FRANCHISE DISCLOSURE DOCUMENT

OFC Franchising LLC,
a Minnesota limited liability company
5100 West 36th Street, Unit #16043
Minneapolis, MN 55416
Phone: 612-314-5995
www.officialfriedchicken.com
info@officialfriedchicken.com

The franchise offered is for the right to operate an Official Fried Chicken Restaurant franchised fast-casual restaurant business featuring bone-in fried chicken, chicken tenders and wings with our proprietary spices and related food and drink and more using the Official Fried Chicken Restaurant System.

The total investment necessary to begin operation of an Official Fried Chicken Restaurant franchise (including Non-Traditional Restaurants) is $394,500 to $858,500. This includes $41,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of an Area Development Business for 3 to 5 outlets is $434,500 to $938,500. This includes $81,000 to $121,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416, info@officialfriedchicken.com, and 612-314-5995.

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

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

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

Issued: May 21, 2026.

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 Exhibits F-1 and F-2.
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 discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E 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 Official Fried Chicken Restaurant 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 is it like to be an Official Fried Chicken Restaurant franchisee?	Item 20 or Exhibits F-1 and F-2 list 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 or you own.

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

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

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

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

Some States Require Registration

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

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

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 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 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 Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, P.O. Box 30215, Lansing, Michigan 48909 (517) 373-7117.

Special Risk(s) 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 us by mediation, arbitration and/or litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with us in Minnesota than in your own state.

2. **Short Operating History**. We are at an early stage of development and have a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition**. The Franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the Franchisor's financial ability to provide services and support to you.

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

TABLE OF CONTENTS

EXHIBITS:

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we”, “us”, “our” or “Official Fried Chicken Restaurant” means OFC Franchising LLC, the franchisor of this offering. “You” or “your” means the person who is the franchisee and includes your owners if you are a corporation or other business entity.

Franchisor, Parents and Predecessors

OFC Franchising LLC is a Minnesota limited liability company that was organized on December 11, 2025. We do business as Official Fried Chicken Restaurant. Our principal business address is 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416. We have no predecessor or parent.

Other than as stated above, we are not in any other business, we have not conducted business in any other line of business, and we have not offered or sold franchises in any other line of business.

Our Affiliates/Licensees

OFC I, LLC is a Minnesota limited liability company that was organized on May 17, 2021. OFC I, LLC has operated a business similar to the business offered in this Disclosure Document at Target Field, home of the Minnesota Twin, in Minneapolis, MN since April 2022. Our affiliate does not offer franchises in any line of business or provide products or services to our franchisees.

Official Fried Chicken, LLC is a Minnesota limited liability company that was organized on July 9, 2024. Official Fried Chicken, LLC has operated a business similar to the business offered in this Disclosure Document at U.S. Bank Stadium, home of the Minnesota Viking, in Minneapolis, MN since September 2024. Our affiliate does not offer franchises in any line of business or provide products or services to our franchisees.

Our Agent for Service of Process

Our agents for service of process are disclosed in Exhibit A.

General Description of the Franchise

We grant franchises for a fast-casual restaurant featuring bone-in fried chicken, chicken tenders and wings with our proprietary spices and related food and drink, and more (the “Franchised Business”), under the “Official Fried Chicken Restaurant” trade name and service mark (the “Proprietary Marks”) using certain procedures, techniques, training methods, designs, layouts, products, business policies, and a body of knowledge pertaining to the establishment and operation of the Franchised Business (the “System”). The franchise offered is for the right to operate an Official Fried Chicken Restaurant business using the Proprietary Marks and the System. You must sign our standard franchise agreement (the “Franchise Agreement”) when you purchase a franchise. “Restaurant” shall mean an Official Fried Chicken Restaurant, which conducts business in accordance with the System.

We may also franchise “Non-Traditional Restaurants.” “Non-Traditional Restaurant” shall mean an Official Fried Chicken Restaurant in a location such as an airport, train, bus or subway station, toll road facility, highway rest stop, stadium, arena, amusement park, fair, carnival, gas station, convenience store, hotel, motel, school, college or university, office building, ships, ports, piers, casinos, factory, hospital, big box retailers, building supply stores, warehouse club stores, shopping mall or food court and other similar retail facility, hospitals, military and other governmental facilities, institutional food service facilities or other non-traditional venues. Unless otherwise noted, Restaurants and Non-Traditional Restaurants are collectively referred to as “Restaurants” in this Disclosure Document.

We also offer to qualified individuals the right to operate multiple Franchised Businesses, typically 3 to 5, per an agreed upon development schedule, under an Area Development Agreement. You must execute the Franchise Agreement for your first outlet under the Area Development Agreement at the same time as the Area Development Agreement. Upon establishing each additional outlet under the Area Development Agreement, you must sign the then-current Franchise Agreement which may differ from the Franchise Agreement included with this Disclosure Document. We base our qualifications on whether or not we will also offer you the opportunity to become an area developer based on your financial resources, your experience in the industry, your business experience, as well as your marketing and sales plans.

Competition

The business market for fried chicken and related foods is highly developed and competitive. You will compete against other businesses that offer similar services, including franchised operations, national chains, and independently owned businesses.

Applicable Laws and Regulations

Your business may be subject to various federal, state, and local laws and regulations, including those that (i) establish general standards, specifications, and requirements for the construction, design, and maintenance of restaurant premises, (ii) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements for restaurants, employee practices concerning the storage, handling, cooking, and preparation of food and beverages, restrictions on smoking, availability of and requirements for public accommodations, including restrooms, (iii) establish menu disclosure standards, and (iv) regulate the proper use, storage, and disposal of waste materials. There are other state and local laws, regulations and ordinances applicable to the operation and management of an Official Fried Chicken Restaurant business. You should investigate these laws and regulations, and keep appraised of changes that are made in areas that you service. You are responsible to investigate and determine licensing requirements in the area you would like to service before signing the Franchise Agreement. It is your responsibility to investigate and comply with these laws and regulations. We advise that you consult with an attorney to ensure compliance with all relevant laws.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

ITEM 2
BUSINESS EXPERIENCE

CEO: Jared Brewington

Jared Brewington has been CEO of OFC Franchising LLC since its inception in December 2025. From July 2024 to the present, Jared Brewington has been CEO of Official Fried Chicken, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, From May 2021 until Present, Jared Brewington has been Senior Business Manager of OFC I, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, MN.

CFO: Mike Fritz

Mike Fritz has been CFO of OFC Franchising LLC since its inception in December 2025. From July 2024 to the present, Mike Fritz has been CFO of Official Fried Chicken, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, MN. From May 2021 until Present, Mike Fritz has been Business Manager of OFC I, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, MN. From January 2018 until Present, Mike Fritz has been Founder/Owner of Tap Society Corporation operating Tap Society restaurant businesses in Minneapolis, MN.

CTO: Greg Sell

Greg Sell has been CTO of OFC Franchising LLC since its inception in December 2025. From August 2025 to the present, Greg Sell has been CTO of Official Fried Chicken, LLC. Prior to working with OFC Franchising and Official Fried Chicken, Greg was CTO of a Managed Service Provider providing IT, Telecom, and Voice services to businesses throughout North America.

COO: Mark Anderson

Mark Anderson has been COO of OFC Franchising LLC since its inception in December 2025. From July 2024 to the present, Mark Anderson has been COO of Official Fried Chicken, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, From May 2021 until Present, Mark Anderson has been Business Manager of OFC I, LLC operating Official Fried Chicken Restaurant businesses in Minneapolis, MN.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of $40,000 (the "Franchise Fee"). You must pay the Franchise Fee to us in full when you sign the Franchise Agreement. The Franchise Fee is fully earned and non-refundable upon payment.

Non-Traditional Restaurant Initial Franchise Fee

You must pay us the Franchise Fee. You must pay the Franchise Fee to us in full when you sign the Franchise Agreement enter into a Non-Traditional Addendum. However, we granted no Non-Traditional franchises during our last fiscal year. If you purchase an Official Fried Chicken Restaurant that will be located in a Non-Traditional Venue and you are denied the necessary governmental permits for the location of your Non-Traditional Restaurant, you may terminate the Franchise Agreement. The termination must occur within 90 days of signing the Franchise Agreement and you must submit to us documentation evidencing the denial. Upon termination, we will refund the Franchise Fee, less any direct out-of-pocket expenses we incurred. In all other cases, the Franchise Fee is fully earned and non-refundable upon payment.

Initial Area Development Fee

If you sign an Area Development Agreement (the "ADA") and become an area developer, you will pay us the initial franchise fee of $40,000 for your first franchise and a development fee (the "Development Fee") based on the number of Restaurants to be developed. The number of Restaurants required by the Development Schedule will be determined by a number of factors, such as the size of the Development Area, the population of the Development Area, and your financial capacity and expertise in developing businesses. The Development Fee for each Franchised Business that you develop will be $20,000. You will be required to sign our then-current Franchise Agreement for each Franchised Business. The Development Fee is paid in a lump sum at the time the ADA is signed, is uniform to all developers currently acquiring development rights, is not refundable and will not be credited against any other fees paid to us or our affiliates. The Development Fee for 3 to 5 outlets is $80,000 to $120,000.

Technology & Setup Fees

You must pay us a technology setup fee of $1,000 (the "Setup Fee") upon entering into the lease or purchase agreement for your Restaurant location. Commencing one month prior to opening your Restaurant, you must begin paying us a monthly technology fee, currently $300 per month (the "Technology Fee"). These technologies include platforms and programs for operation metrics and digital training. The Setup Fees and monthly technology fees are payable to us. The Setup Fee and the Technology Fee are fully earned and non-refundable upon payment.

ITEM 6
OTHER FEES

Type of Fee Note 1	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Revenues from your Franchised Business over the preceding reporting period.	Paid weekly via Automated Clearing House (“ACH”) payment on Tuesday for the sales week ending the immediately preceding Sunday, unless we designated another reporting period.	Will be debited automatically from your bank account by ACH or other means designated by us.
Local Advertising	1% of Gross Revenues from your Franchised Business over the preceding month.	As incurred and measured monthly.	All advertising content is required to be approved by us in advance.
Brand Development Fund	2% of Gross Revenues from your Franchised Business over the preceding reporting period.	Paid weekly via ACH payment on Tuesday for the sales week ending the immediately preceding Sunday, unless we designated another reporting period.	Will be debited automatically from your bank account by ACH or other means designated by us.
POS and Software Fees	Approximately $700 - $1000 per month plus transaction costs.	Paid monthly via ACH payment on the first Tuesday of the month.	Will be debited automatically from your bank account by ACH or other means designated by us.
Technology Fee	$300 per month.	Paid monthly via ACH payment on the first Tuesday of the month.	Will be debited automatically from your bank account by ACH or other means designated by us.
Renewal Fee	20% of the then current initial franchise fee.	Upon renewal.	Due upon signing your renewal franchise agreement
Additional Training	$500 per person, per day.	As incurred.	
Attorneys’ Fees	Actual fees incurred.	10 days after written notice that fee has been assessed in accordance with the Manner of Payment.	Note 2

Type of Fee Note 1	**Amount**	**Due Date**	**Remarks**
Audit	Cost of inspection plus the amount of the underpayment plus interest from the date such amount was due until received by Franchisor, paid at the rate of the lesser of 1.5% per month or the highest commercial contract interest rate allowed by law.	As incurred.	Amounts beyond the underpayment are due if the audit or any other inspection reveals an underpayment of 2% or more.
National Franchise Convention Fee	$1,000	As incurred.	Payable to us to attend our Annual Franchise Convention.
Insufficient Funds	$75 per occurrence.	As incurred.	
Interest Fee	Lesser of 1.5% per month or the highest commercial contract interest rate allowed by law.	15 days after written notice that fee has been assessed.	
Transfer Fee: (a) All transfers except as provided in (b) below. (b) Transferee is an entity controlled and owned by current Franchisee.	 50% of the then current initial franchise fee. $2,500 for transferee is an entity controlled and owned by current Franchisee.	Payable if we approve your transfer request, but prior to execution of final transfer agreements and authorization.	Payable if we approve your transfer request, but prior to execution of final transfer agreements and authorization.
Upgrade Oversight Fee	15% of the cost of furnishing and installing upgrades.	Paid to us 10 days after that fee has been assessed.	

Type of Fee Note 1	**Amount**	**Due Date**	**Remarks**
Insurance	Amount of insurance, plus expenses.	As incurred.	If you do not maintain insurance on the Franchised Business as we require, we may obtain the insurance and you shall reimburse us for all premiums and other expenses incurred by us to do so.
Indemnity	Actual amount of loss or expense incurred.	At the time incurred.	You must indemnify us and our affiliates from liability for any claimed based upon your operations of your Franchised Business
Costs and Attorney Fees	Actual costs incurred.	As incurred.	You shall pay our legal and other expenses incurred if we substantially prevail in any litigation between you and us.
Assistance in the Event of Death or Disability	Actual costs incurred.	As incurred.	You must pay our compensation and expenses in running your Franchised Business in the event of death or disability.
Approval of Alternate Suppliers	Actual costs incurred.	As incurred.	You shall pay our actual fees and costs for evaluating alternate products or services.

Note 1. All fees are uniformly imposed by, collected by and payable to us via ACH and are

non-refundable. You must complete the ACH Authorization Form attached as Schedule 5 to the Franchise Agreement when you enter into the Franchise Agreement with us.

Note. 2 You must pay us a "Royalty Fee" weekly via ACH on Tuesday for the sales week ending the immediately preceding Sunday, unless we designated another reporting period.

"Gross Revenues" means all sales or revenues derived directly or indirectly from the Franchised Business. Gross Revenues also includes business interruption insurance proceeds. Gross Revenues does not include:

(i) sales taxes collected from customers and paid to the appropriate taxing authority; and

(ii) the amount of all coupons redeemed at the Franchised Business (but only if the coupons have been previously approved by the Company as provided in the Franchise Agreement and only if such coupons have been included in Gross Revenues).

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. FRANCHISE AGREEMENT

Type of Expenditure (Note 1)	**Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low	High			
Initial Franchise Fee	$40,000	$40,000	Check or electronic transfer	Upon signing the Franchise Agreement	Us
Training (Transportation and Lodging) (Note 2)	$2,500	$3,500	Check or credit card	Before opening	Airlines, hotels and restaurants
Rent, Prepaids and Security Deposit (3 months) (Note 3)	$0	$5,000	Check	Before opening	Landlord
Construction of Leasehold Improvements	$100,000	$200,000	Check or credit card	Before opening	Other suppliers selected by you
Drive-Thru, Loop Timers, Signage and Pickup Window	$0	$80,000	Check or credit card	Before opening	Other suppliers selected by

Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
(Note 4)					you
Equipment	$190,000	$350,000	Check or credit card	Before opening	Other suppliers selected by you
Furniture, Fixtures, and Décor	$10,000	$40,000	Check or credit card	Before opening	Other suppliers selected by you
Artwork	$3,000	$10,000	Check or credit card	Before opening	Other suppliers selected by you
Grand Opening Kit, Menu Boards	$3,000	$10,000	Check or credit card	Before opening	Other suppliers selected by you
Initial Inventory and Supplies	$6,000	$10,000	Check or credit card	Before opening	Other suppliers selected by you
Uniforms	$1,000	$2,000	Check or credit card	Before opening	Other suppliers selected by you
Signage	$5,000	$15,000	Check or credit card	Before opening	Other suppliers selected by you
Business Licenses and Permits	$1,000	$5,000	Check or credit card	Before opening	Other suppliers selected by you
Preopening Labor	$2,000	$5,000	Check or credit card	Before opening	Other suppliers selected by you
Architect & Engineer	$10,000	$35,000	Check or credit card	Before opening	Other suppliers selected by you

Type of Expenditure (Note 1)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
Accounting and Legal Fees	$1,000	$5,000	Check or credit card	Before opening	Other suppliers selected by you
Computer Equipment and Information/POS Systems	$2,000	$5,000	Check, credit card or electronic transfer	Before opening	Other suppliers selected by you
Business Insurance (3 months)	$2,000	$10,000	Check or credit card	Before opening	Other suppliers selected by you
Grand Opening Advertising	$1,000	$3,000	Check or credit card	Within one month of the opening of your Franchised Business	Other suppliers selected by you
Additional Funds for First 3 Months (Note 5)	$15,000	$25,000	Check or credit card	As incurred	Third parties
TOTAL (Notes 6 and 7)	$394,500	$858,500			

Explanatory Notes:

1. Except as otherwise provided, none of the amounts payable to us or our affiliates in either table are refundable under any circumstances. All amounts payable to third parties will be paid pursuant to the terms of your agreement with those respective third parties.

2. There is no additional fee for initial training. This cost estimates expenses for travel, boarding, meals, salaries, and other miscellaneous out-of-pocket expenses associated with training for two individuals. More information regarding initial training can be found in Item 11 of this Disclosure Document.

3. A Restaurant typically occupies approximately 1,000 to 2,000 square feet of space. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. The estimate represents three months of deposits (first month, last month and security deposit). A Restaurant will most likely be located in retail strip malls, dense urban areas, regional shopping centers and entertainment and travel centers.

4. Not all Official Fried Chicken Restaurants have a drive thru or a pickup window. The low estimate assumes that your Official Fried Chicken Restaurant will not have one. If you elect to have a drive-thru and a pickup window, we estimate your range of additional costs to be between $40,000 and $80,000.

5. This is an estimate of anticipated working capital that will be required during the first three months of operating your Franchised Business. Our estimates do not include salary or compensation to you as the owner and operator of your Franchised Business and, accordingly you must account for personal funds that you will require. We have relied on the experience of our affiliate owned locations in making this estimate. The space and monthly rent for a Non-Traditional Restaurant will be dependent upon the venue in which the Non-Traditional Restaurant is located and varies significantly.

6. We do not offer direct or indirect financing. We do not guaranty any note, lease or other obligation you may make to others.

7. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

YOUR ESTIMATED INITIAL INVESTMENT

B. AREA DEVELOPMENT AGREEMENT

Type of Expenditure (Note 1)	**Estimated Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low	High			
Area Development Fee	$80,000	$120,000	Check or electronic transfer	Upon signing the Area Development Agreement	Us
Initial Investment for Your Initial Franchised Business (Note 2)	$354,500	$818,500	See Chart A Above – Franchise Agreement	See Chart A Above – Franchise Agreement	See Chart A Above – Franchise Agreement
TOTAL	$434,500	$938,500			

Explanatory Notes:

1. The low-end comprises the initial franchise fee of $40,000 plus the $40,000 for the additional two outlets ($20,000 x 2). The high-end comprises the initial franchise fee of $40,000 plus the $80,000 for the additional four outlets ($20,000 x 4).

2. The low-end comprises the low-end estimate from the Item 7.A table, less the $40,000 initial franchise fee, as it is included in the Development Fee ($394,500 - $40,000 = $354,500). The high-end comprises the high-end estimate from the Item 7.A table, less the $40,000 initial franchise fee, as it is included in the Development Fee ($858,500 - $40,000 = $818,500).

The estimates in this Chart 7(B) assume that you will be entering into an ADA for the right to open and operate three to five Franchised Businesses within a Development Area and the cost of opening the first Franchised Business.

The Development Fee ranges from $80,000 to $120,000 for three to five territories, as explained in Item 5 above. The Development Fee includes the Initial Franchise Fee on the first territory purchased under the ADA and one-half the Initial Franchise Fee on additional territories. You pay the remaining one-half of the Initial Franchise Fee on additional territories at the time you enter into Franchise Agreements for such territories.

This figure represents the total estimated initial investment required to open your initial Franchised Business under the Franchise Agreement you must enter into with us at the same time as the execution of your ADA.

Other than the Development Fee, this figure does not include the costs associated with opening a second and subsequent locations which will incur additional costs.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that our standards and specifications of quality and service are maintained, at all times you must operate your Franchised Business in strict conformity with the methods, standards, specifications, and sources of supply that we designate and prescribe in our Operations Manual and various other confidential manuals and writings prepared by us for your use in operating a Franchised Business in accordance with the System. We may periodically change our standard and specifications in our sole discretion upon written notice to you or as may be specified by the Operations Manual.

Advertising Material.

You must either use advertising templates which we make available or specify or obtain our written approval before placing any advertising.

Computer Hardware and Software.

You must purchase the computer hardware and software that we specify or have approved.

Furniture, Fixtures, Equipment and Signs.

You must purchase furniture, fixtures, equipment, and signs pursuant to our specifications or prior written approval.

Insurance.

You must purchase insurance in the types and amounts of coverage that we specify and we reserve the right to specify designated broker(s) or insurance carrier(s). At present, we require franchisees to purchase the following minimum insurance requirements:

1. Commercial general liability insurance policy, including products liability, combined single limit for bodily injury and property damage liability in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate.
2. Business property insurance in the amount of $50,000 per occurrence.
3. Workers' compensation insurance as required by local law.
4. OFC Franchising LLC must be listed as an additional insured and provide for written communication at least 30 days in advance of the cancellation of the policy.
5. A surety or fidelity bond or similar insurance policy covering franchisees and its employees is recommended.
6. Excess liability coverage of $1,000,000 per occurrence.

Leased Location

You will need a site in which to operate the franchise. We furnish site selection guidelines. We require you to send to us any proposed lease and information as required by us to evaluate the site for our approval before you sign the lease. You may lease from any landlord.

Leasehold Improvements

You may purchase leasehold improvements from any supplier but must build out your location according to our specifications.

Signage

You must purchase signage according to our specifications.

Whether We or Our Affiliates Are Approved Suppliers.

We and our affiliates are not currently an approved supplier of technology setup and technology services to franchisees. However, all technology setup and services will need to be approved and to our specifications.

Officer Interests in Suppliers.

Our officers, Jared Brewington, Mike Fritz, Greg Sell and Mark Anderson, own an interest in our affiliate, Official Fried Chicken, LLC.

Designated Suppliers.

We utilize proprietary food products and recipes ("Proprietary Products") and may continue to develop and own proprietary recipes. In order to protect their trade secrets and to monitor the manufacture, packaging, processing, and sale of Proprietary Products, we or our affiliates may: (i) manufacture, supply, and sell Proprietary Products to Official Fried Chicken franchisees; and/or (ii) disclose the formula for methods and preparation of the Proprietary Products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these Proprietary Products to our precise specifications and sell these products to Official Fried Chicken franchisees. You must purchase the Proprietary Products we or our affiliates develop from time to time, for proprietary recipes or formulas, and purchase them only from us or a third party who we have licensed to prepare and sell the products. Certain products such as plates, cups, boxes, and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks.

We may designate certain non-proprietary products, such as condiments, merchandise, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Proprietary Products, which you may or must use and/or offer and sell at your Official Fried Chicken Restaurant ("Non-Proprietary Products"). You may use, offer or sell only those Non-Proprietary Products that we expressly authorize.

Approval of Alternate Suppliers.

If you want to purchase or lease any supplies, materials, tools, products or services not previously approved in writing by us as acceptable or from a supplier not approved by us, you can request our approval in writing, at your sole expense. You may need to submit, among other things, sufficient samples, specifications, photographs, drawings and other related information in order for us to determine whether the items meet our specifications and certain information about this proposed supplier. You must reimburse us for the actual fees and costs for evaluating alternate products or services proposed by you.

When considering and evaluating the approval of a particular supplier, among other things, we apply the following general criteria: ability to produce the products, services, supplies or equipment to meet both our standards and specifications for quality and uniformity and the customers' expectations; production and delivery capabilities and ability to meet supply commitments; financial stability; and the negotiation of a mutually satisfactory approved vendor or supplier agreement, copyright assignment and confidentiality agreement in a form satisfactory to us. We have no obligation to approve any supplier and our criteria for approving suppliers is not available to franchisees.

We will advise you within 30 days whether the proposed items and supplier(s) meet our specifications, and our approval will not be unreasonably withheld. The approval time may vary if we determine, in our independent judgment, that additional testing is needed. We will notify you in writing of our approval or disapproval and of revocation of approved suppliers. Suppliers must maintain our standards in accordance with written specifications and any modifications. If a supplier deviates from our specifications, we may terminate the supplier's status as an approved supplier.

Specifications.

We issue specifications to franchisees. We issue and modify the specifications by updating the Operations Manual.

Revenue from Franchisee Purchases.

We may, but do not currently, derive revenue or other material consideration from required purchases or leases by you. Our affiliate does not earn revenue or other material consideration from required franchisee purchases or leases.

In our last fiscal year ending December 31, 2025, we did not earn revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases and Leases as a Proportion of Costs.

We estimate your required purchases and leases will represent 60-75% of your overall purchases and leases in establishing and operating the Franchised Business.

Supplier Payments to Us.

Designated suppliers may make payments to us from franchisee purchases.

In the fiscal year ended December 31, 2025, we did not yet receive any supplier rebates but may do so in the future.

Cooperatives.

We do not have any purchasing or distribution cooperatives.

Purchase Arrangements.

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits

We do not provide material benefits to you based on your use of a particular supplier. However, when your franchise is up for renewal, to continue your franchise rights, we require you to be in compliance with your franchise agreement, which includes compliance with any supplier standards that are contained in our Operations Manual.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	FA: Sections 2 and 5 ADA: Section 3	Item 11
b. Pre-opening purchases/leases	FA: Sections 5, 13 and 15 ADA: Section 3	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Sections 2, 3, 5, 8 and 10 ADA: Section 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: Section 8	Items 5, 6, 7 and 11
e. Opening	FA: Sections 4, 5, 11 and 13 ADA: Section 3	Item 11
f. Fees	FA: Sections 3, 4, 8, 10, 11, 12, 13, 15, 18, 21, 22 and 23 ADA: Sections 2 and 4	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/Operations Manual	FA: Sections 6, 7, 9, 10 and 13	Items 8 and 11
h. Trademarks and proprietary information	FA: Sections 6, 7 and 9	Items 13 and 14
i. Restrictions on products/services offered	FA: Sections 6 and 13	Items 8, 11, 12 and 16
j. Warranty and customer service requirements	FA: Section 13	Not Applicable
k. Territorial development and sales quotas	ADA: Section 3	Item 12
l. On-going product/service purchases	FA: Section 13	Items 6, 8 and 11
m. Maintenance, appearance and remodeling requirements	FA: Sections 3, 10 and 13	Item 8
n. Insurance	FA: Section 15	Items 6, 7, and 8
o. Advertising	FA: Section 11	Items 6, 7, 8 and 11
p. Indemnification	FA: Section 21	Item 6
q. Owner's participation/ management/staffing	FA: Sections 8 and 13	Item 15
r. Records and reports	FA: Section 12	Items 6 and 11
s. Inspections and audits	FA: Sections 6 and 12	Item 6
t. Transfer	FA: Sections 18 and 19; Schedule 1	Item 17

Obligation	Section in Agreement	Item in Disclosure Document
u. Renewal	FA: Section 4; Schedule 1	Item 17
v. Post-termination obligations	FA: Section 17; Schedule 2	Item 17
w. Non-competition covenants	FA: Sections 7, 9 and 17; Schedule 2	Item 17
x. Dispute resolution	FA: Section 23; Schedules 2 and 3	Item 17

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Before you open your Franchised Business, we will:

(1) Provide general advice, guidance and assistance on the selection of a location for the Franchised Business (Section 8.2 of the Franchise Agreement). The location shall be selected by you with our consent and approval. Numerous factors go into the approval or disapproval of a location that include, but are not limited to, population in the area, number of individuals per household, and density of retail shops in proximity of the location.

(2) Provide an initial training program. This training does not include any professional licenses, certification, or other training you must possess and/or complete before you can operate the Franchised Business. (Section 8.1 of the Franchise Agreement).

(3) Provide to you opening assistance and guidance to assist you with any questions you may have in operating and establishing the Franchised Business. (Section 8.2 of the Franchise Agreement).

(4) Provide to you, on loan, one copy of our Operations Manual or provide you with access to an electronic copy of the Operations Manual. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit C to this Disclosure Document. (Section 9.1 of the Franchise Agreement). The Operations Manual contains a total of 180 pages.

(5) Provide assistance and guidance in establishing prices for products and services. (Section 9 of the Franchise Agreement).

(6) We provide assistance with obtaining equipment, signs, fixtures, opening inventory, and supplies. We provide specifications or a list of approved suppliers for these items. We do not deliver or install these items. (Section 13.2 of the Franchise Agreement).

(7) We provide limited assistance to help you or your contractor conform the premises to local ordinances and building codes and obtain any required permits. We provide limited assistance to help you or your contractor construct, remodel, or decorate the premises. (Section 9.1 of the Franchise Agreement).

(8) We provide assistance in the type and number of employees that should be hired. However, you are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees. (Section 9.1 of the Franchise Agreement).

Continuing Obligations

During the operation of your Franchised Business, we will:

(1) Notify you in writing of the refurbishing and upgrades that are required by us (Section 3.7 of the Franchise Agreement). You may be required to refurbish and upgrade your Franchised business no more than two times during the term of your Franchise Agreement and not be required to spend more than $25,000 each time.

(2) Offer you advice, discuss problems, and offer general guidance by telephone and/or electronic correspondence, with respect to planning and operating the Franchised Business. (Section 14.1 of the Franchise Agreement).

(3) Make available to you ongoing training as we think necessary. (Section 8.4 of the Franchise Agreement).

(4) Provide you with modifications to the Operations Manual as they are made available to franchisees. (Section 9.2 of the Franchise Agreement).

(5) Maintain and administer a formal Brand Development Fund (the "Fund") for advertising, marketing, and public-relations programs and materials, as well as other brand building and protection activities, that we deem appropriate to enhance the Breadless brand. (Section 11.4 of the Franchise Agreement)

Except as expressly disclosed in this Item, we have no obligation to develop products or services you will offer to your customers, hire, or train your employees, improve, and/or develop your franchised business, resolve operational problems encountered by you, or establish: (a) prices, or (b) administrative, bookkeeping, accounting, or inventory control procedures.

Site Selection

We provide site selection criteria to you to assist you in locating a site for the Franchised Business. We do not generally own the premises and lease it to you. We consider the following factors when reviewing a proposed site: (i) residential population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to other franchised or affiliate locations, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage. (Franchise Agreement, Section 8.2).

You must secure a location for the Business within 45 days of the signing of the Franchise Agreement; this includes the requirement of obtaining our approval for your selected location. We will generally approve or deny your selected location within 10 days, but we maintain the right to take additional time if circumstances demand it. In addition, you must sign the lease or otherwise secure the legal right to occupy the location, meeting all the state and local specifications, within 15 days following our approval of such location. If you and we do not agree on a selected site in the permitted time, we can allow you more time or terminate the Franchise Agreement.

If you operate a Non-Traditional Restaurant, we approve the site and the host facility before you sign the Franchise Agreement and any applicable addendum.

For franchisees under Area Development Agreements, we use the same site selection assistance procedures and timing for each additional unit franchise agreement you enter into with us as part of the Area Development Agreement.

Time Until Commencement of Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is approximately 210 to 270 days. You must open your franchised business and be operational within 300 days from executing the Franchise Agreement. Nonetheless, we reserve the right to grant extensions to the Time Before Operations period at our sole and absolute discretion, we are in no way obligated to consider such extensions in any case. (Section 5.4 of the Franchise Agreement).

Local Advertising and Promotion

You must spend for local advertising and promotion of the Franchised Business and the Proprietary Marks at minimum 1% of Gross Revenues from your Franchised Business over the preceding reporting period in the area or territory where your franchise is located. We may review your books and records periodically to determine your expenditures for advertising and promotion. If we determine that you have not spent the requisite amount, we may require you to pay the unexpended amounts to us for spending on your behalf.

You must list and advertise the Franchised Business in such print or online directories as we specify utilizing our standard forms of listing and advertisements. We may, at our option, maintain one or more telephone numbers for the Franchised Business and, if we do maintain this number(s), you will be authorized and required to use this number(s) during the term of the Franchise Agreement. We have the sole rights to and interest in all these telephone number(s). We will notify you monthly of the cost of the telephone service and you must, within 5 days of your receipt of this bill, reimburse us for our costs in maintaining telephone numbers for the

Franchised Business. If you do not reimburse us, we may, at our option, instruct the telephone service provider to terminate or transfer this telephone number(s) to us or our designee.

We have no obligation to conduct advertising. We are not required to spend any amount on advertising in the area or territory where you will be located.

Franchisee Use of Own Advertising Material

You may only use advertising material prepared or previously approved by us, by submitting it to us for approval. If you do not receive written approval within fourteen days after the date of receipt by us of the materials, we will be deemed to have disapproved the materials. You will have access to corporate provided social media and the ability to use and post pursuant to our guidelines, but we will have master rights on such social media and can change and edit your posts. You also must abide by our guidelines with respect to any digital chat communication tools that you use.

Websites are deemed "advertising" under the Franchise Agreement and are subject to our approval. You are restricted from establishing a presence on, or marketing on the Internet without our written consent. We have an Internet website that provides information about the System and our franchises. All information posted on our website or any linked webpages must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce, and co-branding arrangements. You may be requested to provide content for our Internet marketing, and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, social media pages and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, our website. You are not permitted to use a domain name containing our marks in the URL. (Section 11.4 of the Franchise Agreement).

Grand Opening Advertising

Within one month of the opening of your Franchised Business, you must spend a minimum of $1,000 to $3,000 on local advertising and promotion of the opening of the Franchised Business in accordance with an opening marketing plan approved by us.

Regional Advertising Fund

Provided that a majority of the Official Fried Chicken Restaurant locations in your Regional Area agree to participate in the program, you must participate in and contribute your share to additional advertising and promotional programs in your Regional Area through a Regional Advertising Fund. All Official Fried Chicken Restaurant locations contribute the same amount and any corporate owned outlets in an area would also contribute the same amount. We are responsible for administering the Fund. The Fund does not have to prepare annual or periodic financial statements or make them available for your review. We have the power to form, change, dissolve, or merge a Fund. "Regional Area" is defined as the area covered by the advertising medium (television, radio or other media) as recognized in the industry.

Brand Development Fund

We will administer an advertising and marketing fund (the "Brand Development Fund") for the advertising and marketing programs as we may deem necessary or appropriate. You must contribute to the Brand Development Fund in an amount equal to 2% of Gross Revenues from your Franchised Business over the preceding reporting period, payable together with the Royalty Fee due under the Franchise Agreement.

We will direct all advertising and marketing programs financed by the Brand Development Fund, with sole discretion over the creative concepts, materials and endorsements used, and the geographic, market and media placement and allocation. Currently the source of our marketing and advertising programs is our in-house personnel.

The Brand Development Fund will be accounted for separately from other funds. If we do not spend all Brand Development Funds in the year in which they accrue, we will retain the money in the Brand Development Fund to spend in the future. We will furnish to you upon written request an unaudited annual report of the Brand Development Fund.

Although we will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs, and to place advertising that will benefit all franchises businesses, we undertake no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by locations operating in that Brand Development geographic area or that any franchise location will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials or the placement of advertising. We are not required to spend any amount of the Brand Development Fund's money on advertising in your area or territory where your franchise is located.

Locations owned by us or companies related to us by common ownership contribute on the same basis to the Brand Development Fund as franchisees.

The Brand Development Funds shall not be used to solicit new franchise sales.

Advertising Councils or Cooperatives

There are currently no advertising councils or local or regional advertising cooperatives.

Computer Systems

You must purchase and use any hardware and software programs we designate or approve. (Section 12.5 of the Franchise Agreement). Presently, we require you to purchase the following hardware and software:

Hardware
1 desktop or laptop computer with internet access and printer/ scanner/ copier
Software
QuickBooks Online

The approximate cost of the hardware and software ranges from $2,000 to $5,000. In addition to offering and accepting Official Fried Chicken gift cards and loyalty cards, you must use any payment vendors and accept all payment methods that we determine.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades, or updates. You must maintain your computer systems in good working order and must replace, update, or upgrade your hardware systems as we require. There is no contractual limitation on the frequency or cost of such maintenance duties. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is approximately $500.

Independent Access to Information. We have, and you are required to provide, independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. There are no contractual restrictions on our right to access your data.

Training Program

We provide you with an initial training program before you commence operations, covering the areas identified in the below table. Up to two employees of your choosing may also attend at your option. The time frames provided in the chart are estimates of the time it will take to complete training. We do not charge for the initial training. You must pay for all travel costs and living expenses for yourself and any of your attendees. If you replace your helper s/he must attend our training program. You will be charged for additional training, as provided for in Item 6. Your Franchised Business must at all times either be under your day-to-day supervision as the Owner/Operator, or by an approved manager who has satisfactorily completed our training program. The initial training is offered monthly. The initial training must be completed at least 90 days prior to opening the Franchised Business.

[remainder of page intentionally left blank]

Training Topic	Hours of Classroom Training	Hours of On the Job Training	Location
Welcome: Welcome, Brand Culture, History, Mission and Vision	2	0	Minneapolis, MN
Personnel: Establishing Brand Standards, Staffing Best Practices, Job Descriptions, Scheduling, Train-the-Trainer Program	2	2	Minneapolis, MN
Marketing: Advertising, Promotions, Creating Brand Awareness, Marketing Tactics, Promotional Offers, Strategies to Develop Guest Loyalty	4	2	Minneapolis, MN
Operational Procedures: Approved Offerings, Minimum Hours of Operation, Service Standards, Daily Operations, Safety and Security, Maintaining Equipment, Cleaning and Sanitation, Software Systems, and 3rd Party Delivery	6	28	Minneapolis, MN
Product Preparation: Recipes, Daily Prep Procedures, Safe Food Handling, Receiving and Managing Inventory	4	18	Minneapolis, MN
Financial Management: Administrative Duties, Fiscal Responsibility, KPIs and Reporting, Royalties and Franchise Obligations	2	4	Minneapolis, MN
Review: Training Assessment, Start Up Inventory, Working with Suppliers and Grand Opening Plan	4	2	Minneapolis, MN
SUBTOTAL HOURS	**24**	**56**	
TOTAL HOURS	**80**		

After the Franchised Business opens, additional training shall be at a cost of $500 per person per day if at our location, or $500 per person per day if the training is at your location (plus costs of travel, air fare and incidentals). (Sections 8.1, 8.3, and 8.4 of the Franchise Agreement).

The training is provided by Jared Brewington, Mike Fritz and Mark Anderson. Each has been involved with the Official Fried Chicken Restaurant model since its inception in May 2021.

The Operations Manual will be used as the principal instructional manual.

The person responsible for daily operations of your Franchised Business is required to successfully complete the training. You may also send one additional employee to training. Training for up to two people is provided without additional charge.

We do not currently require any additional training or refresher courses after the initial training; however, we may do so in the future.

ITEM 12
TERRITORY

You may operate your Restaurant only at the accepted location. The accepted location for your Restaurant will be listed in the Franchise Agreement. If you have not identified an accepted location for the Official Fried Chicken Restaurant when you sign the Franchise Agreement, we will amend the Franchise Agreement after you select and we accept the accepted location. You are not guaranteed any specific accepted location and you may not be able to obtain your top choice as your accepted location. You may not conduct your business from any other location.

We may provide certain limited protected rights within a defined territory ("Territory"). If not, your rights will be limited to the specific street address of your Restaurant. If we grant to you any rights, they will be described in the Franchise Agreement. Your Territory, if any, will be determined by us, in our sole discretion as we consider appropriate under the circumstances, and may be either a specified radius surrounding the Restaurant, a geographic area described by zip codes, streets, highways, or other written description in the Franchise Agreement. If you receive protected rights, during the term of the Franchise Agreement, we will not open or operate, or license others to own or operate, any Official Fried Chicken Restaurant in your Territory. However, your Territory could overlap with the territory of another franchisee. If you open a Non-Traditional Restaurant, you may not receive a 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.

We have used and reserve the right to use other channels of distribution, such as by the Internet, mail order, or catalog sales, to make sales anywhere using the Franchisor's principal trademarks. We have used and reserve the right to use other channels of distribution, such as by the Internet or by mail order or catalog to make sales anywhere of products or services under trademarks different from the ones the franchisees will use under the franchise agreement. There is no compensation that we must pay for soliciting or accepting orders from near your location.

You must focus your marketing efforts on promoting and enhancing the Franchised Business. You are prohibited from selling products or services by the Internet or by mail order or catalog, unless we first provide written approval. You may only sell products or services within the Territory. You do not have the right to use other channels of distribution, such as by the Internet or by mail order or catalog to make sales.

Neither the Franchisor nor any affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which sells or will sell goods or services similar to those the franchisee will offer.

If you want to relocate your Franchised Business, you must notify us in writing 60 days before the relocation. We reserve the right to refuse to approve a proposed relocation if we believe that the proposed relocation is for any reason not acceptable to us. Our judgment may be based on factors such as the proximity to existing or proposed locations owned by other franchisees or us, the suitability of the proposed facilities, compliance with our then current franchise location requirements, the competitiveness within the marketplace or other factors.

Continuation of your franchise rights does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Area Developers:

Under the Area Development Agreement (the "ADA"), you will develop, open and operate multiple outlets within a defined Development Area (the "Development Area"). We determine the Development Area using the same criteria that we use in deciding the Territory for a Business.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

When you seek to open further outlets under the ADA, we apply our then current site selection criteria to approve or disapprove of such outlets.

Your ADA will contain a Development Schedule. If you do not meet the Development Schedule, we may terminate your rights to open future territories under the ADA, but may not terminate franchise agreements already in place.

ITEM 13
TRADEMARKS

The following is a description of the principal trademarks and service marks registered on the Principal Register of the United States Patent and Trademark Office:

DESCRIPTION OF MARK	SERIAL NUMBER	REGISTRATION
Official Fried Chicken	98925154	Pending
Official FRIED CHICKEN	99557122	Pending

We have filed all required affidavits and maintenance documents as the same have become due.

No currently effective agreements significantly limit our rights to use or license the Proprietary Marks in any manner material to the franchise. We have no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court. We have no pending infringement, opposition or cancellation proceeding or pending material federal or state court litigation regarding our use or ownership rights in a trademark. We have no actual knowledge of any superior prior rights or infringing uses which could materially affect your use of such marks.

If any administrative or judicial proceeding arising from a claim or challenge to your use of any of our marks, you must immediately notify us, and we may take any such action as we deem appropriate in order to preserve and protect the ownership, identity and validity of the marks. We are only obligated to defend you from any claims arising from your use of our primary marks. If we decide to modify or discontinue the use of any mark and/or use one or more additional or substitute marks, you will be responsible for the tangible costs (such as replacing signs and materials) associated with such a change.

You are required to immediately notify us of any use of, or claims of rights to, a mark identical to or confusingly similar to our marks. We are not required to take affirmative action when notified of these uses or claims. We have the right, but not the obligation, to bring any action against any third party using such a similar mark. We have the right to control any such litigation or administrative proceedings, including any settlement. We are not required to take affirmative action when notified of these uses or claims.

We are not required to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark if the proceeding is resolved unfavorably for you. At our option, we or our designee may defend and control the defense of any proceeding arising directly from your use of any Proprietary Mark.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or registered copyrights are material to the franchise. We and our affiliates claim common law copyright protection of our Operations Manual and related materials although these materials have not been registered with the United States Registrar of Copyrights. The Operations Manual and related materials are considered proprietary and confidential and are considered the property of us and our affiliates and may be used by you only as provided in the Franchise Agreement. You may not use our confidential information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others.

You will be entitled to use of the copyrighted and proprietary materials during the term of the franchise. There are no currently effective material determinations of the USPTO, the United States Copyright Office, or a court regarding the copyrighted materials. There are no agreements that significantly limit our rights to use or license the use of the copyrighted or proprietary materials. There is no provision in the Franchise Agreement specifically obligating us to protect your rights to use of the proprietary or copyrighted materials, but we will respond to this information as we deem appropriate. There are no infringing uses known to us which would materially affect your use of the proprietary and/or copyrighted materials.

If we decide that you should modify or discontinue using any of the copyright material, or if we decide that you should use one or more additional or substitute copyrights, you must comply with our directions in the time that we reasonably specify. Neither we nor any of our affiliates will have any obligation to reimburse you for the cost of complying with our directions. If requested by us, you will discontinue the use of the subject matter covered by any copyright used with the franchise.

We have proprietary rights to materials containing our confidential information, some of which constitutes trade secrets under applicable law. Such confidential information includes information consisting of knowledge or know-how concerning the System, including the Manual, methods of operation, recipes, future marketing and advertising materials and strategies, development and growth strategies, trade secrets, sales figures, accounting materials, customers of Official Fried Chicken Restaurant, or Official Fried Chicken Restaurant franchisees, all of which we have developed and assembled at great effort and expense, and which information is not public knowledge but which is confidential, proprietary business information of ours. You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure of our confidential information to others.

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

You or fully-trained manager or a fully-trained assistant manager (the "Designated Manager") selected by you and approved by us, must participate personally in the direct operation of the Franchised Business. We do not require that the designated owner or other persons who directly or indirectly own any ownership interest in your business entity provide direct on-premises supervision.

Each Designated Manager must successfully complete those portions of our initial training program required for their positions in their entirety. Designated Managers are not required to have any ownership interest in your business entity. We will provide initial training on the operation of a Franchised Business. You must pay for all travel and living expenses which you incur in connection with training. Training for up to two people is provided without additional charge. If you replace your Designated Manager, your replacement Designated Manager has to attend and satisfactorily complete our initial training program.

We may require certain individuals associated with your Franchised Business, including your owners, officers, directors, partners, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a business entity, each of your owners that are active in the Franchised Business at any time during the Term and any owner that has a beneficial ownership interest of 10% or more in you, must personally guarantee, jointly and severally, your obligations under the Franchise

Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement. If your spouse is not an owner of the business entity or not a party to the Franchise Agreement, they are not required to sign a personally guaranty. This includes both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of your Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement attached as Schedule 3.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services which we have approved. You must also offer all goods and services that we designate. All goods and services provided by you must be presented in accordance with our System Standards. We may periodically change the required and/or authorized products and services, and there are no limits on our right to do so. You must promptly implement these changes and must discontinue selling any products or services that we at any time decide to disapprove in writing.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

A Restaurant may not share its premises with any other business. You may not engage in cobranding.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	FA: Section 4.1 ADA: Section 3	FA: The initial term is 10 years. ADA: Term is the date the last Location is required to be opened according to the Development Schedule.
b. Renewal or extension of the term	FA: Section 4.2	If you have substantially complied with the Franchise Agreement, you have the right to renew for additional 10-year terms.
c. Requirements for franchisee to renew or extend	FA: Section 4.2	Written notice of intent to renew, sign new franchise agreement and release, pay renewal fee, refurbish or remodel the premises, and

Provision	Section in franchise or other agreement	Summary
		replace the equipment to be in compliance with our then current standards. The new franchise agreement may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d. Termination by franchisee	FA: Section 16.1	You may terminate the Franchise Agreement upon (1) our mutual agreement; (2) non-renewal; (3) a sale pursuant to the terms of this Agreement; or (4) under any ground permitted by law. ADA: You may terminate upon any ground permitted by law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with cause	FA: Section 16.2 ADA: Section 4	FA: We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate. ADA: We may terminate the ADA if you default.
g. "Cause" defined – curable defaults	FA: Section 16.2.2 ADA: Section 4	FA: If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults that require cure in a shorter time and non-curable defaults. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of

Provision	Section in franchise or other agreement	Summary
		receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate. ADA: You have a 30-day cure period if you are in default of the ADA.
h. "Cause" defined – non-curable defaults	FA: Section 16.2.1 ADA: Section 4	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely establish, equip and begin operations of the franchised business; fail to satisfactorily complete training; fail to maintain all required professional licenses, permits and certifications for more than 5 business days; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect either party or the Franchised Business; use the Operations Manual, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners, officers, directors, managers, other executives,

Provision	Section in franchise or other agreement	Summary
		employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-compete agreements; abandon the Franchised Business for 5 or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 2%; are insolvent; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on 2 or more occasions any health, safety or other laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; repeatedly breach the franchise agreement or comply with specifications; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement. However, we may not terminate

Provision	Section in franchise or other agreement	Summary
		franchise agreements already in place solely for a breach of the ADA. ADA: The ADA terminates when no franchise agreement is in place between the parties, or if you breach the Development Schedule.
i. Franchisee's obligations on termination/non-renewal	FA: Section 17.1	Pay amounts owed; return the Operations Manual and Software Program and return or destroy all other materials; stop using Marks, System and confidential information; de-identify yourself from us; cancel assumed names; return to us any signs utilizing the Marks; provide us with the names, addresses, and telephone numbers of all customers; assign to us your telephone and facsimile numbers, and e-mail and internet addresses, websites, domain names, social media sites and search engine identifiers; assign your lease to us, at our option; adhere to non-competition provisions. Pay liquidated damages. Upon our request, refund deposits and fees, and take such other actions to ensure the orderly transition of the business.
j. Assignment of contract by franchisor	FA: Section 18.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	FA: Section 18.2	Includes any type of transfer of the Franchise Agreement or assets or any ownership change.
l. Franchisor approval of transfer by franchisee	FA: Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the

Provision	Section in franchise or other agreement	Summary
		requirements in FA Section 18.2 (a)-(m).
m. Conditions for franchisor approval of transfer	FA: Section 18.2	Transferee qualifies; all amounts due are paid in full; you are not in default; the transferee complies with training requirements; transferee has received required disclosure documents; then current form of Franchise Agreement signed; transferee assumes remaining obligations under your agreements; transfer fee paid; assets have been refurbished, remodeled or replaced; lessor consent to lease assignment, if necessary; Releases signed; guaranty of performance may be required; and right of first refusal declined by us. (also see r below).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: Section 19	We can match any offer for your business, except broker's fees are excluded. Cash may be substituted for any form of payment proposed.
o. Franchisor's option to purchase franchisee's business	FA: Section 17.4	Except as described in (n) above, we do not have the right to purchase your franchised business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised business for book value.
p. Death or disability of franchisee	FA: Section 18.6	After the death or incapacity of an owner of the franchisee, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	FA: Section 7.3	You, your owners, and your officers, directors, executives, managers, professional staff, and employees are prohibited from: attempting to divert any business or customer of the Franchised Business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 17.2	May not offer services similar to those offered by a, or solicitation of past customers, for two years within 25 miles of your former Official Fried Chicken Restaurant location or any other Official Fried Chicken Restaurant business (subject to applicable state law).
s. Modification of the agreement	FA: Sections 9.2, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	FA: Section 22.7	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	FA: Section 23.9; Schedules 2 and 3	You must mediate and arbitrate claims against us (subject to applicable state law).
v. Choice of forum	FA: Section 23.2; Schedules 2 and 3	Any mediation, litigation or arbitration must be pursued where

Provision	Section in franchise or other agreement	Summary
		our headquarters are located (subject to applicable state law).
w. Choice of law	FA: Section 23.1; Schedules 2 and 3	Except for federal law, Minnesota law applies (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote, endorse or recommend our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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 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 Jared Brewington at OFC Franchising LLC, 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416, 612-314-5995, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023, 2024 and 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned*	2023	1	1	0
	2024	1	2	+1
	2025	2	2	0
Total Outlets	2023	1	1	0
	2024	1	2	+1
	2025	2	2	0

*Includes locations owned and operated by affiliates of the franchisor.

Table No. 2
Transfers of Outlets From Franchisees To
New Owners (other than the Franchisor)
For Years 2023, 2024 and 2025

State	Year	Number of Transfers
Minnesota	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchise Outlets
For Years 2023, 2024 and 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Other States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years 2023, 2024 and 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Minnesota*	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
Totals	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2

*Includes locations owned and operated by principals of the franchisor.

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Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Missouri	0	0	0
New York	0	0	0
North Carolina	0	0	0
Ohio	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Texas	0	0	0
Virginia	0	0	0
Washington	0	0	0
TOTALS	0	0	0

Exhibit F-1 contains a list of the names of all of our operating franchisees and the addresses and telephone numbers of their Franchised Businesses as of the end of our last fiscal year.

Exhibit F-2 contains a list of franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within ten weeks of the issuance of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

There is no trademark-specific franchisee organization associated with the franchise system which the franchisor has created, sponsored or endorsed. There is no independent trademark-specific franchisee organization which has asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit E contains our unaudited balance sheet as of February 28, 2026. We have not been in business for three years and so cannot include all financial statements required by the FTC Franchise Rule. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following exhibits to this Disclosure Document contain the proposed agreements regarding the franchise offering:

Exhibit B: FRANCHISE AGREEMENT
- Schedule 1-General Release
- Schedule 2-Nondisclosure and Non-Competition Agreement
- Schedule 3-Unlimited Guaranty and Assumption of Obligations
- Schedule 4-Lease Addendum
- Schedule 5-ACH Payment Agreement
- Schedule 6-Holders of Legal or Beneficial Interest in Franchisee; Officers; Directors
- Schedule 7-Store Opening Certificate
- Schedule 8-State Addenda to the Franchise Agreement

Exhibit D: AREA DEVELOPMENT AGREEMENT
- Appendix A-Development Territory
- Appendix B-Development Schedule
- Appendix C-State Addenda to the Area Development Agreement

Exhibit G: FRANCHISEE DISCLOSURE QUESTIONNAIRE

ITEM 23
RECEIPTS

Exhibit J, the last two pages of this Disclosure Document, contain detachable duplicate Receipts that serve as an acknowledgement of your receipt of a copy of this Disclosure Document. You should sign both copies of the Receipt and return one copy to us.

EXHIBIT A
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation Commissioner of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811 (866) 275-2677	Department of Financial Protection and Innovation Commissioner of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62701 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62701
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020

Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8285	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492 Phone
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Colorado	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	

Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd., SW Tumwater, WA 98501 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd., SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT B

<u>Official Fried Chicken Restaurant</u>

<u>FRANCHISE AGREEMENT</u>

Official Fried Chicken Restaurant
<u>FRANCHISE AGREEMENT</u>

TABLE OF CONTENTS

This Franchise Agreement made this _____ day of ______________, 202_, is by and between OFC Franchising LLC, a Minnesota limited liability company ("Franchisor," "we," "us," or "our"), and ________________________________, an individual/partnership/corporation/limited liability company established in the State of _______________________ and whose principal address is __________________ _____________________________________ ("Franchisee," "you," or "your").

RECITALS

We and/or our principals or Affiliates have developed, and are in the process of further developing, a System identified by the trade name and service mark "Official Fried Chicken Restaurant" and relating to the establishment and operation of a business offering a fast-casual restaurant featuring bone-in fried chicken, chicken tenders and wings with our proprietary spices and related food and drink, and more; and

In addition to the trade name and service mark "Official Fried Chicken Restaurant" and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; methods; designs; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and Trade Secrets and other Confidential Information; and the Operations Manual; and

We grant to qualified persons and business entities the right to own and operate an Official Fried Chicken Restaurant Business, as a franchisee, using the System and the Marks; and

You desire to operate an Official Fried Chicken Restaurant Business, have applied for the Franchise and such application has been approved by us in reliance upon all of the representations made herein and therein; and

You understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with the System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"**Affiliate**" means any business entity that controls, is controlled by, or is under common control with Franchisor.

"**Agreement**" means this Franchise Agreement and all instruments supplemental hereto or in amendment or confirmation hereof.

"**Competitive Business**" means any business that offers services the same as or similar to those provided by Official Fried Chicken Restaurant Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest.

"**Confidential Information**" means technical and non-technical information used in or related to the Official Fried Chicken Restaurant Franchise and not commonly known by or available to the public, including, without limitation, Trade Secrets, methods and products, customer services techniques and other techniques and methodologies not generally known to the industry or public, and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure per this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

"**Effective Date**" means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term.

"**Electronic Depository Transfer Account**" or "**EDTA**" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor.

"**Franchise**" means the right granted to Franchisee by Franchisor to use the System and the Marks.

"**Franchised Business**" or "**Business**" means the Official Fried Chicken Restaurant Business to be established and operated by Franchisee per this Agreement.

"**Franchisee**" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement.

"**Gross Revenues**" means all business revenue which Franchisee accrues during the operation of the Franchise, but excluding taxes collected from customers and paid to any taxing authority, tips collected from customers and paid to employees, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks given in good faith to customers.

"**Incapacity**" means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation.

"**Internet**" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web.

"**Marks**" means the service mark "Official Fried Chicken Restaurant" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with the Official Fried Chicken Restaurant Business.

"**Non-Traditional Restaurant Addendum**" shall mean an addendum to this Agreement negotiated and executed between the parties for a Non-Traditional Restaurant, which will set forth any deviations from the Agreement.

"**Non-Traditional Restaurant**" shall mean an Official Fried Chicken Restaurant which is or intended to be established, owned and operated in accordance with the System and in accordance with this Agreement as amended by the Non-Traditional Restaurant Addendum in a location such as an airport, train, bus or subway station, toll road facility, highway rest stop, stadium, arena, amusement park, fair, carnival, gas station, convenience store, hotel, motel, school, college or university, office building, ships, ports, piers, casinos, factory, hospital, big box retailers, building supply stores, warehouse club stores, shopping mall or food court and other similar retail facility, hospitals, military and other governmental facilities, institutional food service facilities or other non-traditional venues.

"**Operations Manual**" means the Official Fried Chicken Restaurant Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor.

"**Restaurant**" shall mean your Official Fried Chicken Restaurant which is or intended to be established and operated in accordance with this Agreement and the System.

"**System**" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of an Official Fried Chicken Restaurant Business.

"**Trade Secrets**" means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the operation of an Official Fried Chicken Restaurant Business that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED FRANCHISED BUSINESS

2.1 Grant

We hereby grant to you, upon the terms and conditions herein contained and subject to this Agreement, the right, license, and privilege to operate an Official Fried Chicken Restaurant Business, and you hereby accept a franchise under the terms and conditions stated here to operate a Business that has been assigned a protected territory as in Section 2.4 (referred to as the "Territory"). Along with the right to use solely in connection therewith our Names and Mark, Services, Products, its advertising and merchandising methods, and the System, as they may be changed or improved and/or further developed from time to time, only at the accepted location of your Business as in Section 2.2, and provided you shall adhere to the terms and conditions hereof.

It is understood and agreed that, except as expressly provided herein or in any other executed agreement, this franchise includes no right of you to sub franchise.

Except as provided in this Agreement, you shall be free to use the materials provided by us in the manner that you, in your sole and absolute discretion, deems most appropriate for the operation of an Official Fried Chicken Restaurant provided that you shall not violate any applicable law, regulation or provision of this Agreement in exercising such discretion.

2.2 Franchised Business

The street address or geographical description of the area for the Franchised Business (the "Accepted Location") is:

____

____

____

2.3 Sub-Franchising/Agents

You shall not sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, you shall not grant any person or entity the right to perform any part of your rights or obligations licensed hereunder.

2.4 Territory

The territory which is hereby granted to you shall be ____________________, at ____ (the "Territory"). You shall be prohibited from operating a franchise outside of the Territory without our prior written consent.

We may approve relocation of the Franchised Business if we feel that conditions have changed such that a relocation represents a sound business decision.

We would not normally grant to you approval to open an additional outlet within your territory, but may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate another territory.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an Affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit (but may accept) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory. We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

2.5 **Relocation**

If you want to relocate the Franchised Business, you must notify us in writing at least sixty (60) days prior to the relocation. We reserve the right to refuse to approve a proposed relocation if we believe for any reason that the proposed relocation is not acceptable.

Our judgment may be based on factors such as the proximity to existing or proposed locations owned by other franchisees or us, the suitability of the proposed facilities, compliance with our then current franchise location requirements, and the competitiveness within the marketplace or other factors.

3. FEES

3.1 **Franchise Fee**

Upon execution of this Agreement, you shall pay a fee (the "Franchise Fee") to us of Forty Thousand Dollars ($40,000). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is non-refundable. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as in this Agreement and for costs incurred by us including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 **Weekly Royalty Fee**

You shall pay to us without offset, credit or deduction of any nature, a monthly fee (the "Royalty Fee") equal to seven percent (7%) of Gross Revenues for the previous week. The Royalty Fee is due on each Tuesday for the sales week ending the immediately preceding Sunday and begins on the first Sunday after the Business is open for operation and continues for the duration the term of this Agreement. You will provide to us a Gross Revenues Report, as required by Section 12.2, for each week during the operation of the Franchise. If we require you to pay the Royalty Fees through electronic transfer as in Section 3.4, such reports shall instead be submitted to us via facsimile transmission, e-mail or intranet system.

3.3 **Taxes**

You shall be solely responsible for paying all sales, use excise, income, property, employment and other taxes imposed upon you with respect to your operation of the Business.

3.4 **Electronic Transfer**

We shall require all Royalty Fees, amounts due for purchases by you from us and other amounts due to us to be paid through an Electronic Depository Transfer Account ("EDTA"). At our request, you shall open and maintain an EDTA, and shall provide us with continuous access to such account for the purpose of receiving any payments due to us. You shall make deposits to the account sufficient to cover amounts owed to us prior to the date such amounts are due. You shall execute any documents we or your bank requires to establish and implement the EDTA. Once established, you shall not close the EDTA without our prior written consent.

3.5 **Late Fees**

All Royalty Fees, amounts due from purchases by you from us and other amounts not received by us within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where you are located, whichever is lower) from the date payment is due to the date payment is received by us. You shall pay us for all costs incurred by us in the collection of any unpaid and past due amounts due to us, including reasonable accounting and legal fees. This Section shall not constitute an agreement by us to accept any payments after the due date or a commitment by us to extend credit to or otherwise finance you.

3.6 **National Franchise Convention Fee**

You agree to pay to us One Thousand Dollars ($1,000) to attend the National Franchise Convention.

3.7 **Maintenance and Refurbishing of Business**

If, after we notify you, you do not undertake efforts to correct deficiencies in outlet appearance, then we can undertake the repairs and you must reimburse us.

3.8 **Insufficient Funds Fee**

You agree to pay to us Seventy-Five Dollars ($75) if any payment you owe is rejected due to insufficient funds in your EDTA, or if any other payment instrument you use is rejected for insufficient funds.

3.9 **Relocation Assistance**

If you need our assistance to relocate, you agree to pay to us our costs in providing such assistance.

3.10 **Software and POS**

You agree to pay the fees for such software and POS systems as we specify.

3.11 **Application of Payments**

Notwithstanding any designation by you, we shall have the right to apply any payments by you to any past due indebtedness of you for Royalty Fees, purchases from us or any other amount owed to us in any proportion or priority.

3.12 **Brand Development Fund**

You shall contribute a weekly fee (the “Brand Fee”) to the Brand Development Fee not to exceed one percent (1%) of Gross Revenues for the previous week. The Brand Fee is due on each Tuesday for the sales week ending the immediately preceding Sunday and begins on the first Sunday after the Business is open for operation and continues for the duration the term of this Agreement. The Brand Fee shall be paid in the same manner as the Royalty Fee under Section 3.2. You agree that we may use the Brand Development Fund to prepare advertising materials and administer national, regional and local advertising programs and public relations activities.

4. TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of ten (10) years from the Effective Date, unless sooner terminated according to this Agreement.

4.2 Successor Terms

Subject to the conditions below, you have the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with us for successive terms of ten (10) years each. To qualify for a successor franchise, each of the following pre-conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 You have, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

4.2.2 You have, at your expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects our then-current standards and specifications;

4.2.3 You have satisfied all monetary obligations owed by you to us (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4 You are not in default of any provision of this Agreement or any other agreement between you and us;

4.2.5 You have given written notice of its intent to operate a successor franchise to us not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.6 You have executed our then-current form of franchise agreement (or has executed other documents at our election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee; provided, however, that you shall not be required to pay the then-current Franchise Fee;

4.2.7 You have complied with our then-current qualifications for a new franchisee and have agreed to comply with any training requirements;

4.2.8 You have executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against us, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located; and

4.2.9 You have paid the renewal fee of twenty percent (20%) of the then current initial franchise fee.

5. FRANCHISED BUSINESS

5.1 Operation of Franchised Business

You shall operate the Franchised Business within the Territory from a fixed location (the "Premises"). You shall manage and administer the Franchised Business from the Premises, and shall maintain and store the books and records of the Franchised Business at its headquarters.

5.2 Failure to Develop Franchised Business

Should you fail to develop the Franchised Business, in accordance with the other provisions of this Section 5 and within three hundred (300) days after this Effective Date, we have the right to terminate this Agreement and retain all fees paid to us by you.

5.3 Opening

Before opening the Franchised Business and commencing business, you must:

(a) fulfill all of the obligations according to the other provisions of this Section 5;

(b) furnish us with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as we may request;

(c) complete initial training to our satisfaction;

(d) possess all required state, county, city, and local professional licenses and certifications;

(e) obtain all necessary state, county, city, and local permits and licenses;

(f) pay in full all amounts due to us;

(g) if you are a business entity, you have caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to us that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

(h) obtain our permission and approval of an opening date by us issuing a Store Opening Certificate in the form attached as Schedule 8. We shall not unreasonably withhold consent to open. Permission to open shall be based on our determination that you are ready to open and satisfactorily prepared to operate.

5.4 Failure to Open

Should you fail to commence operations of the Franchised Business within three hundred (300) days after the Effective Date, we have the right to terminate this Agreement. You must secure a location within forty-five (45) days. We shall have a period of ten (10) days to approve such location, and you must sign the lease within fifteen (15) days following our approval of such location. The lease must include language contained in the Lease Rider attached as Schedule 4 to this Agreement. If this Agreement is terminated according to this Section 5.4, we shall retain the entire Franchise Fee paid by you. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts by us up to the date of your failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

6. PROPRIETARY MARKS

6.1 Ownership

Your right to use the Marks is derived solely from this Agreement, is exclusive and is limited to the conduct of business by you according to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by us. Any unauthorized use of the Marks by you is a breach of this Agreement and an infringement of our rights in and to the Marks. Your use of the Marks, and any goodwill created thereby, shall inure to the benefit of us. You shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to you. You shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

You shall not use any Mark or portion of any Mark as part of any business entity name. You shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us. You shall give such notices of trademark and service mark registrations as we specify and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. You shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to you. You shall include on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an “Independently Owned and Operated Official Fried Chicken Restaurant Franchise” of yours.

6.3 Notification of Infringements and Claims

You shall immediately notify us in writing of any infringement, claim of infringement, unfair competition, or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. You shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge, or claim. However, you may communicate with your counsel at your expense. We are not required to take affirmative action when notified of these uses or claims. We have the sole right to control any administrative or judicial proceeding involving a trademark licensed by us. This Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorable to you. You shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation or other proceeding or to otherwise protect and maintain our interest in the Marks.

6.4 Indemnification for Use of Marks

We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark. At our option, we or our designee may defend and control the defense of any proceeding arising directly from your use of any Mark.

6.5 Discontinuance of Use

If we deem it necessary for you to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, you shall comply with our directions within ten (10) business days after notice to you by us and subject to the limitations in Section 10.2. We shall not be required to reimburse you for your expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by you to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that you are properly employing the Marks in the operation of the Franchised Business, we reserve the right to inspect the Franchised Business at any time without advanced notice.

6.7 Franchisor’s Sole Right to Domain Name

You shall NOT advertise on the Internet, or establish, create, or operate an Internet site or website using a domain name or uniform resource locator containing the Marks or any variation thereof without our written approval. We are the sole owner of a right, title, and interest in and to such domain names. We will provide contact information for your Franchised Business on its website.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Confidentiality of Trade Secrets and Other Confidential Information

You acknowledge that we shall disclose Trade Secrets and other Confidential Information to you during the training program, through the Operations Manual, and as a result of guidance furnished to you during the term of this Agreement. You shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing your duties during the term of this Agreement. You acknowledge that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. You acknowledge that the Trade Secrets and other Confidential Information are proprietary and are disclosed to you solely on the condition that you (and all holders of a legal or beneficial interest in your entity and all officers, directors, executives, managers and members of the professional staff of yours): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. You shall enforce this Section as to your employees, agents and representatives and shall be liable to us for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2 Additional Developments

All ideas, concepts, recipes, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for you or your owners or employees, shall be promptly disclosed to us and shall be deemed the sole and exclusive property of ours and works made-for-hire for us, and no compensation shall be due to you or your owners or employees therefore, and you hereby agrees to assign to us all right, title and interest in any intellectual property so developed. We have the right to incorporate such items into the System. To the extent any item does not qualify as a “work made-for-hire” for us, you shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to us and shall sign any assignment or other document as we request to assist us in obtaining or preserving intellectual property rights in the item. We shall disclose to you concepts and developments of other franchisees that are made part of the System. As we may reasonably request, you shall take all actions to assist our efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by you or not.

7.3 **Exclusive Relationship**

During the term of this Agreement, neither you, nor any officer, director, or owner of your, shall directly or indirectly, in the United States, offer products or services on behalf of a Competitive Business; divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

7.4 **Nondisclosure and Non-Competition Agreements with Certain Individuals**

We have the right to require any holder of a legal or beneficial interest in you, and any officer, director, executive, manager or member of the professional staff and all employees of yours to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2, upon execution of this Agreement or prior to each such person's affiliation with you. Upon our request, you shall provide us with copies of all nondisclosure and non-competition agreements signed according to this Section. Such agreements shall remain on file at the business of yours and are subject to audit or review as otherwise stated here. We shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5 **Reasonableness of Restrictions**

You acknowledge that the restrictive covenants contained in this Section are essential elements of this Agreement, and that without their inclusion we would not have entered into this Agreement. You acknowledge that each of the terms stated here, including the restrictive covenants, is fair and reasonable and is reasonably required for our protection, the System and the Marks.

8. TRAINING AND ASSISTANCE

8.1 **Initial Training**

Franchisor shall make an initial training program available to a total of two (2) employees of Franchisee (if applicable). Prior to the opening of the Franchised Business, the designated persons must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Business. Franchisor shall conduct the initial training program at a designated location. Franchisor shall not charge tuition or similar fees for initial training; however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 **Opening Assistance**

We provide site selection assistance to you to guide you in the selection of a location for your Franchised Business. We provide to you opening assistance and guidance to assist you with any questions you may have in operating and establishing the Franchised Business. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor’s then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Initial Training Program

If we determine that you are unable to satisfactorily complete the training program described above, we have the right to terminate this Agreement and retain the Franchise Fee. If you are a business entity and the Manager fails to complete the initial training program to our reasonable satisfaction, you may be permitted to select a substitute manager and such substitute manager must complete the initial training to our satisfaction. You will be required to pay us then-current rates for additional training or Five Hundred Dollars ($500) per day per person, whichever is greater, for providing the substitute manager an initial training program at our location, or our then-current rates for additional training or Five Hundred Dollars ($500) per day per person, whichever is greater, for training at your location (plus hotel, air fare and other expenses incurred by our trainer).

8.4 Ongoing Training

From time to time, we may provide and if we do, have the right to require that you attend ongoing training programs, seminars, conferences, conventions, or webinars during the term of this Agreement, at your expense of Five Hundred Dollars ($500) per person per day if ongoing training is at our location, or Five Hundred Dollars ($500) per person per day (plus hotel, air fare and other expenses incurred by our trainer) if ongoing training is at your location. We shall not require you to attend more than two (2) sessions in any calendar year. You shall be responsible for all travel costs, room and board and employees’ salaries incurred in connection with its attendance at such training.

9. OPERATIONS MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, we shall lend to you one (1) copy of the Operations Manual or grant you access to an electronic copy of the Operations Manual. You shall conduct the Franchised Business in strict accordance with the provisions in the Operations Manual. However, you are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

9.2 Revisions

We have the right to add to or otherwise modify the Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures, and rules prescribed by us; provided, however, that no such addition or modification shall materially alter your fundamental status and rights under this Agreement. We may make such additions or modifications without prior notice to you. You shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Operations Manual is up-to-date at all times. If a dispute as to the contents of the Operations Manual arises, the terms of the master copy of the Operations Manual maintained by us at our headquarters shall be controlling.

9.3 Confidentiality

The Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by you both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. You shall at all times ensure that its copy of the Operations Manual is available at the Franchised Business in a current and up-to-date manner. If the Operations Manual is in paper form or stored on computer-readable media, you shall maintain the Operations Manual in a secure manner at the Franchised Business; if the Operations Manual is in electronic form, you shall maintain the Operations Manual in a password-protected file. You shall only grant authorized personnel, as defined in the Operations Manual, access to the Operations Manual or any key, combination, or passwords needed for access to the Operations Manual. You shall not disclose, duplicate or otherwise use any portion of the Operations Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1 Uniformity

You shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules in this Agreement, the Operations Manual or other communications supplied to you by us.

10.2 Modification of the System

You recognize that from time to time, we may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. You agree to make all required upgrades and modifications at its expense as may be required by us; provided, however, that you shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to your initial investment to establish the Franchised Business during the initial term. If such additional investment is required to be made in the last year of the initial term, you may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. You acknowledge that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, you shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3 Variance

We have the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which we deem to be of importance to the successful operation of any particular Official Fried Chicken Restaurant Business. We shall not be required to disclose or grant to you a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Local and Grand Opening Advertising

You shall spend a monthly minimum of one percent (1%) of Gross Revenues on Local Advertising, based upon our guidelines. If you fail to spend the Local Advertising requirement, you will be required to pay the difference to the Brand Development Fund.

You shall spend One Thousand Dollars ($1,000) to Three Thousand Dollars ($3,000) to promote the opening of the Franchised Business, pursuant to our guidelines.

You may use your own advertising materials provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law.

11.2 Advertising Council and Cooperative Advertising

We do not have an advertising council composed of franchisees that advise us on advertising policies at this time, but reserve the right to form one in the future. We do not require you to participate in a local or regional advertising cooperative.

11.3 Internet Advertising

You are restricted from establishing a presence on, or marketing on the Internet without our written consent. We have an Internet website that provides information about the System and our franchises. All information posted on our website or any linked webpages must be approved by us before it is posted. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce, and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, social media pages and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, our website. You are not permitted to use a domain name containing our marks in the URL.

11.4 Brand Development Fund

You are required to contribute to the Brand Development Fund as provided in Section 3.12. The purpose of the Brand Development Fund is to support general recognition of the Franchised Businesses and the Brand. The Brand Development Fund will operate as follows:

11.4.1 We will have the right to direct all advertising, marketing, public relations, and other activities to promote, develop and enhance the Brand, with final discretion over strategic direction, creative concepts, the materials and endorsements to be used, and the geographic market and media placement. We may use the Brand Development Fund to pay costs and expenses as we determine in our sole discretion, including but not limited to: production of video, audio, written, online and mobile marketing materials; purchasing promotional items; sponsorship of sporting, charitable, or similar events; design, establishment, and maintenance of websites, social media, mobile applications and other electronic marketing; implementation of advertising programs, in-store promotions, direct mail, and media advertising; marketing and sales training; employing advertising agencies; conducting public relations, consumer research, product development, product testing, and test marketing programs; developing and implementing trade dress and design prototypes; fulfillment charges; salaries and expenses of employees of Franchisor and affiliates working for or on behalf of the Brand Development Fund; fees of accounting firms, design firms, public relations firms, consultants and ad agencies; legal fees for advertising preclearance, defense of false advertising claims, and defense of any claims made regarding our administration of the Brand Development Fund; other administrative costs and overhead incurred in activities related to the administration and activities of the Brand Development Fund; and interest on any monies borrowed by the Brand Development Fund.

11.4.2 We will make available to you any creative materials financed by the Brand Development Fund. If you request specific materials to be produced or customized for you, then once you approve the requested materials, you agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use.

11.4.3 We may seek the advice of franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Development Fund. We retain final authority on all programs financed by the Brand Development Fund. We have the right to incorporate, replace, change or dissolve the Brand Development Fund. If we decide to dissolve the Brand Development Fund, contributions to the Brand Development Fund will stop, but the Brand Development Fund will continue in existence until all remaining funds have been spent.

11.4.4 We will not be obligated, in administering the Brand Development Fund, to make expenditures for you that are equivalent or proportional to your contributions, or to ensure that any particular franchisee or Franchised Business benefits directly or pro rata from expenditures by the Brand Development Fund. You have no right to reduce or withhold contributions based on any alleged lack of benefits to the Franchised Business or based on failure by any other franchisee (with or without our permission) to make its contributions to the Brand Development Fund.

11.4.5 Nothing in this Agreement is intended or will be construed to impose a trust or fiduciary duty on Franchisor in connection with the Brand Development Fund, including, but not limited to, with respect to the collection of contributions, maintenance of the bank account, bookkeeping, and disbursement of monies from the Brand Development Fund. Except as expressly provided in this Section 11.4, we assume no direct or indirect liability or obligation to you with respect to maintenance, direction, or administration of the Brand Development Fund.

11.5 Promotional Campaigns

From time to time during the term hereof, Franchisor shall have the right to establish and conduct promotional or discount campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee agrees to participate in such rebates, giveaways, promotional or discount campaigns upon such terms and conditions as Franchisor may establish in accordance with all Applicable Laws, including minimum and maximum price policies and minimum advertised price policies. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Brand Development Fund). Franchisee must also provide those services and other items that Franchisor specifies on such terms and at such rates, including free-of-charge, as Franchisor may specify. Franchisee agrees to conduct all such promotional campaigns in accordance with such policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Manual, or as otherwise directed by Franchisor, and which presently includes offering one day of free chicken to consumers. Franchisee shall not use or publish any advertising material which does not conform to said policies and provisions.

12. ACCOUNTING, RECORDS, AND REPORTING OBLIGATIONS

12.1 **Records**

During the term of this Agreement, you shall maintain full, complete, and accurate books, records and accounts in accordance with the standard accounting system prescribed by us in the Operations Manual or otherwise in writing. You shall utilize an accounting software such as Quickbooks.com (or other approved accounting software) to manage its books. You shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by us or required by law.

12.2 **Financial Reports**

You shall maintain an accurate record of Gross Revenues and shall deliver to us electronically a signed and verified statement of Gross Revenues (“Gross Revenues Report”) for each Tuesday for the sales week ending the immediately preceding Sunday in a form that we approve or provide in the Operations Manual. The Gross Revenues Report for the preceding week must be provided to us by the close of business on the Thursday of each week as provided in Section 3.2. You shall maintain an accurate Profit and Loss statement and shall deliver to us electronically a signed and verified Profit and Loss statement (“P&L Report”) on or before the 10^{th} day of the month following the close of the previous month.

12.3 **Financial Statements**

You shall, at your expense, submit to us within thirty (30) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. You shall submit to us such other periodic reports in the manner and at the time specified in the Operations Manual or otherwise in writing.

12.4 **Other Reports**

You shall submit to us copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as we may reasonably request from time to time or as specified in the Operations Manual. We shall have the right to release financial and operational information relating to the Franchised Business to our lenders or prospective lenders. You shall certify as true and correct all reports to be submitted according to this Agreement.

12.5 **Computer and Surveillance Equipment**

You shall purchase, install and use computer equipment consisting of hardware and software in accordance with our specifications. We shall have full access to all of your computer, data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet. We shall have full access to any video or surveillance stream.

12.6 **Right to Inspect**

We or our designee has the right, during normal business hours without notice, to examine, copy, and audit the books, records and tax returns of yours. If the audit or any other inspection should reveal that any payments to us has been underpaid, then you shall immediately pay to us the amount of the underpayment. If the audit reveals an underpayment of two percent (2%) or more during the review period, you shall also pay interest from the date such amount was due until paid at the rate of one and one-half percent (1.5%) per month (or the rate legally allowed by the law of the state where you are located, whichever is lower) and you shall, in addition, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies we may have.

12.7 **Independent Access to Information**

We have, and you are required to, provide independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

12.8 **Release of Records**

Under Right To Inspect, at our request you shall authorize us and/or our direct third party(s), including accounting and legal professionals, to release to us all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenues, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to us on a monthly basis for the length of the unexpired term of this Agreement or until such time as we withdraw our request. You shall execute all documents necessary to facilitate the release of records referenced herein to us.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services, and Suppliers

13.1.1 You acknowledge that the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers. Accordingly, you shall provide or offer for sale or use at the Franchised Business only those services, with the greatest diligence and care by you, that we approve (and which are not thereafter disapproved) and that comply with our specifications and quality standards. If required by us, any such items or services shall be purchased only from us. We shall maintain inventory levels for all supplies offered solely by us at a level sufficient to ensure prompt delivery to all franchisees. You shall NOT offer for sale, sell or provide through the Franchised Business or from the Franchised Business any products or services that we have not approved. Furthermore, you must offer for sale all services and products currently offered by us or which will be offered by us in the future.

13.1.2 Notwithstanding anything contrary in this Agreement, we have the right to review from time to time its approval of any items or suppliers. We may revoke its approval of any item, service or supplier at any time by notifying you and/or the supplier. You shall, at your own expense, promptly cease using, selling or providing any items or services disapproved by us. The cost to review a new product or service as proposed by you shall not exceed One Thousand Dollars ($1,000) per product or service.

13.1.3 We have the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as we determine including, but not limited to, franchisee qualifications, test marketing and regional or local differences. We have the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors in Section 10.4 and shall not create any rights in you to provide the same products or services.

13.1.4 We have the right to retain volume rebates, markups, and other benefits from suppliers or in connection with the furnishing of supplies. You shall have no entitlement to or interest in any such benefits.

13.1.5 We shall provide you, in the Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services, and we may from time to time issue revisions to such list. If we or an Affiliate is an Approved Supplier, you shall execute a standard form purchase or supply agreement for the items to be supplied by us or our Affiliate. If you desire to utilize any products, services or new technology that we have not approved (for products and services that require supplier approval), you shall first send us sufficient information, specifications and samples for us to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. You shall bear all expenses incurred by us in connection with determining whether it shall approve an item, service or supplier, not to exceed One Thousand Dollars ($1,000). We will decide within a reasonable time (usually thirty [30] days) after receiving the required information whether you may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require us to approve any particular supplier, or to require us to make available to prospective suppliers, standards and specifications that we deem confidential.

13.2 Appearance and Condition of the Franchised Business

You shall maintain the service equipment, Premises and signage of the Franchised Business in "like new" condition, and shall repair or replace service equipment, the Premises and signage as necessary to comply with the health and safety standards and specifications of ours and any applicable laws or regulations. The expense of such maintenance shall be borne by you and shall be in addition to any required System modifications, as described in Section 10.2.

13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of you or your approved manager. You and/or your manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than forty (40) hours per week, not excluding vacation, sick leave and similar absences. You shall keep us informed, in writing, at all times of the identity of its manager. You must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4 Days of Operation

You shall keep the Franchised Business open for such days and hours as specified in the Operations Manual.

13.5 Contributions and Donations

In order to protect the Marks, you must obtain our prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). We may withhold any such consent in its sole and absolute discretion.

13.6 Licenses and Permits

You shall secure and maintain in force all required operational, land professional licenses, permits and certificates necessary for the operation of the Franchised Business, and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. We make no representation to you with regard to any legal requirements that you must satisfy or comply with in connection with the operation of the Franchised Business. You shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7 **Notification of Proceedings**

You shall notify us in writing of the commencement of any action, suit or proceeding involving you or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. You shall deliver to us not more than five (5) days after your receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects your failure to meet and maintain the highest applicable rating or your noncompliance or less than full compliance with any applicable law, rule or regulation.

13.8 **Compliance with Good Business Practices**

You acknowledge that the quality of customer service, and every detail of appearance and demeanor of you and your employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, you shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. You shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If we deem that you did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, we have the right to intervene and satisfy the customer. We have the right to terminate this Agreement for violation of this Section. You shall reimburse us for all costs incurred by us in servicing a customer of the Franchised Business according to this Section.

13.9 **Uniforms**

You shall abide by all uniform and dress code requirements stated in the Operations Manual or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets our specifications and quality standards for uniforms.

13.10 **Credit Cards**

You shall apply for and maintain systems for use of debit cards, credit cards, credit card vendors, loyalty and gift cards and other non-cash payment methods. You shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. The term “credit card vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

13.11 **E-Mail**

We will set up an email address for your benefit, using our information, methods, and trade name. We may charge a maintenance fee, which fee shall be communicated contemporaneous of our initiation of the alternative e-mail as mentioned in this section.

13.12 **Best Efforts**

You shall use your best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. You shall require all of your employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System.

13.13 **Gift and Loyalty Cards**

You are obligated to participate in our gift and loyalty card program. At our discretion, gift and loyalty cards will be made available by you for purchase and redemption at the Franchised Business. You will not create or issue any gift cards/certificates, and will only sell gift cards/certificates that have been issued or sponsored by us and that are accepted at all Official Fried Chicken Restaurants, and you will not issue coupons or discounts of any type except as approved by us.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 **General Advice and Guidance**

We shall be available to render advice, discuss problems, and offer general guidance to you by telephone and/or electronic correspondence, with respect to planning and operating the Franchised Business. We shall not charge for this service. Our advice or guidance to you relative to prices for products and services that, in our judgment, constitutes good business practice is based upon our experience and our franchisees in operating Official Fried Chicken Restaurant Businesses and an analysis of costs and prices charged for competitive products and services. Within range, you shall have the right to change/determine the price to be charged for a particular service by the Franchised Business at the time of sale (if necessary). Notwithstanding, you acknowledge and agree that we shall not be held liable for such advice; any decisions made by you, whether on its own accord or through suggestion from us is your sole and absolute responsibility.

14.2 **Periodic Visits**

We or our representative may make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. We may also accompany you and/or your employees along any job site visits, in order to monitor all business practices and better render any advice or opinions. We and our representatives who visit the Franchised Business or accompany you and/or your employees along job site visits may prepare, for the benefit of both us and you, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to you. You shall implement any required changes or improvements as required by us with time being of the essence.

15. INSURANCE

15.1 **Types and Amounts of Coverage**

At your sole expense, you shall procure within ten (10) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance as we may specify in the Operations Manual or otherwise and any other insurance as may be required by applicable law or by your Landlord or Lessor. All policies (except any workers' compensation insurance) shall expressly name us as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against us and our successors and assigns.

15.2 **Future Increases**

We have the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards, or other relevant changes in circumstances.

15.3 **Carrier Standards**

Such policies shall be written by an insurance company licensed in the state in which you operate and having at least an "A" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. Although A.M. Best groups "A" and "A-" in the same classification, we demand an "A" rating.

15.4 **Evidence of Coverage**

Your obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of this obligation relieve it of liability under the indemnity provisions in Section 21.3. Upon issuance of a policy and renewal of said policy, you shall provide to us, certificates of insurance showing compliance with the foregoing requirements within fifteen (15) days of your receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to us and shall reflect proof of payment of premiums.

15.5 **Failure to Maintain Coverage**

Should you not procure and maintain insurance coverage as required by this Agreement, we have the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to you, which charges, together with a reasonable fee for expenses incurred by us in connection with such procurement, shall be payable by you immediately upon notice.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

You may only terminate this Agreement upon (1) our mutual agreement; (2) non-renewal; or (3) a sale pursuant to the terms of this Agreement.

16.2 Termination by Franchisor

16.2.1 We have the right to terminate this Agreement, without any opportunity to cure by you, if you:

(a) fails to timely establish, equip, and commence operations of the Franchised Business according to Section 5;

(b) fails to satisfactorily complete any training program according to Section 8;

(c) fails to maintain all required professional licenses, permits, and certifications for a period exceeding five (5) business days;

(d) made any material misrepresentation or omission in its application for the Franchise or otherwise to us in the course of entering into this Agreement;

(e) is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect our reputation of Franchisor, Franchisee, or the Franchised Business;

(f) after notice to cure, fails to refrain from activities, behavior, or conduct likely to adversely affect the reputation of Franchisor, Franchisee, or the Franchised Business;

(g) discloses, duplicates, or otherwise uses in an unauthorized manner any portion of the Operations Manual, Trade Secrets, or any other Confidential Information;

(h) if required by, fails to have any holder of a legal or beneficial interest in you, and any officer, director, executive, manager or member of the professional staff and all employees of yours, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2, upon execution of this Agreement or prior to each such person’s affiliation with you or fails to provide us with copies of all nondisclosure and non-competition agreements signed according to Section 7.4 if requested by us;

(i) abandons, fails, or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by us), or, if first approved by us, fails to promptly relocate the Franchised Business or any other event rendering the Premises unusable;

(j) surrenders or transfers control of the operation of the Franchised Business without our approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in you, or fails or refuses to assign the Franchise or the interest in the Franchise of a deceased or incapacitated owner thereof as herein required;

(k) fails to maintain the Franchised Business under the primary supervision of an approved manager during the one hundred eighty (180) days following the death or Incapacity of you or any holder of a legal or beneficial interest in you according to Section 18.6;

(l) submits to us on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to us by more than two percent (2%) for any accounting period and you are unable to demonstrate that such understatements resulted from inadvertent error;

(m) becomes insolvent, meaning unable to pay bills as they become due in the ordinary course of business;

(n) misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

(o) fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, amounts due for purchases from us and any Affiliate, or other payment when due to us or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to you;

(p) violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees, or the public;

(q) engages in any activity exclusively reserved to us;

(r) fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

(s) breaches this Agreement three (3) times in a twelve (12) month period and/or fails (3) times in a twelve (12) month period to comply with mandatory specifications, customer service standards, or operating procedures prescribed in the Operations Manual, whether or not previous breaches or failures are cured;

(t) defaults under any other agreement between us (or any Affiliate) and you, such that we or our Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates; however, we may not terminate a Franchise Agreement that is already in place for a breach of the Area Development Agreement;

(u) performs Targeted Marketing in any geographic location outside of the Territory, whether or not such geographic location falls within another franchisee's territory or the territory of any other Franchisor-controlled business; or

(v) fails to refer business opportunities or offers received by third parties, if such business opportunities or offers would take place in any geographic location which falls under the territory of other franchisees, our associated businesses, or which are directly controlled by us.

16.2.2 Except as otherwise provided in Section 16.2.1, we have the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that you may avoid termination by curing such default or failure (or by providing proof acceptable to us that you have made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

(a) within five (5) days of receiving notice of your failure to pay any amounts due to us;

(b) within ten (10) days of receiving notice of your failure to maintain insurance as specified in Section 15 of this Agreement; or

(c) within thirty (30) days of receiving notice of any other default by you or upon your failure to comply with any mandatory specification, standard, or operating procedure prescribed in the Operations Manual or otherwise prescribed in writing.

16.3 **Reinstatement and Extension**

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, we may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to you without waiving any of our rights under this Agreement.

16.4 **Right of Franchisor to Discontinue Services to Franchisee**

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination according to Section 16.2.2, we have the right to suspend its performance of any of its obligations under this Agreement.

16.5 **Right of Franchisor to Operate Franchised Business**

Following the delivery of a notice of termination according to Section 16.2.2, if necessary in our discretion, we shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as you correct the breach. We may charge a management fee as stated in the Operations Manual from time to time, currently equal to Five Hundred Dollars

($500) per person per day, and we shall be entitled to reimbursement of any expenses we incur that are not paid out of the operating cash flow of the Franchised Business.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to you shall terminate and you shall:

(a) immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of ours;

(b) cease to use the Trade Secrets or other Confidential Information, the System and the Marks, including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms, and any other items which display or are associated with the Marks;

(c) take such action as may be necessary to cancel or assign to us, at Franchisor's option, any assumed name or equivalent registration filed with state, city, or county authorities which contains the name "Official Fried Chicken Restaurant" or any other confusingly similar Mark, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

(d) pay all sums owing to us and any Affiliate. In the event of termination for any default of yours, such sums shall include, but not be limited to, all damages, costs, and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate, or bankruptcy proceedings, unpaid Royalty Fees, loss of future Royalty Fee payments incurred by us as a result of any early termination of this Agreement, and any other amounts due to us or any Affiliate;

(e) pay to us all costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

(f) immediately return to us the Operations Manual, Trade Secrets, and all other Confidential Information, including records, files, instructions, brochures, agreements, disclosure statements, and any and all other materials provided by us to you relating to the operation of the Franchised Business (all of which are acknowledged to be our property);

(g) assign all telephone listings and numbers for the Franchised Business to us and shall notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at our direction; and

(h) comply with all other applicable provisions of this Agreement.

17.2 **Post-Termination Covenant Not to Compete**

17.2.1 You acknowledge that the restrictive covenants contained in this Section and in Section 17 are fair and reasonable.

17.2.2 Except as otherwise approved in writing by us, neither you, nor any holder of a legal or beneficial interest in you, nor any officer, director, executive, manager or member of the professional staff of yours, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly:

(a) offer Competitive Business services located or operating (a) at or within a twenty-five (25) mile radius of the Franchised Business, or (b) within a twenty-five (25) mile radius of any other Official Fried Chicken Restaurant Business in existence at the time of termination or expiration, or (c) any other business owned or operated by the Franchisor in existence at the time of termination or expiration;

(b) solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisor to terminate or modify his, her or its business relationship with us or to compete against us; or

(c) In furtherance of this Section, we have the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Schedule 2.

17.3 **Unfair Competition**

If you operate any other business, you shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute our rights in the Marks. You shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with us. This Section is not intended as an approval of your right to operate other businesses and in no way is it intended to contradict Sections 17, 17.1 or 17.2. You shall make such modifications or alterations to the Franchised Business (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between us or the System and any business subsequently operated by you or others at the Franchised Business. You shall make such specific additional changes to the Franchised Business as we may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If you fail or refuse to comply with the requirements of this Section, we have the right to enter upon the Franchised Business for the purpose of making or causing to be made such changes as may be required, at your expense, which expense you shall pay upon demand.

17.4 **Franchisor’s Option to Purchase Certain Business Assets**

We have the right (but not the obligation), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including improvements, service tools and equipment, supplies and other inventory or equipment. The purchase price shall be equal to the assets' book value. If we elect to exercise this option to purchase, it has the right to set off all amounts due from you under this Agreement, if any, against the purchase price.

17.5 **Survival of Certain Provisions**

All obligations of us and you, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1 **Transfer by Franchisor**

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by us and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of ours, the assignee shall assume our obligations hereunder and we shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 **Transfer by Franchisee to a Third Party**

The rights and duties of you as in this Agreement, and the Franchise herein granted, are personal to you (or your owners), and we have entered into this Agreement in reliance upon your personal or collective skill and financial ability. Accordingly, neither you nor any holder of a legal or beneficial interest in you may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the assets of the Franchised Business or any part or all of the ownership interest in you without the prior written approval of us. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If you are in compliance with this Agreement, our consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

(a) You have complied with the requirements in Section 19;

(b) all obligations owed to us, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

(c) you (and any transferring owners, if you are a business entity) have executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against us, including our officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of your interest herein or to the transfer of your ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, you shall give the maximum release allowed by law;

(d) the prospective transferee has satisfied us that it meets our management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as we may require to demonstrate ability to conduct the Franchised Business;

(e) the transferee and, if we require, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

(f) the transferee has executed a general release, in a form the same as or similar to the General Release attached as Schedule 1, of any and all claims against us and our officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by you;

(g) you have provided us with a complete copy of all contracts and agreements and related documentation between you and the prospective transferee relating to the intended sale or transfer of the Franchise;

(h) you, or the transferee, has paid to us, before the transaction is completed, a transfer fee in the amount of fifty percent (50%) of the then current initial Franchise Fee, if the Franchise is being sold, transferred, or assigned to a third party;

(i) the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by us;

(j) the transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state, and local laws, rules, ordinances, and requirements applicable to the transfer have been complied with or satisfied;

(k) you have, and if you are an entity, all of the holders of a legal and beneficial interest in you have executed and delivered to us a nondisclosure and non-competition agreement in a form satisfactory to us and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17; and

(l) the transferee agrees that it shall complete, to our satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business.

18.3 **Transfer to a Controlled Entity**

18.3.1 If you wish to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by you ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of you, our consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

(a) the Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

(b) you or all holders of a legal or beneficial interest in your entity all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

(c) all obligations of your to us or any Affiliate are fully paid and satisfied; provided, however, that neither you nor the Controlled Entity shall be required to pay a transfer fee as required according to Section 18.2(h);

(d) the Controlled Entity has entered into a written agreement with us expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, you have obtained such written consent and provided the same to us prior to our consent;

(e) all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with us jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to us and the performance by the Controlled Entity of all the obligations of this Agreement;

(f) each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

(g) you pay to us a transfer fee in the amount of Two Thousand Five Hundred Dollars ($2,500); and

(h) copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to us. Any amendment to any such documents shall also be furnished to us immediately upon adoption.

18.3.2 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3 our consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims we may have against the transferor or the transferee, nor shall it be deemed a waiver of our right to demand compliance with the terms of this Agreement.

18.4 **Franchisor's Disclosure to Transferee**

We have the right, without liability of any kind or nature whatsoever to you, to make available for inspection by any intended transferee of you all or any part of our records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. You hereby specifically consents to such disclosure by us and shall release and hold us harmless from and against any claim, loss or injury resulting from an inspection of our records relating to the Franchised Business by an intended transferee identified by you.

18.5 **For-Sale Advertising**

You shall NOT, without our prior written consent, place in, on or upon the area of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6 **Transfer by Death or Incapacity**

Upon the death or Incapacity of you (if you are an individual) or any holder of a legal or beneficial interest in you (if you are a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in you to a third party approved by us. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets our management qualifications.

Following such a death or Incapacity of such person as described in this Section 18.6, if necessary in our discretion, we shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by us. We shall be given access to the Franchised Business, even if located within your or your Designated Manager's principal residence, and shall not be held liable for trespass or any related tort. We may charge a management fee as stated in the Operations Manual from time to time, currently equal to Five Hundred Dollars ($500) per person per day, and we shall be entitled to reimbursement of any expenses we incur that are not paid out of the operating cash flow of the Franchised Business.

19. RIGHT OF FIRST REFUSAL

19.1 **Submission of Offer**

If you, or any of your owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity according to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in you or any ownership interest in the Franchise granted hereunder, you shall obtain and deliver a bona fide, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to us, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of you or any of your owners.

19.2 **Franchisor's Right to Purchase**

We shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to you, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to you. We have the right to substitute cash for the fair market value of any form of payment proposed in such offer. Our credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to you of our intent to exercise this right of first refusal, we shall have up to sixty (60) days to close the purchase. We shall be entitled to receive from you all customary representations and warranties given by you as the seller of the assets or such ownership interest or, at our election, such representations and warranties contained in the proposal.

19.3 **Non-Exercise of Right of First Refusal**

If we do not exercise our right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by you or any of your owners, subject to our prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to us, our right of first refusal shall renew and be implemented in accordance with this Section.

19.4 **Sales or Transfers to Family Excepted**

If you propose to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in you or any ownership interest in the Franchise granted hereunder to a member of your (or there owners') family, then the terms and conditions of this Section shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve you from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family according to this Section.

20. BENEFICIAL OWNERS OF FRANCHISEE

You represent, and we enter into this Agreement in reliance upon such representation, that the individual(s) identified in Schedule 6 is/are the sole holder(s) of a legal or beneficial interest (in the stated percentages) of you.

21. RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make you an agent, legal representative, joint-venturer, partner, employee, servant, or independent contractor of ours for any purpose whatsoever. You may not represent or imply to third parties that you are an agent of ours, and you are in no way authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the term of this Agreement, and any extension or renewal hereof, you shall hold yourself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business according to a franchise from us. You shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which we have the right to specify. Under no circumstances shall we be liable for any act, omission, contract, debt, nor any other obligation of yours. We shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business by you. Any third-party contractors and vendors retained by you to convert or construct the premises are independent contractors of you alone.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties.

21.3 Indemnification

You shall hold harmless and indemnify us, any Affiliate, all holders of a legal or beneficial interest in us and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon your (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between you and us (or an Affiliate); (d) defamation of us or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4 Right to Retain Counsel

You shall give us immediate notice of any such action, suit, demand, claim, investigation, or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. We have the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, we have the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in our sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of your insurers to refuse to pay a third-party claim, all cause of action and legal remedies you might have against such insurer shall automatically be assigned to us without the need for any further action on either party's part. Under no circumstances shall we be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against you. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by us from you. You agree to not be a party to class action suit against you or any of your Affiliates under any circumstances.

22. GENERAL CONDITIONS AND PROVISIONS

22.1 **No Waiver**

No failure by us to exercise any power reserved to it hereunder, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Waiver by us of any particular default by you shall not be binding unless in writing and executed by us and shall not affect nor impair our right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by us of any payment(s) due shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

22.2 **Injunctive Relief**

As any breach by you of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to us, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, we shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, without the necessity of posting security or bond and you shall be responsible for our reasonable attorneys' fees incurred in pursuing the same. Our right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.7. Our rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

22.3 **Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to us at the following address, or at such other address as we may provide:

OFC Franchising LLC
Attn.: CEO
5100 West 36th Street, Unit #16043
Minneapolis, MN 55416

22.4 **Cost of Enforcement or Defense**

If we are required to enforce this Agreement in a judicial or arbitration proceeding, if it is the prevailing party, it shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

22.5 **Unlimited Guaranty and Assumption of Obligations**

All holders of a legal or beneficial interest in you of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Schedule 3, through which such holders agree to assume and discharge all of your obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6 **Approvals**

Whenever this Agreement requires the prior approval or consent of us, you shall make a timely written request to us for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. We make no warranties or guarantees upon which you may rely, and assumes no liability or obligation to you or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7 **Entire Agreement**

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

22.8 **Severability and Modification**

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement.

Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable, or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9 **Construction**

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10 **Force Majeure**

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 **Timing**

Time is of the essence. Except as in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 **Withholding Payments**

You shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to us or to an Affiliate. You shall not withhold or offset any amounts, damages or other monies allegedly due to you against any amounts due to us. No endorsement or statement on any payment for less than the full amount due to us will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and we have the right to accept and cash any such payment without prejudice to our right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. We have the right to apply any payments made by you against any of your past due indebtedness as we deem appropriate. We shall set off sums we owe to you against any unpaid debts owed by you to us.

22.13 **Further Assurances**

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 **Third Party Beneficiaries**

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than us or you, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15 **Electronic Mail**

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("Official Senders") to you during the term of this Agreement. You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders'' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement. The consent given in this Section 22.15 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 22.3 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

22.16 **Multiple Originals/Electronic Signatures**

The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

23. DISPUTE RESOLUTION

23.1 **Choice of Law**

Except as to claims governed by federal law, Minnesota law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph. And the local law where the Franchised Business is located shall govern with respect to any questions related to enforceability of non-compete provisions.

23.2 **Jurisdiction and Venue**

You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Minneapolis, Minnesota.

23.3 **Jury Waiver**

In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

23.4 **Class Action Waiver**

You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

23.5 **Limitation of Damages**

You and us each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. You waive and disclaim any right to consequential damages in any action or claim against us concerning this Agreement or any related agreement. In any claim or action brought by you against us concerning this Agreement, your contract damages shall not exceed and shall be limited to refund of your Franchise Fee and Royalty Fees.

23.6 **Limitation of Actions**

You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

23.7 **Prior Notice of Claims**

As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

23.8 **Internal Dispute Resolution**

You must first bring any Claim to our President, after providing notice as in Section 23.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

23.9 **Mediation and Arbitration**

Before you may bring any Claim against us, you agree to try for a period of sixty (60) days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

23.10 **Waiver of Bond**

You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

23.11 **Attorney Fees**

If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

23.12 **Third Party Beneficiaries**

Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Dispute Resolution provisions contained herein.

24. ACKNOWLEDGMENTS

24.1 **Receipt of this Agreement and the Franchise Disclosure Document**

You represent and acknowledge that you have received, read and understand this Agreement and our Franchise Disclosure Document; and that we have accorded you ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering our Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

24.2 **Consultation by Franchisee**

You represent that you have been urged to consult with your own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. You represent that you have either consulted with such advisors or have deliberately declined to do so.

24.3 **True and Accurate Information**

You represent that all information in any and all applications, financial statements, and submissions to us is true, complete, and accurate in all respects, and you acknowledge that we are relying upon the truthfulness, completeness, and accuracy of such information.

24.4 **Risk**

You represent that you have conducted an independent investigation of the business contemplated by this Agreement and acknowledge that, like any other business, an investment in an Official Fried Chicken Restaurant Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of you. We make no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 **No Guarantee of Success**

You represent and acknowledge that you have not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. You represent and acknowledge that there have been no representations by our officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 **No Violation of Other Agreements**

You represent that your execution of this Agreement will not violate any other agreement or commitment to which you or any holder of a legal or beneficial interest in you is a party.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

OFC Franchising LLC	**[FRANCHISEE]**
	________________________________
By: ______________________________	By: ______________________________
Print Name: ________________________	Print Name: ________________________
Title: _____________________________	Title: _____________________________

SCHEDULE 1 TO THE FRANCHISE AGREEMENT
GENERAL RELEASE

THIS RELEASE is made and given by ____ ("Releasor"), with reference to the following facts:

1. Releasor and OFC Franchising LLC ("Releasee") are parties to one or more franchise agreements.

2. The following consideration is given:

   _______ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

   _______ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

   _______ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

   ____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, officers, directors, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.

4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

   > 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.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1

through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

7. Releasor agrees to comply with all of its applicable post-termination or post-transfer obligations (as the case may be) in the Franchise Agreement described above.

Releasor:	**Releasee:** **OFC Franchising LLC**
By:________________________________	By:________________________________ _____________________, President
Printed Name:________________________	Date:________________________________
Title:_______________________________	

SCHEDULE 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This Nondisclosure and Non-Competition Agreement (this "Agreement") made as of the ____ day of ______________, 20____, is by and between_________________________________ ___________________________ ("Franchisee," "we," "us," or "our"), and ____("Individual," "you," or "your").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _______________, 20__ (the "Franchise Agreement") by and between Franchisee and the Franchisor, OFC Franchising LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) products and services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings stated here, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

(a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, recipes compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Official Fried Chicken Restaurant Business that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to Official Fried Chicken Restaurant that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure according to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

(c) Any information expressly designated by Company or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

(a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential according to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

(b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in an Official Fried Chicken Restaurant Business.

3. Non-Competition

(a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, divert or attempt to divert any business or customer of Franchisee or the Company to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's service mark "Official Fried Chicken Restaurant" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with Official Fried Chicken Restaurant or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of an Official Fried Chicken Restaurant business.

(b) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, offer Competitive Business services anywhere within a twenty-five (25) mile radius of any Official Fried Chicken Restaurant location without the express written consent of Franchisee and the Company.

(c) During the term of Individual's relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any business associate of Franchisee, Company or any other Official Fried Chicken Restaurant Business to compete against, or terminate or modify his, her or its business relationship with, Franchisee, Company or any other Official Fried Chicken Restaurant Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms stated here, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation, and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and/or Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Dispute Resolution

(a) **Choice of Law.** Except as to claims governed by federal law, the local law where the Franchised Business is located governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

(b) **Jurisdiction and Venue.** You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters.

(c) **Jury Waiver.** In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

(d) **Class Action Waiver.** You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

(e) **Punitive Damages Waiver.** As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

(f) **Limitation of Actions.** You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

(g) **Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

(h) **Internal Dispute Resolution.** You must first bring any Claim to our CEO, after providing notice as in Section 6(g) above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

(i) **Mediation and Arbitration.** Before you may bring any Claim against us court, you agree to try for a period of sixty (60) days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county of our headquarters in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

(j) **Waiver of Bond.** You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

(k) **Attorney Fees.** If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

7. Miscellaneous

(a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

(b) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

(c) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

(d) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

(e) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

(f) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or

Company of this Agreement.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

FRANCHISEE:

By: ________________________________

Its: ________________________________

INDIVIDUAL:

Signature: ___________________________

Name Printed: _______________________

SCHEDULE 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this day of____________, 20 , by ________________________________.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated ____________ herewith ("Agreement") by OFC Franchising LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ____________________________ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7, and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

<u>Successors and Assigns; Death of Guarantor</u>. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations

created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Franchisor's state of formation (without giving effect to principles of conflicts of law).

Dispute Resolution. You agree to be bound by the Dispute Resolution provisions found in Section 23 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Guaranty and the dealings of the parties hereunder.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR	**PERSONAL GUARANTOR**
______________________________	______________________________
Personally and Individually (Printed Name)	Personally and Individually (Printed Name)
______________________________	______________________________
Personally and Individually (Signature)	Personally and Individually (Signature)
HOME ADDRESS	HOME ADDRESS
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
TELEPHONE NO.: ______________	TELEPHONE NO.: ______________
PERCENTAGE OF OWNERSHIP IN FRANCHISEE: ________%	PERCENTAGE OF OWNERSHIP IN FRANCHISEE: ________ %

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____

____

____

TELEPHONE NO.: ______________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ________%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____

____

____

TELEPHONE NO.: ______________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ________ %

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____

____

____

TELEPHONE NO.: ______________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ________%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

HOME ADDRESS

____

____

____

TELEPHONE NO.: ______________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: ________ %

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

LEASE ADDENDUM

Landlord	
Landlord Name:	
Landlord Address:	
Landlord Phone Number:	

Franchisor	
Franchisor Name:	OFC Franchising LLC
Franchisor Address:	5100 West 36th Street, Unit #16043 Minneapolis, MN 55416
Franchisor Phone Number:	612-314-5995

Tenant	
Tenant Name:	
Address of Leased Premises:	
Date of Lease:	

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of an Official Fried Chicken Restaurant business (or any name authorized by Franchisor).

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

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease, subject to Landlord's approval in its reasonable discretion. To exercise this option, Franchisor must notify Landlord within ten (10) days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Landlord and Tenant consent to allow Franchisor to assume any existing term of the Lease (the "Assumption"), provided that any and all defaults have been cured and all payments due under the Lease are current, and to enter into a written agreement providing for such Assumption. In the event of an Assumption, Landlord will deliver possession of the Leased Premises to Franchisor free and clear of any rights of the Tenant or any third party. Landlord further consents to give Franchisor the right, following the Assumption, to assign its interest in the Lease or to sublet the Leased Premises to another franchisee of Franchisor with reasonable consent from the Landlord.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of Franchisor's brand, subject to Landlord's approval in its reasonable discretion.

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

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises within ten (10) days of such expiration or termination, to take any such actions as may be consistent with its rights under this Lease Addendum or to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols.

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

Executed by:

LANDLORD:

____

By: ____
Name: ____
Title: ____

TENANT:

____

By: ____
Name: ____
Title: ____

FRANCHISOR:

OFC Franchising LLC

By: ____
Name: ____
Title: ____
Date: ____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT

ACH PAYMENT AGREEMENT

Corporate Address:
OFC Franchising LLC ....
5100 West 36th Street, Unit #16043
Minneapolis, MN 55416

I (we) hereby authorize OFC Franchising LLC (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it. Please print.

Company Name ____

A/C Holder Name ____

Address ____

Name of Financial Institution ____

Address of Financial Institution - Branch, City, State, & Zip ____________________________

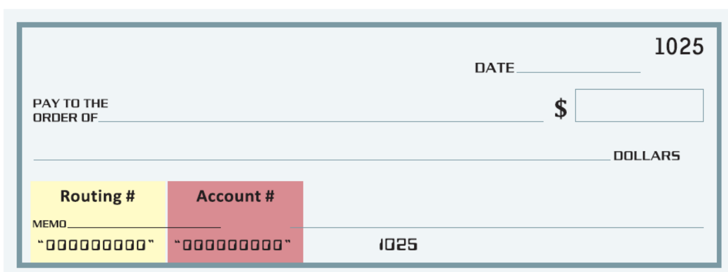
Financial Institution Routing Number: ____

Checking/Savings Account Number: ____

Recurring Royalty Charge: last day of each month

Recurring Material Charge: NET 10 days

[IMAGE OF CHECK HERE SHOWING ROUTING NUMBER AND ACCOUNT NUMBER]



Signature

____

Date ____

SCHEDULE 6 TO THE FRANCHISE AGREEMENT
HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; OFFICERS; DIRECTORS

Holders of Legal or Beneficial Interest:

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Officers and Directors:

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

Name: ___________________________________
Position/Title: _____________________________
Home Address: _____________________
____
____
Telephone No.: _____________________
E-mail address: _____________________
Percentage of ownership: _____%

SCHEDULE 7 TO THE FRANCHISE AGREEMENT
STORE OPENING CERTIFICATE

Whereas, the Franchisee named below has demonstrated competence in the Official Fried Chicken Restaurant System and has designed, built-out and outfitted its store in accordance with Official Fried Chicken Restaurant Standards.

OFC Franchising, LLC hereby approves the opening of franchised "Official Fried Chicken Restaurant #__ to be located at:

____

____

Owned and Operated By:

______________________________	______________________________
Name of Franchisee	Operating Partner

This Certificate issued this ___day of ______________________, 20__.

OFC Franchising LLC

By: ___________________________________

Print Name: ___________________________

Title: _________________________________

This Certificate is not valid unless countersigned above by an authorized representatives of OFC Franchising LLC

SCHEDULE 8 TO THE FRANCHISE AGREEMENT

STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Section 16.2 is deleted and in its place are substituted the following:

16.2.1 Termination by Us Without Right to Cure. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 16.2.2 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

16.2.2 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

The following text is added to the Franchise Agreement:

"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."

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

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

3. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement, along with the compensation requirements.

4. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act **or any other law of Illinois** is void.

6. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any term of any other document executed in connect with the franchise.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

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

2. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. A Release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The Franchise Agreement is amended to also provide: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

6. 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.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ____________________________	By: ____________________________
Print Name: _____________________	Print Name: _____________________
Title: __________________________	Title: __________________________

MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

The franchisor defers the receipt of the initial franchise fee until the franchised business is open.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
  Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a Release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.
  Also, a court will determine if a bond is required.

  Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

NORTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a Release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

> "Covenants not to compete are generally considered unenforceable in the State of North Dakota."

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

> "You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

4. North Dakota law governs any cause of action arising out of the franchise agreement.

5. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

6. The franchise agreement is modified to also state that the franchisor defers the receipt of the initial franchise fee until all initial obligations owed to the franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee is open for business.

OFC Franchising LLC	**[FRANCHISEE]**
	________________________________
By: ______________________________	By: ______________________________
Print Name: _______________________	Print Name: _______________________
Title: _____________________________	Title: _____________________________

RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

OFC Franchising LLC	**[FRANCHISEE]**
	________________________________
By: ____________________________	By: ____________________________
Print Name: _____________________	Print Name: _____________________
Title: __________________________	Title: __________________________

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT AND
ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under

any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee

of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

2. The Franchise Agreement is amended to also include the following language:

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________

EXHIBIT C

OPERATIONS MANUAL TABLE OF CONTENTS

OPERATIONS MANUAL
TABLE OF CONTENTS

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

OFC Franchising LLC

Official Fried Chicken Restaurant
AREA DEVELOPMENT AGREEMENT

OFC Franchising LLC
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is made this day of ___________ ______, 20__ by and between **OFC Franchising LLC**, a Minnesota limited liability company ("we" or "us"), and ________________________ ("developer" or "you").

RECITALS

You desire to develop and operate several franchised locations and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

We grant to you, under the terms and conditions of this Agreement, the right to develop and operate **NUMBER (#)** of franchised locations (each a "Location", and collectively, the "Locations") within the territory described on Appendix A ("Development Territory").

2. DEVELOPMENT FEE

You must pay a Development Fee as described below:

As consideration for the rights granted in this Agreement, you must pay us the Initial Franchise Fee stated in the Franchise Agreement at the time you sign this Agreement for the first territory to be developed under this Agreement and one-half of the Initial Franchise Fee for each subsequent Location to be developed under this Agreement.

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for the first Location must be paid at the time of execution of this Agreement, together with the execution by you of the Franchise Agreement for the first Location. The balance of the Initial Franchise Fee for each subsequent Location is due upon entering into a Franchise Agreement for each additional Location.

3. DEVELOPMENT SCHEDULE

You agree that you shall sign our then current franchise agreement, have an approved Location, and be open for business in each territory according to the Development Schedule in Appendix B ("Development Schedule"). Our then current franchise agreement may contain different or additional terms than those set forth in any franchise agreement signed concurrently with this Area Development Agreement. Time is of the essence for the development of each Location in accordance with the Development Schedule.

4. DEFAULT AND TERMINATION

If you fail to meet or satisfy the timing in the above Development Schedule, we may give you written notice of the default and if such default is not cured within thirty (30) days after notice of the default, we may terminate your rights to develop any territories as to which you have breached the above Development Schedule. Also, this Agreement terminates if and when no Franchise Agreement is in place between the parties.

You agree that for our consideration in allowing the Development Schedule set forth above, we may keep as non-refundable all initial franchise fees and Development Fee you may have paid to us at any time.

5. RELATION TO FRANCHISE AGREEMENT

This Agreement forms a part of the Franchise Agreement entered into at or about the same time as this Agreement and is subject to the terms of such Franchise Agreement, to the extent such terms are not inconsistent with the terms of this Agreement.

6. GUARANTY

The Guarantors on the signature page below guarantee all of the obligations of the Developer in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

Franchisor
OFC Franchising LLC

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Developer

____
By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Guarantors
By: ______________________________
Name: ____________________________
Date: _____________________________

By: ______________________________
Name: ____________________________
Date: _____________________________

By: ______________________________
Name: ____________________________
Date: _____________________________

APPENDIX A

DEVELOPMENT TERRITORY

Your Development Territory shall consist of the area ____
____
____.

APPENDIX B

DEVELOPMENT SCHEDULE

Location Number	Date by Which Franchise Agreement Must be Signed	Opening Date	Cumulative Number of Locations Operating in Territory by the Date in the Preceding Column
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

<u>APPENDIX C</u>
TO THE AREA DEVELOPMENT AGREEMENT

STATE ADDENDA TO THE AREA DEVELOPMENT AGREEMENT

ILLINOIS ADDENDUM
TO THE AREA DEVELOPMENT AGREEMENT

If any of the terms of the Area Development Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Area Development Agreement.

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

3. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement, along with the compensation requirements.

4 Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ________________________	Print Name: ________________________
Title: ______________________________	Title: ______________________________

MARYLAND ADDENDUM
TO THE AREA DEVELOPMENT AGREEMENT

If any of the terms of the Area Development Agreement are inconsistent with the terms below, the terms below control.

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

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The Area Development Agreement is amended to also provide: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

6. 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.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ________________________	Print Name: ________________________

Title: ______________________________ Title: ______________________________

MINNESOTA ADDENDUM
TO THE AREA DEVELOPMENT AGREEMENT

If any of the terms of the Area Development Agreement are inconsistent with the terms below, the terms below control.

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

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

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

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

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

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

  Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

OFC Franchising LLC	**[FRANCHISEE]**
	______________________________
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ___________________________	Title: ___________________________

WASHINGTON ADDENDUM
TO THE AREA DEVELOPMENT AGREEMENT AND
ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under

any grounds permitted under state law.

8. <u>Certain Buy-Back Provisions</u>. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. <u>Fair and Reasonable Pricing</u>. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. <u>Waiver of Exemplary & Punitive Damages</u>. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. <u>Franchisor's Business Judgement</u>. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. <u>Indemnification</u>. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. <u>Attorneys' Fees</u>. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. <u>Noncompetition Covenants</u>. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. <u>Nonsolicitation Agreements</u>. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee

of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

OFC Franchising LLC	**[FRANCHISEE]**
	________________________________
By: ____________________________	By: ____________________________
Print Name: _____________________	Print Name: _____________________
Title: __________________________	Title: __________________________

EXHIBIT E

FINANCIAL STATEMENTS

OFC Franchising, LLC

(A Minnesota Limited Liability Company)

Balance Sheet with Report of Independent Auditors
As of May 7, 2026

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DA ADVISORY GROUP
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

To the Members of
OFC Franchising, LLC:

Opinion
We have audited the accompanying financial statement of OFC Franchising LLC (the Company), a Minnesota limited liability company, which comprise the balance sheet as of May 7, 2026, and the related notes to the financial statement.

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of the Company as of May 7, 2026, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after May 21, 2026.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS will 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 financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the 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 financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Company'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
May 21, 2026

OFC Franchising, LLC
BALANCE SHEET
As of May 7, 2026

ASSETS		
Current assets:		
Cash and cash equivalents	$	100,003
Total current assets		100,003
Total assets	$	100,003
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:	$	-
Total current liabilities		
Members' equity		100,003
Total liabilities and members' equity	$	100,003

see accompanying notes

OFC Franchising, LLC
NOTES TO THE FINANCIAL STATEMENT
May 7, 2026

1. Organization

OFC Franchising, LLC (the "Company") is a Minnesota limited liability company formed under and pursuant to Minnesota law. The Company was formed on December 11, 2025, for the purpose of providing franchising opportunities for their unique fried chicken.

As of May 7, 2026, total member contributions were $100,003, and distributions were $0.

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates
The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. As of May 7, 2026, the cash balance was $100,003 and did not exceed the insured limit.

Fair value of financial instruments
The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1 Inputs based on quote prices in active markets for identical assets and liabilities.
Level 2 Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities: quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
Level 3 Unobservable inputs based on little market or no market activity which are significant to the fair value of the assets and liabilities.

2. Summary of significant accounting policies and nature of operations (continued)

The Company's material financial instruments consist of primarily cash and cash equivalents, accounts receivable and accrued liabilities. The fair values of these instruments is equal to their carrying values based on liquidity. The fair value measurement of these assets is categorized as Level 1.

Income taxes

The Company filed an election with the Internal Revenue Service to be treated as a flow-through entity for all taxable years. Therefore, the Company is not subject to corporate income tax, and all taxable income or loss will pass through to the Member of the Company.

3. Subsequent events

Subsequent events have been evaluated through May 21, 2026, which is the date the financial statements were available to be issued. There were no subsequent events noted impacting the financials of the Company as of the balance sheet date.

EXHIBIT F-1

LIST OF CURRENT FRANCHISEES

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

State:

N/A

Franchise Agreement Signed But Outlet Not Yet Open (as of December 31, 2025):

N/A

EXHIBIT F-2

FORMER FRANCHISEES

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NONE

EXHIBIT G

FRANCHISEE DISCLOSURE QUESTIONNAIRE

Not to be used as to any franchise sale in or to residents of CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]

You and we are preparing to enter into a Franchise Agreement. This Acknowledgement is to determine whether any statements or promises were made to you that we did not authorize or are untrue, inaccurate or misleading, to ensure you have been properly represented, and that you understand the limitations on claims you may make relating to your franchise. **You cannot sign or date this Acknowledgement the same day as the Receipt for the Franchise Disclosure Document. You must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses.

Yes__ No__ 1. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

Yes__ No__ 2. Do you understand all the information contained in the Franchise Agreement?

Yes__ No__ 3. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes__ No__ 4. Do you understand all the information contained in the Franchise Disclosure Document?

Yes__ No__ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 6. Do you understand the risks of developing and operating this franchise?

Yes__ No__ 7. Do you understand that your investment involves substantial business risks and that there is no guarantee that your business will be profitable?

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

Yes__ No__ 9. Do you acknowledge that the success of your franchise in large part relies upon your ability as an independent business person and your active participation in the day to day operation of the business?

Yes__ No__ 10. Do you agree that no employee or other person speaking on our behalf has made any statement, promise, or agreement, that is contrary to or different from what is stated in the Franchise Disclosure Document and Franchise Agreement?

Yes__ No__ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue you will generate, that is not contained in Item 19 of the Franchise Disclosure Document or that is contrary to, or different from, the information contained in Item 19 of the Franchise Disclosure Document, and that you have not made a decision to purchase your franchise based on any such representations?

Yes__ No__ 12. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning this franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law or Washington Franchise Investment Protection Act.

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.

By signing below, you are representing that you have responded truthfully to the above questions.

[Not to be signed as to any franchise sale in or to residents of CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]

____

Name of Applicant (please print)

____

Signature

Date: ____________________________

Explanation of any negative responses (Refer to Question Number):

EXHIBIT H

MULT-STATE ADDENDUM TO THE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

Item 3 of the Disclosure Document is amended by adding the following paragraph:

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

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

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

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60-day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

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

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A

WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.officialfriedchicken.com.

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

The highest interest rate allowed by law in California is ten percent (10%) annually.

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

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

HAWAII ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

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

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Disclosure Document.

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

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement, along with the compensation requirements.

5. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement.

6. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any term of any other document executed in connection with the franchise.

MARYLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. Item 17.u. is modified to also provide, "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

5. 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.

MINNESOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

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

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

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

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

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Item 6 of the Disclosure Document is modified to reduce the fee for insufficient funds to $30.

NEW YORK ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE, CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Jurisdiction and Venue: The provisions concerning choice of law and jurisdiction and venue are hereby deleted and in their place is substituted the following language:

"You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

WAIVER OF EXEMPLARY & PUNITIVE DAMAGES: ANY WAIVER OF PUNITIVE DAMAGES WILL NOT APPLY TO NORTH DAKOTA FRANCHISEES.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Item 17(u) of the Disclosure Document is modified to provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from the franchisee's place of business.

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.

RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROHIBITS A FRANCHISEE TO BE RESTRICTED IN CHOICE OF JURISDICTION OR VENUE. TO THE EXTENT ANY SUCH RESTRICTION IS PURPORTED TO BE REQUIRED BY US, IT IS VOID WITH RESPECT TO ALL FRANCHISEES GOVERNED UNDER THE LAWS OF RHODE ISLAND.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.h. is modified to also provide:

   Under Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for a default or termination stated in the franchise agreement and/or area development agreement does not constitute "reasonable cause," as the term may be defined in the Virginia Retail Franchising Act or the law of Virginia, that provision may not be enforced.

WASHINGTON ADDENDUM
TO THE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any

such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

2. Item 17 is modified to also provide:

   If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT I

STATE EFFECTIVE DATES

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

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

State	**Effective Date**
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	Pending
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT J

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If OFC Franchising 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 and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement or pay any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

If OFC Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed on Exhibit A.

The franchisor is OFC Franchising LLC located at 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416. Its telephone number is 612-314-5995.

The issue date of this Disclosure Document is May 21, 2026.

The following is the name, principal business address, and telephone number of the franchise seller offering the franchise:

X	Jared Brewington, 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416	612-314-5995
X		

OFC Franchising LLC authorizes the respective state agencies identified in Exhibit A to receive service of process for it in the particular state.

I have received a Disclosure Document dated May 21, 2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement
    Schedule 1-General Release
    Schedule 2-Nondisclosure and Non-Competition Agreement
    Schedule 3-Unlimited Guaranty and Assumption of Obligations
    Schedule 4-Lease Addendum
    Schedule 5-ACH Payment Agreement
    Schedule 6-Holders of Legal or Beneficial Interest in Franchisee; Officers; Directors

Schedule 7-Store Opening Certificate
Schedule 8-State Addenda to the Franchise Agreement

C. Operations Manual Table of Contents
D. Area Development Agreement
Appendix A-Development Territory
Appendix B-Development Schedule
Appendix C-State Addenda to the Area Development Agreement
E. Financial Statements
F-1 List of Current Franchisees
F-2 List of Former Franchisees
G. Franchisee Disclosure Questionnaire
H. State Addenda to the Disclosure Document
I. State Effective Dates
J. Receipts

Signed:________________________________ Individually	________________________________ Street Address (domicile)
________________________________ Name (Please Print)	________________________________ City or Town/State/Zip Code
Dated:________________________________	
Signed:________________________________ Individually	________________________________ Street Address (domicile)
________________________________ Name (Please Print)	________________________________ City or Town/State/Zip Code
Dated:________________________________	

and as officer(s), partner(s) or member(s) of ____, a ________________ (corporation) (partnership) (limited liability company) and any other prospective franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

Please sign, date, and return this copy to us at OFC Franchising LLC, 5100 West 36th Street, Unit #16043, Minneapolis, MN 55416.

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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 agreements carefully.

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Signed:______________________________	______________________________
Individually	Street Address (domicile)
______________________________	______________________________
Name (Please Print)	City or Town/State/Zip Code
Dated:______________________________	
Signed:______________________________	______________________________
Individually	Street Address (domicile)
______________________________	______________________________
Name (Please Print)	City or Town/State/Zip Code
Dated:______________________________	

and as officer(s), partner(s) or member(s) of ____, a _______________ (corporation) (partnership) (limited liability company) and any other prospective franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.