, to any data or programs contained on Franchisee's Computer System and Franchisee shall maintain information relating to the **MAIN CHICK** Restaurant only on the Computer System(s) to which Franchisor has access.

7.10 Communications Equipment and Systems.

Franchisee shall purchase and use in the **MAIN CHICK** Restaurant communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required, but Franchisor will not require replacement more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor in communicating with Franchisor and other franchisees relating to the **MAIN CHICK** Restaurant. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Franchisee acknowledges that the provisions of this paragraph 7.10 are reasonable and necessary and beneficial to the **MAIN CHICK** franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.11 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended or permitted pursuant to this Agreement.

7.12 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other **MAIN CHICK** franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.13 This section has been intentionally left blank.

7.14 Marketing.

Franchisee shall, at all times, comply with the Manual in all advertising, including, but not limited to using exclusively Franchisor's toll free number when required. Franchisee shall not use television, radio or Internet advertising unless in full compliance with the Manual.

7.15 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including inventions, methods, products, ideas, formulas, research results, equipment, and otherwise, that Franchisee develops or has any role in developing that relate to the **MAIN CHICK** Restaurant. Franchisee shall immediately disclose any and all such new developments to Franchisor and shall execute any documents necessary, in Franchisor's opinion, to consummate the transfer of all ownership rights therein. The mutual covenants of this Agreement are sufficient consideration for such transfers. Franchisor shall not, otherwise, be required to compensate Franchisee for such new developments.

7.16 Staffing

Franchisee shall, at all times, have sufficient minimum staffing as recommended in the Manual, which should be at least one business manager and two **MAIN CHICK** employees. Franchisee is responsible for all hiring and training of all personnel, however Franchisor will train Franchisee's personnel upon request and at the current cost. Franchisees employees are in no way to be considered employees of Franchisor for any purposes. Franchisee is responsible for all monitoring and all decisions concerning hiring and firing, disciplining and additional training of all its employees.

Article 8 - Indemnity And Insurance

8.01 Indemnity.

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, employees, landlords and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees or agents in connection with the performance or breach of any obligation under this Agreement.

8.02 Insurance.

Franchisee shall purchase and maintain, at Franchisee's expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. Franchise shall purchase and maintain professional liability (errors and omissions) insurance with coverage of at least $1,000,000 per occurrence/$2,000,000 annual aggregate. Franchisee shall purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Franchisor or with a state agency. Franchisee shall provide Franchisor with one or more certificates of insurance evidencing such coverage's and naming Franchisor as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage's under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Franchisor. Upon request by Franchisor, Franchisee shall provide Franchisor with a true copy of any insurance policy, including all endorsements. Every insurance policy of Franchisee required by this Agreement shall provide that coverage is primary/non-contributory. Every insurance policy shall be with an insurance company that meets Franchisor's criteria as set forth in the Manual.

Article 9 - Renewal

9.01 Conditions Of Renewal.

Franchisee will be permitted to renew Franchisee's Franchise Agreement only upon the following terms and conditions:

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last three years for which Franchisor gave written notice(s) of breach, which notice(s) were not withdrawn by Franchisor;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

c. Franchisee shall pay a renewal fee of Twenty-Five Thousand Dollars ($25,000), payable in full at the time of execution of the Franchise Agreement referred to above;

d. Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of royalties and National Marketing Fees or entirely new categories of fees or mandatory expense;

e. Franchisee must maintain possession of the location identified in Exhibit A for the renewal term or obtain substitute premises approved by Franchisor;

f. Franchisee, at Franchisee's sole cost and expense, shall remodel or refurbish the **MAIN CHICK** Restaurant and otherwise modernize and renovate the **MAIN CHICK** Restaurant, signs and equipment to be consistent with the then current image of the System and to meet Franchisor’s then current specifications;

g. Franchisee shall give written Notice to Franchisor at least six (6) months, but not more than twelve (12) months, prior to the end of the term of this Agreement of Franchisee's desire to renew; and

h. Franchisee must not, during the preceding term, have engaged in any business dealings in relation with the **MAIN CHICK** Restaurant or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another franchisee.

Article 10 - Continuation

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the **MAIN CHICK** Restaurant or occupy the location with the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written notice or (b) such shorter notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period.

Article 11 - Entity Franchisee

11.01 Entity Definition.

An “Entity” is any form of business organization except for a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

11.02 Founding Document Restriction.

If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee’s interest under this Agreement or any interest in the **MAIN CHICK** Restaurant to an Entity, the founding document(s) of the Entity must provide as follows:

> This [insert type of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of the [insert type of Entity] or of any owner of the [insert type of entity] under the **MAIN CHICK** Franchise Agreement dated _____________, _____. Any such agreement or undertaking is void.

11.03 Liability Of Owner(s).

Every owner of an equity or other interest in any Entity franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity franchisees) shall personally guaranty this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

11.04 Restriction On Certificates Of Ownership.

Each and every document, if any, issued by any Entity franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

> Ownership of this [insert type of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the **MAIN CHICK** Franchise Agreement dated ____________, ____. Any other transfer or attempted transfer is void.

11.05 Additional Requirements Of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. An Entity Franchisee shall, at all times, have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring compliance by the Entity with all of the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee or agent of an Entity Franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

Article 12 - Transfer

12.01 Prior Consent.

Franchisee shall not transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Transfer" in whole or in part this Agreement, the Franchisee, the **MAIN CHICK** Restaurant, the majority of assets of the MAIN CHICK Restaurant or the leasehold of the **MAIN CHICK** Restaurant or represent to any person that such an Transfer has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the term "Transfer" shall include any Transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of entity. Any attempted Transfer without Franchisor's prior written consent shall be void and a breach of this Agreement.

12.02 Conditions Of Transfer.

As preconditions for obtaining Franchisor's consent to any Transfer, the following terms and conditions must be met:

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

c. Franchisee must have paid in full all debts in connection with the **MAIN CHICK** Restaurant;

d. The Transferee must have agreed to assume all of the obligations of the **MAIN CHICK** Restaurant;

e. The Transferee must execute a disclosure form containing a waiver and release of any claim against Franchisor for any amount(s) paid to, or representation(s) made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

f. Franchisee must execute, at Franchisor's option, a mutual termination of this Agreement and a general release, and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the Transferee in form specified by Franchisor.

g. The Transferee must pay to Franchisor a Transfer Fee of twenty-five thousand dollars ($25,000), and execute, at Franchisor's option, the then current form of Franchise Agreement;

h. The Transferee must, in the sole opinion of Franchisor, successfully complete the then current initial training program at the Transferee's sole cost and expense;

i. The Transferee must have met the then current standards of Franchisor for experience, financial strength, reputation and character required of new or renewal Franchisees;

j. The Transferee must obtain such approvals as may be required to assume occupancy and possession and the continuing obligations relating to the lease or possession of the location, unless a new location has been approved in writing by Franchisor; and

k. Franchisor must have been given at least thirty (30) business days written first right of refusal by Franchisee, upon the same terms as those agreed upon by Franchisee with any proposed Transferee; provided, however, Franchisor may substitute cash of equivalent value for any non-cash term. In the event Franchisor waives or fails to exercise its right of first refusal, if Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

12.03 Transfer To An Entity.

Notwithstanding the foregoing, if Franchisee is an individual, Franchisee may Transfer this Agreement to an Entity, as defined in Article 11, formed or authorized to do business under the laws of the state where the **MAIN CHICK** Restaurant is located, which is wholly owned by Franchisee; provided that the individual Franchisee shall first provide written notice of the Transfer to Franchisor and shall personally guarantee the performance of this Agreement. If Franchisee is an Entity, Franchisee may Transfer this Agreement to another Entity, formed or authorized to do business under the laws of the state where the **MAIN CHICK** Restaurant is located, of the same or different form, which has exactly the same ownership, including percentages of ownership as Franchisee; provided that each of the individual equity or other owners of the new Entity shall personally guarantee the performance of the Agreement. The personal guarantee shall be in the form of Exhibit G hereto. No Transfer under this paragraph shall change or limit the liability of any person or entity under this Agreement. Franchisee shall pay to Franchisor a processing fee of five hundred dollars ($500.00) for such Transfer pursuant to this paragraph 12.03.

12.04 Approval Process.

Franchisor may use its own discretion in approving or rejecting prospective transferees in the same manner as if it was approving or rejecting any other new prospective franchisee, taking into consideration such factors as their financial ability, character, business reputation, experience and capability to conduct the type of business involved. The approval of one Transfer does not obligate Franchisor to approve any other or subsequent Transfer. If Franchisee is an Entity, notwithstanding any statute or agreement to the contrary, the addition, withdrawal or expulsion of any equity or other owner or the transfer, encumbrance or Transfer of any equity or ownership or control interest of any equity or other owner or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Transfer.

12.05 Transfer By Franchisor.

There shall be no restriction upon Franchisor's right to encumber, or Transfer this Agreement or the System. Following such a Transfer, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the Transferee agrees to assume all of Franchisor's liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 21.05, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of Franchisor, including any subfranchisor and perform for such transferee the same as for Franchisor.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or entity for any purpose. Any attempted or purported sublicense shall be void.

Article 13 - Death Or Incapacity

13.01 Alternatives Upon Death Or Incapacity.

Subject to state law, in the event of the death or incapacity of an individual franchisee, or of any individual equity or other owner of an Entity franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within One Hundred eighty (180) days of such event:

a. Apply to Franchisor for the right to continue to operate the franchise and the **MAIN CHICK Restaurant** for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

b. Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the One Hundred eighty (180) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the One Hundred eighty (180) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.02 Effect Of Failure To Comply.

In the event of the death or incapacity of an individual franchisee, or any owner of an equity or other interest in an Entity franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 17 and 18.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the **MAIN CHICK** Restaurant on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity franchisee has an incapacity. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the MAIN CHICK Restaurant is located, with each party selecting one (1) physician, and the two (2) physicians so designated selecting the third physician. The determination of the majority of the three (3) physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

Article 14 - Successors And Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

Article 15 - Termination

Franchisor may terminate this Agreement as follows:

a. Franchisor may terminate this Agreement upon at least thirty (30) days' notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

b. Notwithstanding the above, Franchisor may terminate this Agreement immediately and without opportunity to cure for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and cure period pursuant to other provisions of this Agreement:

i. Upon three (3) willful and material breaches of the same term of this Agreement occurring within a twelve (12)-month period;

ii. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;

iii. Franchisee violates or attempts to violate any of the Transfer provisions of this Agreement;

iv. Franchisee vacates, deserts, or otherwise abandons the **MAIN CHICK** Restaurant for more than 3 consecutive days, not a planned closing (whether or not Franchisee intends to abandon);

v. Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;

vi. Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;

vii. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the **MAIN CHICK** Restaurant (including any health codes, rules or regulations) or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the **MAIN CHICK** Restaurant;

viii. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;

ix. Franchisee fails to operate the **MAIN CHICK** Restaurant under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;

x. Franchisee engages in any business dealings in relation with the Franchise, the **MAIN CHICK** Restaurant or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other franchisee or the Franchisor;

xi. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to paragraph 20.05;

xii. Franchisee fails to maintain insurance or workers compensation coverage; or

xiii. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause.

c. Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, revocation of Franchisee's Territorial rights, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

d. Franchisee may terminate for any cause allowable by state law.

Article 16 - Competition With Franchisor

16.01 Competing Business Activities During Term.

During the term of this Agreement, Franchisee shall not engage, directly or indirectly, either personally or as an employee, partner, member, manager, franchisor, franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under "**MAIN CHICK** Restaurant" herein or which is or would directly or indirectly compete with the **MAIN CHICK** Restaurant or otherwise with the business of Franchisor or with any other franchisee of Franchisor. This prohibition includes, but is not limited to, any business operating a **MAIN CHICK** Restaurant. Franchisee shall not operate any other business from the location. Franchisee shall not use nor permit to be used any Confidential Information of Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with Franchisee.

16.02 Competing Business Activities After Term.

a. Franchisee covenants and agrees that, for a period of twenty-four (24) months following the effective date of any termination, expiration or non-renewal ("the Termination Date"), Franchisee will not, individually or together with another, directly or indirectly, on its own behalf or on behalf of or through any other person, sole proprietorship, or Entity, do any of the following:

i. Compete with Franchisor or any franchisee of Franchisor within a twenty (20) mile radius of the boundary of Franchisee's designated Territory, as it existed immediately before the Termination Date, in the operation of any business which sells Crispy Chicken and Hot Chicken sandwiches and meals, for more than 20% of its business or in the franchising of the same.

ii. Interfere with the relationships between Franchisor and any customers, franchisees, vendors, and/or patrons of Franchisor or of any franchisee of Franchisor.

b. Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, disclose or cause or permit to be disclosed, sell, give or otherwise transfer to any party other than Franchisor, any of Franchisor's Confidential Information or Trade Secrets, or any part thereof;

c. Franchisee acknowledges and agrees that, except as otherwise provided by state law to the contrary, the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its franchisees. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, a court or arbitrator may "blue-line" modify any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants.

d. It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

e. For purposes of this Agreement, all references to Franchisor shall be deemed to include: (i) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (ii) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (iii) any subfranchisor or other Transferee of Franchisor.

f. Franchisee agrees that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 16 by Franchisee and therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 16, Franchisor shall be entitled to liquidated damages in an amount calculated by multiplying the amount of gross revenues generated by Franchisee or a third party that benefited from the violation during the period of breach and multiplying it by 1.5. Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

g. Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorneys fees and costs incurred therein in addition to any and all other remedies.

h. Nothing in this Article 16 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other franchisee or former franchisee. Nothing in this Article 16 shall entitle Franchisee to take any action to enforce this or any other covenant against competition against any other franchisee or former franchisee.

i. The terms of this Article 16 shall survive the termination or expiration of this Agreement for any reason.

Article 17 - Effect Of Termination

17.01 Loss Of Rights.

After the Termination Date, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other **MAIN CHICK** franchisee as of the Termination Date shall become immediately due and payable. As between the parties hereto, whether or not a Lease Conditional Assignment Agreement has been signed, Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to assume the lease for the location of the **MAIN CHICK** Restaurant. If Franchisor elects to assume the lease, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or it's designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the location, Franchisee agrees that Franchisor shall have the option to lease the location at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the Termination Date.

17.02 Change Of Identity.

After the Termination Date, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the location from its former appearance and from other **MAIN CHICK** franchisees. If Franchisee fails to make such changes within ten (10) calendar days, then Franchisor shall have the right to enter upon the location, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. Franchisee shall immediately return to Franchisor the Manual, all Confidential Information, bulletins, instruction sheets, software, forms, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

17.03 Changeover Procedure.

Upon termination of this Agreement, either by expiration, non-renewal, or otherwise, if Franchisor or Franchisor's designee has indicated its intention to assume Franchisee's lease for the location and to operate an **MAIN CHICK** business from that location, the parties agree to cooperate in the changeover of the **MAIN CHICK** Restaurant to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. In such case, the parties shall: notify the landlord of the change of tenancy pursuant to the Lease Conditional Assignment Agreement or otherwise and Franchisor shall be entitled to take control of the location, including by changing the locks; terminate vendor accounts at Franchisor's option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not participate in the inventory, Franchisor's inventory shall be presumed accurate and complete); Franchisor shall have the right to use Franchisee's equipment, furniture, fixtures and related items for up to sixty (60) days and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee's agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor's designee; Franchisor or it's designee shall be entitled to all Gross Revenues received after the date of termination. No action taken pursuant to this paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

17.04 Continuing Royalties.

Franchisor shall be entitled to receive royalties on all Gross Revenues received or receivable by Franchisee as of the Termination Date. All such royalties shall be due and payable on the Termination Date.

17.05 Option To Purchase Certain Assets.

Franchisor shall have and is hereby granted an exclusive option for a period of sixty (60) days from and after the Termination Date, to purchase from Franchisee all of Franchisee's right, title and interest in all or any part of the franchise, Franchisee's **MAIN CHICK** Restaurant and business assets and/or the location, if applicable, at the fair market value, except as otherwise specifically provided herein, of all assets purchased, but excluding any value for purported "goodwill". Franchisee acknowledges that Franchisor already owns the "goodwill" which is attached to the Marks and the **MAIN CHICK** Restaurant. Franchisor's notice exercising the option granted herein shall contain a list, at least by major category, of the assets Franchisor is purchasing. Franchisor shall not be obligated to assume any liabilities of Franchisee.

17.06 Payment And Terms.

Franchisor shall pay to Franchisee all sums due pursuant to this Article, and any other sums required by this Agreement or by law, over a period of sixty months, or such shorter period as Franchisor, in its sole discretion, shall elect, with interest thereon at the prime interest rate as published by Bank of America or its successor, if applicable, determined as of the end of the calendar quarter immediately preceding the Termination Date.

17.07 Survival Of Terms.

The terms of this Article 17 shall survive the termination, non-renewal or expiration of this Agreement for any reason.

Article 18 - Arbitration of Disputes.

18.01 Agreement to Arbitrate.

Except as provided below, any controversy or claim or dispute between the parties hereto or between any party hereto and any related affiliate, officers and where applicable, company owners, arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Article shall be governed by the Federal Arbitration Act. Any arbitration shall be before a single arbitrator versed in franchise, licensing or contract law, and shall take place in **Los Angeles County, Calinfornia**. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated (other than a related affiliate of the parties, their officers and owners. The prevailing party shall be awarded all costs fees, arbitrators compensation and attorneys' fees, from the losing party.

18.02 Conduct of Arbitration.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor.

18.03 Limited Exceptions to Arbitration.

The requirements of paragraphs 18.01 and 18.02, shall not be required, in Franchisor's discretion, for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or the covenant against competition. Such actions and claims are not required to be submitted to arbitration. Any such actions and claims may be brought in the State or federal courts in **Los Angeles Superior Courts, California.** Any counterclaims to such actions and claims are submitted to arbitration and shall be subject to paragraphs 18.01 and 18.02.

Article 19 - Representations Of Franchisee

19.01 Representations

Franchisee represents and warrants as follows:

a. Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

b. Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

c. Franchisee intends to be actively involved in the **MAIN CHICK** Restaurant for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

d. Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

Article 20 - Miscellaneous Provisions

20.01 Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

20.02 Attorneys' Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by paragraph 19, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorneys' fees and costs, including expert fees and fees on appeal.

20.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

20.04 Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

20.05 Estoppel Certificate

In the event that Franchisor is considering Transferring or encumbrancing this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other matter upon which certification is requested by Franchisor or a prospective Transferee or encumbrancer. Franchisor may rely upon any certificate given pursuant to this sub-paragraph as may any prospective purchaser or encumbrancer of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-paragraph shall be a material breach of this Agreement.

20.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

20.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to “Franchisee” shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

20.08 No Third Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

20.09 Choice Of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the state of California except for claims involving Article 16, which shall be governed by the state in which the **MAIN CHICK** Restaurant is located.

20.10 Notices.

All notices required or permitted by this Agreement ("Notice” or “Notices") shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile or electronic mail, (b) two (2) days following deposit with the United States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee.

20.11 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded.

20.12 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

20.13 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the MAIN CHICK Restaurant is located.

20.14 Time Of Essence.

Time is of the essence of this Agreement.

Article 21 - Business Risk.

Franchisee has been informed by Franchisor, that the business venture contemplated by this Agreement involves business risks.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: ______________________ [effective date]	Date signed: ______________________________
FRANCHISOR: MAIN CHICK LLC	**FRANCHISEE:**
By ______________________________________ Eric De La Cruz, Member	____ Franchisee
	____ Franchisee

EXHIBIT A

to

Franchise Agreement

Location of MAIN CHICK

The location of Franchisee's MAIN CHICK Restaurant is:

Street Address: ____

City: ____

State: ____

EXHIBIT B

to

Franchise Agreement

Franchisee's designated Territory shall be defined as:
A 5 MILE RADIUS FROM FRANCHISEES LOCATION

Map(s): Please see attached map(s) if applicable.

EXHIBIT C

to

Franchise Agreement

Required Equipment including Kitchen Small Wares

The required equipment for the MAIN CHICK Restaurant will vary depending on the size of the location; the specific required package will be determined once you obtain your location, in accordance with the Operations Manual requirements. All equipment must comply with the specifications published in the Manual.

Kitchen Small Wares:

Variety of dishes, glassware, utensils, pans, bowls, cooking implements, etc.

Specific list of items to be included in the Operations Manual or Training materials.

EXHIBIT D

to

Franchise Agreement

Categories of Required Opening Inventory

Food Items;
meats, dairy, frozen, and pantry items, condiments, beverages, canned and bottled.

Supplies: cleaners, paper products, various bags, boxes, and disposable containers.

Specific items and quantities will be provided in the Operations Manual or training materials.

EXHIBIT E

to

Franchise Agreement

Lease Conditional Assignment Agreement

This Rider is attached to and is part of that certain Lease, by and between: ________________ __________________Lessor) and ________________________________ (Lessee) dated _____ ____________ for the premises located at: ____

A. **CONDITIONAL ASSIGNMENT:** Lessee hereby conditionally Assigns all of the Lessee's right, title and interest in this lease to **MAIN CHICK LLC** (hereinafter, "Franchisor"). This Assignment shall become effective only upon occurrence of both of the following conditions:

I. Termination of the **MAIN CHICK** Franchise Agreement between Franchisor and Lessee as Franchisee for the operation of a **MAIN CHICK** franchise within the leased premises, and

2. Exercise by Franchisor of its option to assume the obligations of and to replace Lessee as the lessee under this lease as provided in the said Franchise Agreement within fifteen (15) days after termination of said Franchise Agreement.

B. **Lessor** hereby consents to the said conditional Assignment and hereby agrees that if said conditional Assignment becomes effective, Franchisor shall thereafter be substituted for Lessee as the Lessee in this lease, Lessee shall be relieved of all liability accruing under this lease after the effective date of the Assignment and Franchisor shall have the right to re-assign this lease to a new Franchisee of Franchisor without the prior consent of Lessor. In the event of such re-assignment, Franchisor shall be relieved of all liability accruing under this lease after the date of said re-Assignment.

C. **Lessee** agrees that at such time as Franchisor exercises its option to become the Lessee under this lease, Lessee will immediately vacate the demised premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and Lessor will permit Franchisor to enter upon and take possession of the demised premises. Lessor will cooperate in all legal action necessary to remove lessee if lessee refuses to vacate premises.

D. **Lessor** is hereby authorized and directed to rely solely upon written notice by Franchisor of the termination of the **MAIN CHICK** Franchise Agreement and exercise by Franchisor of its option to become the Lessee under this lease and is hereby relieved of any and all liability to Lessee for any action it takes in so relying.

E. **DEFAULT BY LESSEE:** Lessor agrees to give Franchisor thirty (30) days prior written notice of its intention to reenter and repossess the premises and to cancel the lease on account of Lessee's default of any of the terms, conditions or provisions thereof. During the thirty (30) day period Franchisor may cure such default or otherwise exercise its rights under the conditional Assignment.

F. **OPTION TO RENEW:** In the event that Lessee fails to exercise any option which he might have under the lease to renew same prior to the expiration thereof, Lessor agrees to notify Franchisor in writing of lessee's failure to renew the lease and Franchisor shall then have fifteen (15) days from the receipt of such notice to exercise any option to renew and replace Lessee as the lessee under the lease.

Dated: ______________________[effective date]

Date signed: ______________________________

MAIN CHICK LLC
(Franchisor/Assignee)

By ____________________________________
Eric De La Cruz, Member

LESSOR:
____

By: ____________________________________

Its: ____________________________________

FRANCHISEE

____
Franchisee

____
Franchisee

EXHIBIT F

to

Franchise Agreement

Assignment of Telephone Numbers

______________________________ Franchisee/Assignor, in consideration of **MAIN CHICK LLC** Franchisor/Assignee granting an **MAIN CHICK** franchise contemporaneously herewith, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby Assigns to **MAIN CHICK LLC** all telephone numbers and listings utilized or to be utilized by Franchisee/Assignor in the operation of his **MAIN CHICK** Restaurant. The Assignee hereby assumes the performance of all of the Terms, Covenants, and Conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers and telephone listings with the same force and effect as if Assignee had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. This Assignment is valid on the effective date and is irrevocable. It applies equally to any numbers first used after the effective date. The telephone company is authorized to rely upon this Assignment at any time that it is delivered to the telephone company by Franchisor/Assignee. Assignee and Assignor each agree to hold harmless and indemnify the telephone company from any claims based upon the telephone company's reliance upon this Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this Assignment.

Dated: ________________________[effective date]

Date signed: ______________________________

MAIN CHICK LLC
(Franchisor/Assignee)

By ____
Eric De La Cruz, Member

FRANCHISEE
(Assignor)

____
Franchisee

____
Franchisee

Subject telephone number(s):
(to be filled in):

____

____

EXHIBIT G

to

Franchise Agreement

Personal Guaranty

IN CONSIDERATION of and to induce the consent by **MAIN CHICK LLC**, a **California** limited liability company ("Franchisor") to the Assignment of all right, title, and interest in and to the **MAIN CHICK LLC** Franchise Agreement dated ______________________________________ to ____, a ___________________ [Type of Entity and State of organization] ("Franchisee"), [or alternatively, in consideration of and to induce Franchisor's consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1.01 Payment Of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorneys fees paid or incurred by Franchisor or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty; and

1.02 Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the **MAIN CHICK** Franchise Agreement described above. This is a continuing Guaranty which shall apply to the Franchise Agreement and any subsequent renewals, extensions, amendments or modifications thereof, and such renewals, extensions, amendments or modifications shall be conclusively presumed to be covered by this Guaranty without further notice to or acceptance by the undersigned.

2.01 Execution And Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor's rights against the Franchisee until the Franchisee's liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in **California**, or such other location as Franchisor may designate in writing.

3.01 Rights Of Company

Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

3.01.01 change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

3.01.02 exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

3.01.03 settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

3.01.04 apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non revocable, except with the express written consent of Franchisor.

4.02 Joint And Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

4.03 Successors And Assigns.

This Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors, and Assigns of Franchisor and of the undersigned.

4.04 Noncompetition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

4.05 Bankruptcy Or Insolvency Of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an Assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable.

WITNESS our hands at ____________________________, on this the _______ day of _______________, 20__.

______________________________	______________________________
[SIGNATURE]	[SIGNATURE]
_______% owner of Franchisee	_______% owner of Franchisee
______________________________	______________________________
[SIGNATURE]	[SIGNATURE]
_______% owner of Franchisee	_______% owner of Franchisee

EXHIBIT H

to

Franchise Agreement

<u>AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO MAIN CHICK LLC INCLUDING CHECKS AND ELECTRONIC TRANSFERS</u>

Depositor hereby authorizes and requests__________________(the "Bank") to initiate debit and credit entries to Depositor's account indicated below drawn by and payable to the order of **MAIN CHICK LLC** (the "Company") in checks drawn on such account payable to the Company or by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Bank's rights with respect to each such charge shall be the same as if it were a check drawn by the Bank and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever.

Bank Name: ____

Bank Address:____

Transit/ABA Number:____

Account Number:____

This authority is to remain in full force and effect until the Company has received written notification from the depositor of its termination in such time and in such manner to afford the Company and Bank a responsible opportunity to act on such request.

Store Address: ____

Name of Depositor:___________________________(Please print Franchisee name)

____
Date Signed

____
Signature of Depositor

____
Signature of Depositor (in case more than 1 depositor)

PLEASE ATTACH ONE VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS.

EXHIBIT I

to

Franchise Agreement

Confidentiality Agreement FORM

(For Franchisee's Employees)

This Agreement is made and entered into by and between ____, (hereinafter, "the Employer") and ____ , (hereinafter, "Employee").

WHEREAS, Employer is engaged in the business of offering and selling goods and services in connection with an **MAIN CHICK** restaurant under the Marks and using the System, pursuant to a franchise agreement with **MAIN CHICK LLC** (herein, "**MAIN CHICK Restaurant ");** and

WHEREAS, Employer has a need for a manager or key employee for the **MAIN CHICK Restaurant**; and

WHEREAS, Employee is willing and able to become a manager or key employee for the **MAIN CHICK Restaurant**;

WHEREAS, Employer is willing to hire Employee or to promote Employee to the position of manager or key employee of the **MAIN CHICK Restaurant**, but only upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

. Employment.

Employer agrees to employ Employee as _________________________, and to pay compensation as follows:
____
____
____
____
____
____
____.

. Confidential Information

Employee agrees that all of the information provided to Employee by Employer in the course of employment relating to the **MAIN CHICK Restaurant**, its operation, management, policies, relationship with its Franchisor, identity of is customers, members and vendors, pricing structures and formulas, product mix, and similar information, constitutes trade secrets. Employee acknowledges that such information has been received only from Employer and that it is not generally available to the public and that it derives independent economic value from not being widely known. Employee acknowledges and agrees that certain items or information to be made available may not, if analyzed in isolation, be trade secrets; however, unless Employer specifically agrees otherwise in writing, all such items and information, when placed in the context of those things which are Confidential Information if analyzed in isolation, become and are part of the trade secrets and are subject to this

Agreement. Employee further acknowledges that should the information be misappropriated or transferred to any third party, the Employer and Employer's Franchisor would suffer irreparable harm. Confidential Information does not include information on public record or readily available from a third party without consent by Employer.

. Employer Owns All Incidents

Employer shall be entitled to all of the benefits, profits and other issues arising from or incident to all work, services, and advice of Employee relating to the Confidential Information or arising out of discussions with Employer regarding same, and in any way communicated to Employer or becoming known to Employer during or after the term of employment.

. Nondisclosure

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any information regarding any trade secret(s) or any proprietary information of Employer. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Employer's MAIN CHICK Restaurant and goodwill. Should Employee, at any time, cease to be an employee of Employer, Employee shall immediately return to the Employer the originals and all copies of all documents or other media containing or representing trade secrets. Breach of any of the terms of this paragraph shall be a material breach of this Agreement. The terms of this paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any trade secrets in violation of this Agreement.

. Remedies

Employee agrees that, in the event of alleged breach, Employer shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Employer for such relief shall be ten dollars ($10.00). Employee waives any right to a higher bond. Employee agrees that any action taken by Employer pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Employer shall be entitled to a judgment against Employee for the greater of (a) Employer's actual damages (if provable under the circumstances) or (b) liquidated damages calculated as Employee's average monthly gross compensation for the last six months (or portion thereof) for which Employee was employed by Employer, multiplied by the number of months during which Employee was in breach of this Agreement. The parties mutually agree that the liquidated damages agreed herein are not a penalty, but are a best good faith effort to estimate what Employer's actual damages would be in the event of a breach under circumstances where actual damages may, because of facts known at that time, not be readily susceptible of accurate calculation.

. Enforcement By Franchisor

Both Employer and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but also of the Employer's Franchisor, **MAIN CHICK LLC,** Employer and Employee each agree that **MAIN CHICK LLC** shall have the same right to enforce this Agreement as Employer has; provided only that as between Employer and **MAIN CHICK LLC**, they shall be entitled to only one recovery of damages or liquidated damages.

. Effectiveness

This Agreement shall become effective when signed and shall be enforceable at any time thereafter.

.. Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

.. Attorneys Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorney's fees and costs.

.. Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

.. Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

.. Paragraph Headings.

The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

.. Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs.

.. Choice Of Law.

This Agreement shall be governed by and construed under the laws of the state in which the **MAIN CHICK Restaurant** Is located.

.. Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of notice may be modified by appropriate registered or certified mailing to the other party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

.. Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

.. Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Employer. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Employer.

Date: ______________________________________

EMPLOYER	**EMPLOYEE**
	______________________________________ Signature
By ___________________________________	
___________________, its ____________	Address: ______________________________
Address: ______________________________	______________________________________
______________________________________	Phone: ________________________________
______________________________________	

FRANCHISE DISCLOSURE DOCUMENT

Attachment C

List of Franchisees as of June 15, 2025

FRANCHISEES:

<u>CALIFORNIA</u>

Fromar LLC
4705 Clairemont Drive
San Diego, CA 92117
PH (858) 352 6312

Marlan LLC
5175 Linda Vista Rd. #106
San Diego CA 92110
PH (619)230-5206

Fromar LLC
2675 Gateway Rd,
Carlsbad, CA 92009
PH (442) 244 0647

Company Owned: (Owned by Affiliate):

<u>CALIFORNIA</u>

20 E. Union St. #130,
Pasadena CA 91103
PH (626) 660-9204

11419 Santa Monica Blvd. #1,
Los Angeles, CA 90020
PH (310) 502-0682

6614 Atlantic Ave.,
Long Beach, CA 90805
PH (562) 423-1211

375 N. Western Ave.,
Los Angeles, CA 90004
PH (213) 733-6144

19500 Plumber St., Unit B3
Northridge, CA 91324
PH (818) 482-4012

21512 Victory Blvd.,
Woodland Hills, CA 91367
PH (818) 429-5169

401 Lincoln Blvd., #K5,
Venice, CA 90291
Ph (424) 626-8991

18742 Soledad Canyon Rd,
Santa Clarita, CA 91351
Phone 661-666-1228

15030 Ventura Blvd #21,
Sherman Oaks, CA 91403
Phone 747-356-3306 – *Open Est. Jul/Aug 2025*

FORMER FRANCHISEES
(Past fiscal year, or who have not communicated with Franchisor within past 10 weeks):

NONE

FRANCHISE DISCLOSURE DOCUMENT

Attachment D

OPERATIONS MANUAL TABLE OF CONTENTS

MAIN CHICK®

OPERATIONS MANUAL

TABLE OF CONTENTS

FRANCHISE DISCLOSURE DOCUMENT

Attachment E

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Financial
Protection and Innovation
651 Bannon Street,
Ste 300
Sacramento, CA 95811
(866)275-2677
(916)327-7585

Agent: California Commissioner of
Financial Protection and Innovation

HAWAII

Securities Examiner
1010 Richards
Street
Honolulu, Hawaii 96813

Agent: Director of Hawaii
Department of Commerce and
Consumer Affairs

ILLINOIS

Franchise Division
Office of Attorney
General 500 South
Second Street
Springfield, Illinois 62706

Agent: Illinois Attorney
General

MARYLAND

Office of the Attorney
General Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

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

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of
Attorney General
670 Law Building
Lansing, Michigan 48913

Agent: Michigan Department of
Commerce Corporations and Securities
Bureau

MINNESOTA

Minnesota Department of
Commerce 85 7th Place East,
Suite 500
St. Paul, Minnesota 55101-

Agent: Minnesota Commissioner of
Commerce

INDIANA

Franchise Section
Indiana Securities
Division Room E--111
302 West Washington
Street Indianapolis,
Indiana 46204

Agent: Indiana Secretary of State
Indiana Securities Division 201
State House
Indianapolis, IN 46204

NEW YORK

Bureau of Investor Protection and
Securities
New York State Department of Law
23rd Floor
120Broadway
New York, New York 10271

Agent:

New York Secretary of State
99 Washington Ave
Albany, NY 12231

NORTH DAKOTA

Office of Securities
Commissioner Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505

Agent: North Dakota Securities
Commissioner

OREGON

Department of Insurance and
Finance Corporate Securities
Section
Labor and Industries Building
Salem, Oregon 97310

NEBRASKA

Nebraska Department of Banking and
Finance 1200 N Street

P.O. Box 95006
Lincoln, Nebraska 68509-5006

SOUTH DAKOTA

Division of
Securities c/o 118
West Capitol
Pierre, South Dakota
57501 (605) 773---4013

Agent: Director of South Dakota
Division Securities

TEXAS

Secretary of State
P.O. Box 12887 Austin,
Texas 78711

VIRGINIA

Agent: Director of Oregon Department of
Insurance and Finance

State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

Agent: Clerk of the State
Corporation Commission

RHODE ISLAND

Division of
Securities Suite 232
233 Richmond Street
Providence, Rhode Island
02903

Agent: Director of Rhode Island
Department of Business Regulation

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison Wisconsin 53703

Agent: Wisconsin Commissioner of
Securities

WASHINGTON

Director
Department of Financial
Institutions Securities Division
P.O. Box 9033
Olympia, Washington 98507

Agent: Securities Administrator, Director
of Department of Financial Institutions

FRANCHISE DISCLOSURE DOCUMENT

Attachment F

State Specific Addenda

California Addendum to FDD and Franchise Agreement

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.

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

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

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

The Franchise Agreement contains a covenant not to compete that continues after the termination of the franchise. This provision may not be enforceable under California law.

Under both the California Franchise Relations Act and the Franchise Investment Law, a provision in a Franchise Agreement that requires you to waive your rights under either or both of these laws is void. Any release of claims that the franchisor asks you to sign will specifically exclude claims under these franchise laws.

Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a special disclosure document before soliciting a proposed material modification of an existing franchise.

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

The franchise agreement requires binding arbitration. The arbitration will occur at Los Angeles County, and the arbitrators have the discretion to assess the costs of arbitration, including reasonable arbitrators' and attorneys' fees in proportions as the arbitrators may determine. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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).

OUR WEBSITE AND WEBSITE ADDRESS **WWW.EATMAINCHICK.COM** 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.

THE CALIFORNIA FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE 31119) provides:

(a) It is unlawful to sell any franchise in this state that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, 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.

(b) nothing in this division shall be construed to prevent a franchisor from providing copies of the franchise disclosure documents to prospective franchisees through electronic means pursuant to any requirements or conditions that may be imposed by rule or order of the commissioner.

Corporations Code Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy, provides:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, Any provision of a franchise agreement, franchise disclosure document, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

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.

Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

Franchisor:	Franchisee:
____________________	____________________
By: __________________	By: __________________
Date: _________________	Date: _________________

Illinois

Many states have status concerning the relationship between franchisor and franchisee. These statutes deal with such matters as renewal and termination of franchises. Provisions of this sort will prevail over inconsistent terms in a franchise agreement. Illinois has such a statute (915 ILCS 705/19 and 705/20).

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

The Franchise Agreement includes a choice of law clause designating another state's law as the governing law. Under Illinois law, a Franchise Agreement may not provide for a choice of law of any state other than Illinois. Accordingly, Item 17 w. is amended to state "none" under the heading for "Summary." The Franchise Agreement is amended to omit Section XXV.

The Franchise Agreement requires franchisee to sign a release of claims as a condition for transfer or renewal of the franchise. Under the law of Illinois, any provision that purports to bind a person acquiring a franchise to waive compliance with the franchise disclosure law of Illinois is void. Accordingly, insofar as the Franchise Agreement requires franchisee to waive franchisee's rights under the Illinois franchise law, these requirements are deleted from the Franchise Agreement. This provision will not prevent the franchisor from requiring franchisee to sign a release of claims as part of a negotiated settlement of a dispute.

Maryland

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

The Franchise Agreement says that franchisor may require franchisee to sign a release of claims, other than claims that may not be waived in advance under applicable law, as a condition of renewal or transfer of your franchise. Under Maryland law, the release will not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Under the Franchise Agreement, franchisee must disclaim the occurrence and/or acknowledge the non-occurance of acts that might constitute a violation of the Maryland franchise law. These representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the franchise is granted.

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:

(a) A prohibition on the right of a franchisee to join an association of franchises.

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to 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 (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.

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

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

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

Failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

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

A FRANCHISE SHALL NOT BE SOLD IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST TEN (10) BUSINESS DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR AT LEAST TEN (10) BUSINESS DAYS BEFORE THE RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE STATEMENT DESCRIBED IN THIS STATUTE.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:
Consumer Protection Division
Attn: Marilyn
McEwen 670 Law
Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Minnesota, with costs being borne by the non----prevailing party. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

The Franchise Agreement requires application of the laws of a state other than Minnesota. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

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

The Franchise Agreement requires you to sign a release of claims as a condition of renewing or transferring a franchise. Minnesota Rule Part 2860.4400J prohibits franchisor from requiring franchisee to sign a release of claims arising under the Minnesota Franchise Law. Therefore, any release we require you to sign will exclude claims arising under the Minnesota Franchise Law.

The Franchise Agreement provides that franchisor is entitled to a temporary injunction or decree of specific performance. The Franchise Agreement is amended to provide that we are entitled to seek a temporary injunction or decree of specific performance if we can demonstrate to a court of competent jurisdiction that there is substantial likelihood of franchisee's breach or threatened breach of any of the terms of the Franchise Agreement, not that franchisor is necessarily entitled to obtain this relief.

Under Minnesota law, any claim arising under §80C may be brought within three years after the cause of action accrues. The Franchise Agreement is amended to provide for a three----year period within which to bring any Minnesota claims.

New York

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH FRANCHISEE ABOUT ITEMS COVERED IN THIS PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

Except as stated in Item 3 of this Disclosure Document, neither the franchisor, its predecessor or predecessors nor any person or sales agent identified in Item 2 of this Disclosure Document: (i) has pending any administrative, criminal, or material civil action (or a significant number of civil actions irrespective of materiality) alleging a felony, violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (ii) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (iii) is subject to any injunctive or restrictive order or decree relating to franchises or under Federal or State franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

Neither the franchisor, its affiliate, its predecessor, officers, nor general partner during the 10---year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The introduction to Item 17 is amended to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

The Summary column of Item 17d is amended to read: “You may terminate upon any grounds permitted by law.”

The Summary column of Item 17j is amended to read: “We may assign only to a financially responsible assignee that we reasonably believe is capable of performing its obligations under the franchise agreement and which expressly assumes these obligations in writing.”

The Summary column in Item 17w is amended to add the following: “The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.”

North Dakota

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 17c is revised to omit any requirement that a general release be signed as a condition of renewal.

Item 17r is amended to add the following: “To the extent that covenants not to compete apply to periods after the term of the franchise, they are generally considered unenforceable in the State of North Dakota.”

Item 17u is amended to omit any reference to the location or mediation or arbitration.

Item 17w is amended to state “None.”

Rhode Island

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor.

To the extent required by § 19---28.1---14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

South Dakota

The Franchise Agreement includes a covenant not to compete after termination of the franchise. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law. The Franchise Agreement provides for arbitration in a state other than South Dakota. Under South Dakota law, arbitration must be conducted at a mutually agreed upon site in accordance with §11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchise Agreement designates the law of a state other than South Dakota as the governing law, except that trademark issues are to be under the Landham Act. Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but contractual and all other matters will be subject to application, construction, enforcement and interpretation under the governing law specified by the Franchise Agreement.

Under South Dakota law, any provision in a Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and Franchise Agreement must afford a franchisee thirty (30) days written notice with an opportunity to cur the default prior to termination. Under SDL any condition, stipulation or provision purporting to waive compliance with any provision of this chapter, or any rule or order is void.

An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

Washington

The State of Washington has a statute, RCW 19.100.180, that may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of the franchise.

In Washington, provisions of the Franchise Agreement which unreasonably limit the statute of limitations or remedies under the Washington Franchise Investment Act, such as the right to jury trial, may not be enforceable.

The Franchise Agreement requires application of the laws of a state other than Washington. If there is a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chap. 19.100 RCW, will prevail.

The Franchise Agreement requires franchisee to sign a release of claims as a condition of renewing or transferring the franchise. A release or waiver of rights signed by a franchise owner may not include rights under the Washington Franchise Investment Protection Act.

Under Washington law, transfer fees may be collected only to the extent that they reflect the franchisor's reasonable estimated or actual costs in connection with the transfer.

FRANCHISE DISCLOSURE DOCUMENT

Attachment G

General Release

This General Release ("Release") is made and entered into on this _____day of ________________, 20____by and between **MAIN CHICK LLC** ("Franchisor") and ________________________________("Franchisee") with regard to the following Recitals.

RECITALS

WHEREAS, Franchisor and Franchisee are parties to an **MAIN CHICK** Franchise Agreement (the "Franchise Agreement") dated___________________, 20______, granting Franchisee the right to operate an **MAIN CHICK** business under Franchisor's proprietary marks and system at the following location: ________________________________;

WHEREAS, Franchisee is requesting Franchisor's consent to a transfer, or requesting a renewal term or requesting Franchisor's consent to ____; and Franchisor is willing to grant such consent in consideration for Franchisee signing this Release.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasors"), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasees"), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors.

The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release.

Franchisee hereby waives the provisions of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

And any other similar provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

MAIN CHICK LLC	**FRANCHISEE**
By: ______________________	______________________
Eric De La Cruz, Member	______________________

State Effective Dates

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

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

State	Effective Date
California	

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.

FRANCHISE DISCLOSURE DOCUMENT

Attachment H

Receipts

Item 23

RECEIPT

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

If MAIN CHICK LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. (New York requires the franchisor to provide the franchisee a disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that related to the franchise relationship.)

If MAIN CHICK LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state agencies listed in Attachment E. MAIN CHICK LLC authorizes the respective Agents identified on Attachment E to receive service of process for us in the particular state.

The Franchisor is
MAIN CHICK LLC: 21512 Victory Blvd, Woodland Hills, CA 91367 PH 818-921-2592

The franchise sellers involved in offering and selling the franchise to you are:

Paul King 21512 Victory Blvd, Woodland Hills, CA 91367 PH 818-921-2592
Eric De La Cruz 21512 Victory Blvd, Woodland Hills, CA 91367 PH 818-857-9483

I have received a Franchise Disclosure Document, Issued May 19, 2025. This disclosure document includes the following Attachments:

ATTACHMENT A	Financial Statements
ATTACHMENT B	Franchise Agreement with Exhibits
ATTACHMENT C	List of Current and Former Franchisees
ATTACHMENT D	Table of Contents for Manual
ATTACHMENT E	State Administrators and Agents for Service of Process
ATTACHMENT F	State Specific Addenda
ATTACHMENT G	General Release
ATTACHMENT H	Receipts

Dated:___________________ Franchisee:_____________________

Dated:___________________ Franchisee:_____________________

KEEP THIS COPY FOR YOUR RECORDS

Item 23

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

If MAIN CHICK LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. (New York requires the franchisor to provide the franchisee a disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that related to the franchise relationship.)

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ATTACHMENT H	Receipts

Dated:___________________ Franchisee:_____________________

Dated:___________________ Franchisee:_____________________

RETURN THIS COPY TO:

MAIN CHICK LLC 21512 Victory Blvd, Woodland Hills, CA 91367