FRANCHISE DISCLOSURE DOCUMENT

Doc Popcorn Franchising L.L.C.
An Oklahoma Limited Liability Company
910 South 5th Street
Paducah, Kentucky 42003
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ng L.L.C. offers you the opportunity to operate a business that provides popcorn and related items including soft drinks, bottled water, and other products to the general public from mobile units, kiosks and retail stores.

~~The total investment necessary to begin operation of a Doc Popcorn® Mobile Poperating franchise ranges from $73,500 to $154,550 including $45,659 to $77,774 that must be paid to us or our affiliates.~~ The total investment necessary to begin operation of a fixed Doc Popcorn® PopKiosk ~~franchise~~franchised business ranges from $~~127,659~~175,000 to $~~335,039, including~~376,050. This includes $~~110,659~~139,500 to $~~209,489~~205,000, that must be paid to ~~us or our~~the franchisor or its affiliates. The total investment necessary to begin operation of a fixed Doc Popcorn® PopShop ~~franchise~~franchised business ranges from $~~153,659~~184,500 to $~~424,539, including~~413,550. This includes $~~110,659~~102,500 to $~~234,489~~228,000, that must be paid to ~~us or our~~the franchisor or its affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Stephen C. Heisner at email, stehei@dippindots.com, 910 South 5th Street, Paducah, Kentucky 42003, (270) 575-6990.

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

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

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

Issuance Date: January 16 as amended ~~February 16~~March 26, 2024

events and in other retail locations ("Dippin' Dots® Franchises") throughout the United States. As of September 30, 2023, there were approximately 247 active Dippin' Dots® Franchises. We have not and are not offering to sell Dippin' Dots® Franchises under this Disclosure Document. DDF is a limited liability company organized in the State of Oklahoma, and its principal place of business is the same as ours.

We and DDF each offer co-branded franchise opportunities that are comprised of both Doc Popcorn® Franchises and Dippin' Dots® Franchises. Co-franchisors will receive a franchise Disclosure Document from each of us and DDF and will be required to execute a franchise agreement with us for their Doc Popcorn® Franchise and with DDF for their Dippin' Dots® Franchise. There were 41 co-branded Doc Popcorn/Dippin' Dots® Franchises as of September 30, 2023.

Franchises for directors of regional support ("DRS") (also known as an area, regional or master developer franchise) were previously offered. A DRS is responsible for identifying potential franchise operators in the DRS Territory and providing training, site selection assistance and ongoing support to franchise operators located in the DRS Territory. We are not currently offering DRS franchises.

Our agents for service of process in certain states are identified in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Except as described above, neither we nor our parent or affiliates provide products or services to our franchisees or have engaged in any other line of business or offered or offer franchises in any other line of business.

The Franchise

Franchised Businesses sell fresh, flavored popcorn made from our proprietary flavor blends ("Doc Popcorn Blends") in our proprietary packaging, and soft drinks, bottled water and other approved products ("Doc Popcorn Products"). You must sign our franchise agreement, which is attached to this Disclosure Document as Exhibit B ("Franchise Agreement").

Franchised Businesses may be operated from ~~mobile self-contained units,~~ non-traditional fixed-location kiosks~~,~~ and retail stores, each having the right to offer mobile/catering services. You will choose the type of Franchised Business when you sign your first Franchise Agreement on the "Unit Rider" attached to the Franchise Agreement. Any reference to "Franchised Businesses" shall include both mobile and fixed location Franchised Businesses unless we expressly state otherwise.

All Franchised Businesses are operated under the Marks using our unique and proprietary system and related methods of doing business and proprietary method of preparing, marketing and selling Doc Popcorn Products ("System"). You must operate the Franchised Business in accordance with the System and our proprietary operating manuals.

~~*Mobile Franchised Businesses*~~

~~We refer to mobile Franchised Businesses as "Mobile Poperating Units." We currently offer one Mobile Poperating Unit, the "Modular PopCart." The Modular PopCart is a fully mobile, self-contained NSF® approved unit with its own portable water system, popcorn popper and storage drawers. We have two other Mobile Poperating Units under development: a "PopTrailer" and a "PopTruck." Mobile Poperating Units are usually operated at activities including fairs, sporting events, conventions, rodeos, festivals, trade shows, grand openings and seminars ("Events") but may also be operated from permanent, fixed sites located~~

~~in strip centers, schools, office buildings, hospitals, airports, colleges, health clubs, auditoriums, arenas, and concert and sports venues. Additionally, included in the "Mobile Poperating Units" model is a smaller and nimbler catering module (catering 2.0).~~

~~*Fixed Location Franchised Businesses*~~

We offer ~~three~~two types of fixed location Franchised Businesses ("Fixed Poperating Units"): (1) "PopKiosk," and (2) "PopShops~~,~~" ~~and (3) a Mobile Poperating Unit that is operated as a fixed location Franchised Businesses (~~"Permanent Mobile Poperating Units"). Fixed Poperating Units may be located in malls, airports, rest stops and other high traffic venues. PopKiosks are typically between 160 and 350 square feet and PopShops are typically between 300 and 1,200 square feet. ~~Additionally, included in~~Each of the ~~"~~Fixed Poperating Units~~" model is a smaller and nimbler~~ allows you to provide mobile/catering ~~module (catering 2.0)~~services with the same equipment as used with the Fixed Poperating Units.

Market and Competition

Franchised Businesses sell their products to the general public. Franchised Businesses are not seasonal in nature. While the market for flavored popcorn is continuing to develop in consumer product recognition and popularity, the market for snacks and confections and other food and beverage products served in a mobile dining atmosphere is competitive and well-developed. The casual dining industry is highly competitive and is often affected by changes in eating habits of the public, by local and national conditions affecting spending habits, and by population and traffic patterns. Franchised Businesses will compete with other local businesses, as well as many local, regional and national restaurant chains, grocery stores, street vendors and other food service businesses offering similar products. You will face competition from other independent businesses, franchises and national companies offering similar services as your franchise. You may face competition from other franchisees, from other outlets that we own, or from other channels of distribution or competitive brands that we control.

Regulations

Franchised Businesses are subject to all of the laws, codes and regulations normally applicable to retail businesses. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which (a) establish general standards, specifications and requirements for the construction, design and maintenance of the ~~Mobile Poperating Units and~~ Fixed Poperating Units; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; special health; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free," and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. Any person who drives a PopTruck must have a valid driver's license and each of your PopTrucks must be properly licensed. The requirements for these licenses may vary, depending on your location. The following laws may also apply to the operation of your Franchised Business:

Federal Laws: The United States Department of Agriculture and the Food and Drug Administration regulate the manufacture, labeling and distribution of food products. Examples of other federal laws affecting many small businesses are wage and hour, occupational health and safety, equal employment opportunity, taxes, hazardous materials communication to employees, hazardous waste and environmental, and the Americans with Disabilities Act.

State Laws: State regulations may govern the storage, handling and serving of food and the operations of a temporary event food service location and/or mobile concession trailer. Most states require a food handler's license and possibly a hawkers or peddlers license for the ~~operation of your Mobile Poperating Units~~offer of mobile/catering services. Examples of other state laws affecting many small businesses include environmental, occupational health and safety, fire, taxes, health, and building and construction laws.

Local Laws: Your Franchised Business is subject to local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover the following issues: requiring employees to take a test and obtain a license as a food service worker, having accessible sinks and/or bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, and refrigeration, among other things. Certain city or town clerks in the communities you plan to service may have additional licensing requirements. Local laws may cover the same topics as federal and state laws. Examples of other local laws affecting many small businesses include, but are not limited to, health and sanitation, building codes, fire codes, permits, and waste disposal.

ITEM 2
BUSINESS EXPERIENCE

Stephen C. Heisner, Vice President of Administration

Mr. Heisner has served as the Vice President of Administration since July 2022. Mr. Heisner had served as the Senior Vice President for DDF and DPF from October 2021 to July 2022, operating out of Paducah, KY. Prior to that, Mr. Heisner served as the Vice President of Administration and Human Resources for DDF from November 2012 to October 2021 and for DPF from July 2014 to October 2021.

Martin Azambuya, Director - Franchise Sales

Mr. Azambuya has served as our Director - Franchise Sales for DPF and DDF since December 2023, operating out of ~~Paducah~~Weehawken, ~~KY~~NJ. Prior to that, operating out of ~~Paducah~~Weehawken, ~~KY~~NJ, Mr. Azambuya served as DPF's and DDF's (a) Director - Brand Sales and Support from July 2022 to November 2023; and (b) Managing Director/COO from January 2017 to July 2022.

Tammy Isom, Franchise Development Manager

Ms. Isom has served as Franchise Development Manager for DPF and DDF since November 2022, operating out of Paducah, KY. From January 2017 to November 2022, Ms. Isom served as Tradeshow and Sales Supervisor for DDL, operating out of Paducah, KY.

Adam Timothy Gross, Vice President of Sales

Mr. Gross has served as Vice President of Sales for DDL, DP, DDF and DPF since July 2022, operating out of Paducah, KY. Prior to that, Mr. Gross had served as Vice President of Sales and Marketing for DDL, DP, DDF and DPF from October 2021 to July 2022, operating out of North East, Maryland. Prior to that, Mr. Gross has served as Senior Director of Sales – Core Business for DDL, DP, DDF and DPF from December 2014 to October 2021, operating out of North East, Maryland.

The Initial Franchise Fee is due in full upon signing of the Franchise Agreement. The Initial Franchise Fee is uniform and non-refundable except if we, in our sole discretion, determine that you have not successfully completed your initial training. If this occurs, we may terminate the Franchise Agreement and refund 50% of the Initial Franchise Fee to you within 30 days of termination. You will be required to enter into a general release as a condition to getting the refund.

Discount for Concurrent Purchases of Multiple Franchise Systems

If you are purchasing a Doc Popcorn® Franchise from us and a Dippin' Dots® Franchise from DDF, you will receive a one-time 25% discount from your Initial Franchise Fee for your Doc Popcorn® Franchise. We are not offering you a Dippin' Dots® Franchise under this Disclosure Document; Dippin' Dots® Franchises are offered under a separate franchise Disclosure Document from DDF.

U.S. Veterans Franchise Discount

If you are a current member of the US Armed Forces or an honorably discharged U.S. Veteran and have provided us with sufficient proof in the form we reasonably require, you will receive a one-time 15% discount from your Initial Franchise Fee for your first Doc Popcorn® Franchise.

Initial Training Fee

We will provide initial training for up to two individuals at our support center in Paducah, Kentucky for no fee ("PopTraining Program"). If more than two individuals attend the PopTraining Program, you must pay a training fee of $75 per additional individual. You must pay all travel and living expenses associated with the PopTraining Program for all of your personnel attending the PopTraining Program. If you cancel your attendance at the PopTraining Program, you must pay us a cancellation fee of $500.

Other Initial Fees

You are required to make the following payments to DP before you begin operating your Franchised Business, depending on the type of Franchised Business you choose to operate:

Type of Franchised Business	Type of Fee (Note 1)	Amount
~~All Mobile Poperating Units~~	~~The Modular PopCart (Note 4)~~	~~$22,500 - $27,500~~
	~~Modular PopCart Accessories (Note 5)~~	~~$0-$20,785~~
	~~Opening Inventory (Note 6)~~	~~$0 - $5,000~~
	~~Catering 2.0 Module (Note 7)~~	~~$8,159 - $9,489~~
PopKiosk	Equipment/Décor (Note ~~1~~2)	$20,000 - $45,000
	Construction (Note ~~2~~3)	$~~63,500~~100,000 - $130,000
	Opening Inventory (Note ~~3~~4)	$4,000 - $~~10,000~~15,000
	~~Catering 2.0 Module (Note 7)~~	~~$8,159 - $9,489~~
PopShop	Equipment/Décor (Note ~~1~~2)	$20,000 - $70,000
	Construction (Note ~~2~~3)	$63,500 - $130,000

Type of Franchised Business	Type of Fee (Note 1)	Amount
	Opening Inventory (Note ~~3~~4)	$4,000 - $~~10,000~~13,000
	~~Catering 2.0 Module (Note 7)~~	~~$8,159 - $9,489~~

Notes:

1. Unless otherwise noted, all of the amounts outlined in this table are nonrefundable.

2. ~~1.~~ This estimate ~~involves~~includes the furniture, fixtures and equipment you will need to open your fixed PopKiosk or PopShop~~. These fees are nonrefundable~~ (as applicable).

3. ~~2.~~ The cost incurred to construct a Fixed Poperating Unit will depend on a large number of factors that will vary by the location for the Fixed Poperating Unit, the region of the country where your Franchised Business is located, and the costs incurred to run necessary electrical and water lines. If you will operate from a PopKiosk, the new PopKiosk will be purchased from DP at an estimated cost of $~~55,000 to $65,000~~100,000. The PopKiosk will incur shipping costs of $2,500 to $5,000 and installation costs of $6,000 to $12,000. The highest end of this estimate, $130,000, represents the high estimate for the costs of construction of a PopShop. ~~The fees paid to Franchisor are nonrefundable.~~

4. ~~3.~~ You are required to purchase a designated initial inventory of Doc Popcorn® flavorings and bags for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us (designated suppliers may include our affiliates). We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are not included in this estimate. The ~~fees paid to Franchisor are nonrefundable.~~high end assumes that you will need additional opening inventory to provide mobile/catering services prior to opening. The low end assumes that you will not need to purchase additional opening inventory for the provision of mobile/catering services prior to opening. If you choose to offer mobile/catering services, you may, but are not required to, purchase a PopCart and certain accessories for the PopCart. The vast majority of franchisees do not purchase these items and we advise that you do not need to purchase these items.

~~4. You must purchase your PopCart from DP. Shipping costs for the PopCart are included in this estimate and vary depending on type of unit and delivery destination and are estimated to range from $0 to $5,000. The low estimate represents the cost of a PopCart with $0 shipping and the high end represents the PopCart with a $5,000 shipping expense. The fees paid to Franchisor are nonrefundable.~~

~~5. Franchisees may, but are not required, to purchase accessories for their PopCart. These include a PopCart cover, a warmer cover, additional sinks and a fridge base. These fees are nonrefundable.~~

~~6. You are required to purchase a designated initial inventory of Doc Popcorn® flavorings, tins, bags, butter and miscellaneous supplies for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us. We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate. The fees paid to Franchisor are nonrefundable.~~

~~7. You are required to purchase the following items of the Catering 2.0 Module: 16 oz. Catering Popper, Popper Case/ Stand, Catering 2.0 Cart, Pole Bag, Table Top Transport Bag, and the Doc Popcorn® Tiki Bar. The DP Catering 2.0 "Lollipop" sign is optional. Shipping is not included.~~

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty(1)(2)	6% of Gross Revenue	Due on the 10th day of each month for Gross Revenue from the preceding month	Gross Revenue is defined in Note 2.
Advertising Fund (Previously known as Brand Building Fund)	1% of Gross Revenue	Same as Royalty	We reserve the right to require you to pay up to 2% of Gross Revenue upon 30 days' written notice to you. The Advertising Fund is discussed in Item 11.
Technology Fee	$65 per month	Due on the 7th of each month	This fee covers your software, email, database access, social media hosting, website hosting and other services. We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in the Doc Popcorn® Franchise or in the event that our suppliers increase their prices to us for any such technology.
Point of Sale Fee	Up to $79 per month	Monthly	This fee is payable directly to the Point of Sale vendor, NCR Silver or Square.
~~Supplies and Equipment Purchases~~	~~$1,000 to $5,000~~	~~As incurred~~	~~Payable to us or our affiliates (or other authorized suppliers) for supplies and equipment used in the operation of your Doc Popcorn® Franchise, some of which may be required purchases, and others may be optional.~~
Loyalty Rewards Program Fee	We currently do not charge this fee	Due on the 7th of each month	We may implement a rewards program for Doc Popcorn® Franchises. When implemented, you will be required to pay a monthly and per-use fee to our approved supplier which we estimate at this time to be $50 per month and $.02 per mobile text message sent through this program.
Additional Training/Assistance	Then-current charge (up to $500 per day, not including travel and living expenses)	As incurred	We provide additional training or assistance upon your reasonable request. We may also require you to attend and successfully complete additional training if we determine it appropriate or necessary. We will determine the location of additional training. If

Type of Fee	Amount	Due Date	Remarks
			interest rate.
Late Fee	$100 per occurrence	As incurred	We may charge you a late fee of $100 for any late payments, insufficient payments, or failure to deliver reports when required.
Unauthorized Advertising Fee	$500 per occurrence	Upon demand	This fee is payable to us or, if established, the Advertising Fund, if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Legal Costs, including attorney's fees, and Professional Fees	~~Will vary under circumstances~~Our actual fees and costs incurred	As incurred	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement or in connection with a transfer of your Franchised Business to a related entity. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement or at the time we approve a transfer of your Franchised Business to a related entity.
Indemnification	~~Will vary under circumstances~~Our actual expenses and losses incurred	As incurred	You must pay for any expenses or losses that we or our representatives incur related in any way to your Franchised Business.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between $1,000 and $12,000)	On demand	You will be required to pay this if an inspection or audit is made necessary by your failure to provide reports or supporting records as required under the Franchise Agreement, if you fail to provide those reports or records on a timely basis, or if an audit reveals that you understated weekly Gross Revenue by more than 2%.
Non-Sufficient Funds Fee	The lesser of (1) $50 per occurrence and 2.5% of the amount requested or (2) the highest amount allowed by state law	As incurred	Payable if any check, credit card or electronic funds payment is not successful due to insufficient funds, stop payment, or any similar event.
Payment Service Fees	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required we may charge a service charge of up to 4% of the total charge.
Promotional Materials Fee	~~Varies depending on merchandise~~No less than $250 per promotion	As incurred	We may put together promotional packages that will include specific promotional materials. You are required to participate in any such promotion. We estimate each package to cost

Type of Fee	Amount	Due Date	Remarks
			approximately $250 per promotion. We may require you to participate in one charity program per year, which may exceed this amount for the promotional materials.
Custom Advertising Fee	Actual costs plus 20% administration fee	As incurred	If you elect to purchase custom advertising materials developed by us or our affiliates, you will be required to pay this fee to cover set-up and art charges or pay directly to a third party vendor that we select and approve.
Customer Satisfaction Reimbursement	~~Varies under circumstances~~Our actual fees and costs incurred in resolving issues	As incurred	We may, in our sole discretion, remedy any issues with customers of your Franchised Business, including full reimbursement of any fees paid to you. You are required to reimburse us for any such fees.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	As incurred	Payable if we inspect a new product, service or proposed supplier nominated by you.
Insurance Fee	Costs of insurance plus costs of procurement	On Demand	Payable to us you fail to obtain required insurance and we, in our discretion, obtain insurance on your behalf. You must reimburse us the actual cost of the applicable insurance policies, plus our reasonable expenses incurred in obtaining the insurance.
Web Interface Design Fee	Will vary under the circumstances	As incurred	If we approve of your operation of a website, we may require you to use a central web page designer of our choosing and require you to pay to us or our affiliates an initial and monthly web interface design fee.
Annual Meeting Non-Attendance Fee	$1,000	On Demand	Payable if you or your designee is unable to attend the Annual Meeting to be held at different locations and times from year to year. Circumstances may be presented to apply for relief of this fee at the sole discretion of Senior Management of Franchisor

Notes:

1. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via Electronic Funds Transfer ("EFT") or other similar means. You are required to complete the EFT Authorization (in the form attached to this Disclosure Document as Exhibit C.4.). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the

Franchise Agreement. The voting power of all outlets, including franchisor-owned outlets, on any fees imposed by franchisee cooperatives are one per unit. Franchisor-owned outlets do not have controlling voting power.

2. "Gross Revenue" means the total selling price of all products and services sold at, from or through your Doc Popcorn® Franchise and all income of every other kind and nature related to its Doc Popcorn Business, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue does not include: (i) the amount of any tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority; and (ii) all customer refunds, valid discounts, and coupons, and credits made by the Doc Popcorn Business (these exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts).

3. Interest begins from the date of non-payment and continues until all outstanding amounts are paid in full. "Prime Rate" is the announced base rate applicable to corporate loans in the Wall Street Journal.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

~~A. All Mobile POPerating Units~~

~~Type of Expenditure~~	~~Amount~~		~~Method of Payment~~	~~When Due~~	~~To Whom Payment is to be Paid~~
	~~Low~~	~~High~~			
~~Initial Franchise Fee~~[(1)]	~~$15,000~~	~~$15,000~~	~~Lump Sum~~	~~When you sign the Franchise Agreement~~	~~Us~~
~~Travel and Living Expenses~~[(2)]	~~$1,000~~	~~$3,550~~	~~As incurred~~	~~At Training~~	~~Third Parties~~
~~Equipment/Décor~~[(3)]	~~$22,500~~	~~$27,500~~	~~Lump Sum~~	~~When purchased~~	~~DP~~
~~Opening Inventory~~ [(4)]	~~$4,000~~	~~$10,000~~	~~As incurred~~	~~As incurred~~	~~Supplier/DP~~
~~Computer System~~ [(5)]	~~$3,000~~	~~$6,000~~	~~Lump Sum~~	~~Prior to Making Your First Sale~~	~~Third Parties~~
~~Miscellaneous Opening Costs~~ [(6)]	~~$3,000~~	~~$12,500~~	~~As incurred~~	~~As incurred~~	~~Third Parties~~
~~Payroll Expenses~~[(7)]	~~$20,000~~	~~$40,000~~	~~As incurred~~	~~As incurred~~	~~Self-Payment, Employees~~
~~Additional Funds – 3 Months~~ [(8)]	~~$5,000~~	~~$40,000~~	~~As incurred~~	~~As incurred~~	~~Third Parties~~
~~TOTAL Mobile Poperating Units~~ [(9)]	~~$73,500~~	~~$154,550~~	-	-	-

~~**Notes:**~~

~~These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. None of the fees payable to us are refundable except for part of the Initial Franchise Fee under specific circumstances described in Item 5. Fees paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them.~~

~~1. The Initial Franchise Fee is $15,000 for each Franchise. Initial Franchise Fees are paid when you sign your Franchise Agreement. Once you open additional Franchised Businesses, you will incur the costs listed in this Item 7 at the time you open the additional Franchised Businesses. These costs may increase in the future depending on when you open the additional Franchised Businesses. You may be eligible for one of several discounts, the highest being 25%, if you meet the eligibility requirements described in Item 5 of this Disclosure Document.~~

~~2. You are responsible for all travel and lodging expenses that you incur during your initial training. This amount varies depending on how far you are from our training center. This estimate assumes two (2) people will attend training.~~

~~3. You must purchase your Modular PopCart from DP or its affiliates, including DDL. Shipping costs for the Modular PopCart are included in this estimate and vary depending on type of unit and delivery destination and are estimated to range from $0 to $5,000. The low estimate represents the cost of a Modular PopCart with $0 shipping and the high end represents the Modular PopCart with a $5,000 shipping expense. Franchisees may, but are not required, to purchase accessories for their Modular PopCart. These include a Modular PopCart cover, a warmer cover, additional sinks and a fridge base.~~

~~You will also need a trailer to transport the Modular PopCart to the Events. The low end assumes that you will rent a trailer for the first three (3) months of operation and the high end assumes that you are purchasing a trailer. You will need a suitable vehicle to tow the trailer. You may use a vehicle that you currently own provided that: (1) the vehicle is in good condition with no major dents or scratches or body damage; (2) has the appropriate Doc Popcorn® branding; and (3) we approve it prior to use. We reserve the right to revoke a vehicle approval should the vehicle no longer meet these minimum standards. The low estimate assumes that you are using a vehicle that you currently own and the high end of the estimate provides up to three (3) months of lease payments on either a 36-month or a 48-month lease for one vehicle.~~

~~4. You are required to purchase a designated initial inventory of Doc Popcorn® flavorings, tins, bags, butter and miscellaneous supplies for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us. We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate.~~

~~5. This figure includes the cost range for a point-of-sale system, software, credit card processing, an internet hotspot device and back office computer system. The range is determined by the preferred vendor.~~

~~6. The high end represents the fee you will pay if you operate a Mobile Poperating Unit as a Fixed Location. If you choose to operate your Mobile Poperating Unit at a fixed location, you may be required to lease real estate or pay a percent of your Gross Revenue to the venue. We estimate that you will need approximately 50 to 250 square feet of floor space. You may incur lease or concession license~~

~~charges, which may range between 10% and 50% of gross revenues. You should investigate these lease or concession license charges before you agree to operate at a particular location. The low estimate assumes that you will not operate your Mobile Operating Unit from a fixed location. The expense of leasing will vary depending upon the size of the premises, its location, landlord contributions, and the requirements of individual landlords. Landlords typically require security deposits equal to one (1) or two (2) months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The high estimated initial investment shown in the chart above includes one (1) month's security plus three (3) months' rent for your initial period of operation or three (3) months of concession fees.~~

~~7. The low end of this estimate assumes that you will personally staff events. The high end of this estimate includes payment to hired employees. This range is for the period of time prior to opening and for the first ninety (90) days of operation. We assume that a certain amount of expenses will be positively offset by revenues.~~

~~8. This estimates your initial start-up expenses (other than the Items identified separately in the above table). These figures do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above (such as the first three (3) months' rent). They are estimates and we cannot guarantee that you will not have additional expenses starting the business.~~

~~9. We have relied on the experience of our officers and franchisees to arrive at these estimates. You should review these figures carefully with a business advisor before deciding to purchase the Franchised Business. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Franchised Business before making any decision to purchase the Franchised Business.~~

~~B~~A. POPKIOSK (Fixed Location)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee(1)	$15,000	$15,000	Lump Sum	When you sign the Franchise Agreement	Us
~~Travel and Living~~Training Expenses(2)	$1,000	$3,550	As incurred	At Training	Third Parties
Real Estate Lease(3)	$1,000	$32,000	As Agreed	As Agreed	Third Parties
Equipment/Décor(4)	$22,500	$70,000	Lump Sum	When purchased	DP
Construction (5)	$~~45,000~~100,000	$~~80,000~~130,000	Lump Sum	When purchased	Supplier/DP
Architect's Fees (6)	$0	$14,000	As incurred	As incurred	Architect
Opening Inventory (7)	$~~4,000~~4,500	$~~10,000~~10,500	As incurred	As incurred	Supplier/DP

Type of Expenditure	Amount		Method	When Due	To Whom Payment is to be Paid
Signage [8]	~~$0~~	~~$2,500~~	As incurred	As incurred	Supplier
Computer System [9]	$3,000	$6,000	Lump Sum	Prior to Making Your First Sale	Third Parties
Miscellaneous Opening Costs [10]	$3,000	$12,500	As incurred	As incurred	Third Parties
Additional Funds - 3 Months [11]	$5,000	$40,000	As incurred	As incurred	Third Parties
~~Catering 2.0 module [12]~~	~~$8,159~~	~~$9,489~~	~~Lump Sum~~	~~Within two weeks of signing the Franchise Agreement~~	~~Supplier/DP~~
Payroll Expenses[13]	$20,000	$40,000	As incurred	As incurred	Self-Payment, Employees
TOTAL POPKIOSK ~~OR POPSHOPS~~INITIAL INVESTMENT ESTIMATE [14]	$~~127,659~~ 175,000	$~~335,039~~376,050			

~~**Notes:**~~

~~These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. None of the fees payable to us are refundable except for the Initial Franchise Fee as described in Item 5. Fees paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them.~~

~~1. The Initial Franchise Fee is $15,000 for each Franchise (See Item 5). Once you open additional Franchised Businesses, you will incur the costs listed in this Item 7 at the time you open the additional Franchised Businesses. These costs may increase in the future depending on when you open the additional Franchised Businesses. You may be eligible for one of several discounts, the highest being 25%, if you meet the eligibility requirements described in Item 5 of this Disclosure Document.~~

~~2. You are responsible for all travel and lodging expenses that you incur during your initial training. This amount varies depending on how far you are from our training center. This estimate assumes two (2) people will attend training.~~

~~3. These figures presume that you will be leasing your premises. You will need approximately 160 to 1,200 square feet for your Franchised Business. The expense of leasing will vary depending upon the size of the premises, its location, landlord contributions, and the requirements of individual landlords. Landlords typically require security deposits equal to one (1) or two (2) months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The total estimated initial investment shown in the chart above includes one (1) month's security plus three (3) months' rent for your initial period of operation.~~

~~4. This estimate involves the furniture, fixtures and equipment you will need to open your fixed PopKiosk.~~

~~5. The cost incurred to construct a Fixed Poperating Unit will depend on a large number of factors that will vary by the location for the Fixed Poperating Unit, the region of the country where your Franchised Business is located, and the costs incurred to run necessary electrical and water lines. If you will operate from a PopKiosk, the PopKiosk will be purchased from DP or a supplier designated by us at an estimated cost of $22,500 to $70,000. The PopKiosk will incur shipping costs of $2,500 to $5,000 and installation costs of $6,000 to $12,000.~~

~~6. You may be required to hire an architect to create local architectural design services for your PopKiosk.~~

~~7. You are required to purchase a designated initial inventory of Doc Popcorn® flavorings and bags for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us. We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate.~~

~~8. You must purchase and install at your expense signage based on our System standards, as described in the Franchise Operations Manual or as we may otherwise designate.~~

~~9. This figure includes the cost range for a point-of-sale system, software, credit card processing, an internet hotspot device and back office computer system. The range is determined by the preferred vendor.~~

~~10. This estimates your initial start-up expenses (other than the Items identified separately in the above table). These figures do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above (such as the first three (3) months' rent). They are estimates and we cannot guarantee that you will not have additional expenses starting the business.~~

~~11. The estimate includes utility costs, permitting/plan check fees, business entity organization expenses, insurance and deposits for the first three months of operation of your Franchised Business, as well as the miscellaneous small wares, uniforms, and other items. It does not include payroll expenses.~~

~~12. You are required to purchase a Doc Popcorn® catering 2.0 module. You must buy this catering 2.0 module from DP or a supplier designated by us. Shipping is included in this estimate.~~

~~13. The low end of this estimate assumes that you will employ a small number of employees along with your direct contributions. The high end of this estimate assumes you will hire more employees. This range is for the period of time prior to opening and for the first ninety (90) days of operation. We assume that a certain amount of expenses will be positively offset by revenues.~~

~~14. We have relied on the experience of our officers and franchisees to arrive at these estimates. You should review these figures carefully with a business advisor before deciding to purchase the Franchised Business. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Franchised Business before making any decision to purchase the Franchised Business.~~

~~C~~B. POPSHOP (Fixed Location)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			

Initial Franchise Fee[1]	$15,000	$15,000	Lump Sum	When you sign the Franchise Agreement	Us
~~Travel and Living~~Training Expenses[2]	$1,000	$3,550	As incurred	At Training	Third Parties
Real Estate Lease[3]	$1,000	$32,000	As Agreed	As Agreed	Third Parties
Equipment/Décor[4]	$65,000	$100,000	Lump Sum	When purchased	DP
Construction [5]	$~~25,000~~63,500	$130,000	Lump Sum	When purchased	Supplier/DP
Architect's Fees [6]	$0	$14,000	As incurred	As incurred	Architect
Opening Inventory [7]	$~~4,000~~4,500	$~~10,000~~8,500	As incurred	As incurred	Supplier/DP
Signage [8]	$3,500	$12,000	As incurred	As incurred	Supplier
Computer System [9]	$3,000	$6,000	Lump Sum	Prior to Making Your First Sale	Third Parties
Miscellaneous Opening Costs [10]	$3,000	$12,500	As incurred	As incurred	Third Parties
Additional Funds - 3 Months [11]	$5,000	$40,000	As incurred	As incurred	Third Parties
~~Catering 2.0 module [12]~~	~~$8,159~~	~~$9,489~~	~~Lump Sum~~	~~Within two weeks of signing the Franchise Agreement~~	~~Supplier/DP~~
Payroll Expenses[13]	$20,000	$40,000	As incurred	As incurred	Self-Payment, Employees
TOTAL ~~POPKIOSK OR POPSHOPS~~POPSHOP INITIAL INVESTMENT ESTIMATE [14]	$~~153,659~~ 184,500	$~~424,539~~ 413,550			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not offer direct or indirect financing for these items. None of the ~~fees~~amounts payable to us are refundable except for the Initial Franchise Fee and only as described in Item 5. ~~Fees~~Amounts paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them.

1. The Initial Franchise Fee is $15,000 for each Franchise (See Item 5). Once you open additional Franchised Businesses, you will incur the costs listed in this Item 7 at the time you open the additional Franchised Businesses. These costs may increase in the future depending on when you open the additional Franchised Businesses. You may be eligible for one of several discounts, the

highest being 25%, if you meet the eligibility requirements described in Item 5 of this Disclosure Document.

2. You are responsible for all travel and lodging expenses that you incur during your initial training. This amount varies depending on how far you are from our training center. This estimate assumes two (2) people will attend training.

3. These figures presume that you will be leasing your premises. If you purchase the premises, your costs will be higher. You will need approximately 160 to 1,200 square feet for your ~~location~~Franchised Business. The expense of leasing will vary depending upon the size of the premises, its location, landlord contributions, and the requirements of individual landlords. Landlords typically require security deposits equal to one (1) or two (2) months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The total estimated initial investment shown in the chart above includes one (1) month's security plus three (3) months' rent for your initial period of operation.

4. This estimate involves the furniture, fixtures and equipment you will need to open your fixed PopKiosk or PopShop. The low end assumes you will not need to rent a truck/trailer to transport anything for mobile/catering services.

5. The cost incurred to construct a Fixed Poperating Unit will depend on a large number of factors that will vary by the location for the Fixed Poperating Unit, the region of the country where your Franchised Business is located, and the costs incurred to run necessary electrical and water lines. If you will operate from a PopKiosk, the new PopKiosk will be purchased from DP at an estimated cost of ~~$65,000 to $100,000.~~approximately $100,000. The PopKiosk will incur shipping costs of $2,500 to $5,000 and installation costs of $6,000 to $12,000. The highest end of this estimate, $130,000, represents the high estimate for the costs of construction of a PopShop.

6. You may be required to hire an architect to create local architectural design services for your PopKiosk or PopShop.

7. You are required to purchase a designated initial inventory of Doc Popcorn® flavorings and bags for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us. We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate. The high end assumes that you will need additional opening inventory to provide mobile/catering services prior to opening. The low end assumes that you will not need to purchase additional opening inventory for the provision of mobile/catering services prior to opening. If you choose to offer mobile/catering services, you may, but are not required to, purchase a PopCart and certain accessories for the PopCart. The vast majority of franchisees do not purchase these items and we advise that you do not need to purchase these items.

8. You must purchase and install at your expense signage based on our System standards, as described in the Franchise Operations Manual or as we may otherwise designate. The low end assumes that you will not have a freestanding sign at the PopKiosk.

9. This figure includes the cost range for a point-of-sale system, software, credit card processing, an internet hotspot device and back office computer system. The range is determined by the preferred vendor.

10. This estimates your initial start-up expenses (other than the Items identified separately in the above table). These figures do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above (such as the first three (3) months' rent). They are estimates and we cannot guarantee that you will not have additional expenses starting the business.

11. The estimate includes utility costs, permitting/plan check fees, business entity organization expenses, insurance and deposits for the first three months of operation of your Franchised Business, as well as the miscellaneous small wares, uniforms, and other items. It does not include payroll expenses.

~~12. You are required to purchase a Doc Popcorn® catering 2.0 module. You must buy this catering 2.0 module from DP or a supplier designated by us. Shipping is included in this estimate.~~

12. ~~13.~~ The low end of this estimate assumes that you will employ a small number of employees along with your direct contributions. The high end of this estimate assumes you will hire more employees. This range is for the period of time prior to opening and for the first ninety (90) days of operation. We assume that a certain amount of expenses will be positively offset by revenues.

13. ~~14.~~ We have relied on the experience of our officers and franchisees to arrive at these estimates. You should review these figures carefully with a business advisor before deciding to purchase the ~~Franchise~~Franchised Business. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Franchised Business before making any decision to purchase the ~~Franchise~~Franchised Business.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards, and specifications we list in our proprietary and confidential operating manual ("Franchise Operations Manual"), which may exist in various parts, locations, and formats and may include a combination of audio, video, written material, electronic media, website content, and/or software components. You must not (i) deviate from these methods, standards, and specifications without our prior written consent, or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System. Our Franchise Operations Manual states our specifications, standards, and guidelines for all goods and services we require you to obtain in establishing and operating your Franchised Business.

We will notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through written communication (including electronic communication). We will issue copies of our standards and specifications to you and approved and proposed suppliers, unless these standards and specifications contain our confidential information.

Required and Approved Products and Suppliers

You must purchase Doc Popcorn® supplies and equipment ("Doc Popcorn Supplies and Equipment") from DP or authorized third party distributors, vendors, or suppliers (any of the foregoing may be us or our affiliates) which may have their own terms and conditions of sale. The Franchise Operations Manual will contain a list of authorized third party suppliers. DP and designated suppliers will supply most items you need

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 Assistance

Before you open your Franchised Business, we or our designees will:

1. Counsel you on necessary start-up and inventory items and assist you with ordering, through our affiliates or other suppliers, Doc Popcorn® Products and Doc Popcorn® Supplies and Equipment that are necessary for commencement of operations. (See Franchise Agreement Section 6.1.1). We will not deliver or install these items.

2. Provide advice on the amount of the initial inventory of Doc Popcorn® Products to be purchased by you from our approved suppliers. (See Item 7 Equipment/Décor estimated costs) (See Franchise Agreement Section 6.1.2). We will not deliver or install these items.

3. Provide you with advice regarding which optional equipment to purchase. (See Franchise Agreement Section 6.1.3). We will not deliver or install these items.

4. Provide the "PopTraining Program" (defined below in this Item 11, Schedule for Opening) for up to two (2) individuals. Additional individuals may attend for a fee. (See Item 5 and Franchise Agreement Section 6.1.4)

5. Loan you one copy of the Franchise Operations Manual, which contains the names of approved suppliers and written specifications for certain Doc Popcorn® Products and Doc Popcorn® Supplies and Equipment, initial inventory or optional, however, we do not deliver or install these items for you. The Franchise Operations Manual currently contains approximately 80 pages. The Table of Contents for the Franchise Operations Manual is attached to this Disclosure Document as Exhibit G (See Franchise Agreement Sections 3.12 and 6.1.5)

~~6. In connection with a Mobile Poperating Unit: (i) assist you in ordering, through our affiliate, the Mobile Poperating Unit and provide advice on the specifications for the design and layout of the Mobile Poperating Unit; and (ii) provide you with criteria for acceptable Events, but you are solely responsible for selecting your own Events (See Franchise Agreement Section 6.1.6).~~

6. ~~7.~~ In connection with a Fixed Poperating Unit (See Franchise Agreement Section 6.1.7):
   a. Provide you with location and store opening assistance for the Fixed Poperating Unit, including site selection, site evaluation, lease review, training and construction and project management.
   b. With respect to a PopKiosk, assist you with ordering, through our affiliates, the PopKiosk and provide advice on how to use the PopKiosk. We will not deliver or install it.
   c. Provide you with criteria for acceptable Permanent Sites for the Fixed Poperating Unit. However, we disclaim any liability related to your selection, negotiation and acquisition of Permanent Sites.
   d. Provide advice on the specifications for the design and layout of a Fixed Poperating Unit.
   e. Provide you with the specifications for design and construction of a Fixed Poperating Unit purchased by you from our affiliate or approved supplier.

f. provide you with criteria for acceptable Events (if you offer mobile/catering services, but you are solely responsible for selecting your own Events (See Franchise Agreement Section 6.1.6).

Site Selection

If you are operating a Fixed Poperating Unit, you are responsible for locating a site subject to our site selection process, review and acceptance. You must select the site subject to our consent. You may not relocate your Fixed Poperating Unit without our prior written consent. Before leasing or purchasing the site for your Fixed Poperating Unit, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. You must purchase or lease the site for your Fixed Poperating Unit within 180 days after signing the Franchise Agreement or your Franchise Agreement may be terminated. You also must submit for review and approval any sale or lease contract before you sign it.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Although we will consult with you on your site and require your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your Franchised Business.

You may not lease or purchase a site for your Fixed Poperating Unit until after we have approved the site in writing. The factors we consider in approving sites include location, size, suitability, layout, access and visibility of the proposed location, proximity to other businesses, location and nature of any competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, and other factors that may be relevant to your market. The same site selection criteria will generally be applicable to all franchisees.

You must provide us with the following: (1) a letter of intent for the proposed site ("Letter of Intent"); (2) a complete a site submittal workbook in our designated form; (3) pictures of the proposed site; (4) a budget for construction; (5) traffic counts; (6) a breakeven analysis (7) a copy of the proposed lease for a site; and (8) any other materials we may request.

There are no deadlines for our approval or disapproval of your proposed site, although we will typically be able to respond within 15 days after receiving the above required materials from you. Once we have approved your location, we will amend the Franchise Agreement to show the specific location as the only location where you are authorized to operate your Franchised Business. If you and we are not able to reach agreement on an approved site for your Fixed Poperating Unit within twelve (12) months after you sign the Franchise Agreement, then we have the option to terminate the Franchise Agreement without providing you a refund.

You and the lessor will be required to agree to and sign the Addendum to Lease, the current form of which is attached to this Disclosure Document as Exhibit C.6. You must provide a copy of the executed lease to us. You must provide to us the names and contact information for your landlord and/or management companies of any of the sites of your Fixed Poperating Unit, as applicable. We reserve the right to contact your landlord and/or management company for the purposes of assessing your performance and customer satisfaction.

We may, in our sole discretion, extend the time period in which you will make your first sale through your Franchised Business to accommodate delays in selecting a site. If we do not extend this deadline and you fail to make a sale through your Poperating Unit within the required time, as described below, we may terminate your Franchise Agreement.

You have the ultimate responsibility in choosing and obtaining the site for your Franchised Business. You will agree to indemnify and hold us harmless for any claims, obligations and damages related to our consultation, comments, recommendations and acceptance regarding any site, Letter of Intent, or lease.

At your request, you may elect to locate the Fixed Poperating Unit in a Permanent Site previously secured by us or our affiliate and made available to you or our other franchisees (a "Negotiated Location"). Prior to making the Negotiated Location available to you, we will have negotiated the business terms for the Negotiated Location and memorialized the business terms in a letter of intent ("Negotiated Letter of Intent"). You will be provided with a copy of the Negotiated Letter of Intent prior to committing to the Negotiated Location in writing. You understand and acknowledge that you or your attorney will be solely responsible for negotiating the terms of any lease related to a Negotiated Location acquired by you.

Schedule for Opening

It is estimated that the length of time between the signing of the Franchise Agreement and the first sale through your Franchised Business to the public will usually be between ~~one (1) and six (6) months if you open a Mobile Poperating Unit for your first Franchised Business or between~~ three (3) and 12 months if you open a Fixed Poperating Unit as your first Franchised Business. Factors affecting this length of time include the type of Franchised Business you choose to operate, financing arrangements, availability of retail opportunities within a market, and scheduling and successful completion (in our determination) of the PopTraining Program. ~~If you open a Mobile Poperating Unit for your first Franchised Business, you are required to purchase the Mobile Poperating Unit within two (2) weeks after signing the Franchise Agreement, and make the first sale through your Franchised Business within six (6) months of signing the Franchise Agreement. If you open a Fixed Poperating Unit for your first Franchised Business, you~~You are required to make the first sale through your Franchised Business within 18 months of signing the Franchise Agreement. If extenuating circumstances beyond your control exist, such as a delay in your ability to obtain a lease for your business or your serious illness, we may (in our sole discretion) agree to extend that time period for an additional reasonable amount of time. Otherwise, we may terminate your Franchise Agreement for your failure to make a first sale through your Franchised Business within that time period.

Continuing Assistance

During the operation of your Franchised Business, we or our designees will:

1. Perform each of the services listed above for each additional Franchised Business you open and operate except for the PopTraining Program listed in paragraph number 5, above. (See Franchise Agreement Section 6.2.1) ~~However, if you operate a Mobile Poperating Unit as your first Franchised Business, and later open a Fixed Poperating Unit, we may require you, in our discretion, to participate in additional initial training before opening the Fixed Poperating Unit. (See Training below)~~

2. Provide a reasonable amount of consultation with you as determined by us in our discretion and based on the availability of our representatives. (See Franchise Agreement Sections 6.2.2)

3. Provide you with reasonable numbers of samples of new advertising and promotional materials as they are developed by us, if requested by you. We reserve the right to charge you for these materials. (See Franchise Agreement Section 6.2.3)

3. The PopTraining Program may vary based upon the type of Franchised Business. We may require additional training before you subsequently open a different type of Franchised Business.

Ongoing Training

Your managing owner, designated manager, independent contractors and employees must attend and satisfactorily complete various training courses we periodically require at your cost and at the times and locations we designate. In addition to participating in ongoing training, you will be required to attend any annual meeting of all System franchisees that we may conduct. We estimate this training will be no longer than five days per year. You are responsible for all travel and expenses for your attendees.

We periodically may provide and require you and/or your designated manager attend seminars or refresher training programs. We may charge our then-current fee (up to $500 per day, not including travel and living expenses) for attendance at the refresher training programs. Additionally, you are responsible for your and your attendees' cost and expenses associated with attending these refresher training programs. We do not anticipate attendance will be required more than two per any calendar year.

ITEM 12
TERRITORY

If you are operating a Fixed Poperating Unit, you may operate at any location that has been approved in writing by us. Once a site is selected by you and approved by us for one or more Fixed Poperating Units, you may not relocate or remove the Fixed Poperating Units without our prior written approval, which approval will typically be granted as long as the relocation will not be detrimental to other franchisees of ours or to us as determined in our discretion. Our approval for relocation is based on the same standards used to approve new Fixed Poperating Unit sites including: location, size, suitability, layout, access and visibility of the proposed location, proximity to other businesses, location and nature of any competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, and other factors that may be relevant to your market.

~~The territorial protections for your Franchise will depend on the type of Doc Popcorn® Franchise. If you are operating a Mobile Poperating Unit~~If you offer mobile/catering services, you may operate at any Event except for a "Protected Event" of another franchisee. A "Protected Event" is an Event for which a franchisee: (1) obtains a written contract to operate ~~one or more Mobile Poperating Units~~ at the Event with the appropriate Event personnel; (2) operated ~~a Mobile Poperating Unit~~ at the most recent occurrence of the Event; (3) posts required information regarding the Event, including Event dates, name and contact information for the organizer, costs, ~~number of Mobile Poperating Units desired by the organizer~~ and expected crowds, on our current intranet system, and receives our approval; and (4) maintains protection of the Event by operating ~~one or more Mobile Poperating Units~~ at each occurrence of the Protected Event, continuing to have the approval of the appropriate Event personnel, complying with the procedures described in the Franchise Operations Manual, and doing nothing to cause us to revoke the Protected Event status. A Protected Event provides the franchisee with the right of first refusal to add additional ~~Mobile Poperating Units~~services at the Event. ~~You will be required to sign/purchase another Franchise Agreement to exercise this right of first refusal to add an additional Mobile Poperating Unit unless otherwise provided by your initial Franchise Agreement.~~

~~If you are operating a Fixed Poperating Unit, you may operate at any location that has been approved in writing by us. Once a site is selected by you and approved by us for one or more Fixed Poperating Units, you may not relocate or remove the Fixed Poperating Units without our prior written approval, which approval will typically be granted as long as the relocation will not be detrimental to other franchisees of ours or to us as determined in our discretion. Our approval for relocation is based on the same standards used to~~

~~approve new Fixed Poperating Unit sites including: location, size, suitability, layout, access and visibility of the proposed location, proximity to other businesses, location and nature of any competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, and other factors that may be relevant to your market.~~

You will not receive an exclusive territory. You may face competition from other franchisees, from other outlets that we own, or from other channels of distribution or competitive brands that we control. You do not have any exclusive right to any particular market or customers. However, we will consider your proximity when evaluating the site of another franchisee submitted for our approval. The continuation of your right to an approved site or a Protected Event, if applicable, is not dependent on the achievement of a certain sales volume, market penetration or similar contingency. You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of and apart from your Franchised Businesses(s), without our prior written consent, which we may deny in our discretion. We do not pay compensation for soliciting or accepting orders inside your territory.

We and our affiliate retain the rights, among others, without any compensation to you:

1. To use and license others to use, the Marks and System for the operation of Doc Popcorn® Franchise, at any Permanent Site or Event other than the Permanent Site of Franchisee's Operating Unit or at a Protected Event;

2. To use the Marks and System to identify services and products, promotional and marketing efforts or related items, and to identify products and services similar or identical to those which you will sell, but made available through alternative channels of distribution at any location or through the wholesale sale of Doc Popcorn® Products to unrelated retail outlets or to food distributors or outlets located in stadiums, arenas, airports, convenience stores, turnpike rest stops, grocery stores, or supermarkets;

3. To use and license the use of other proprietary marks or methods in connection with the sale of products and services similar to those which you will sell or in connection with the operation of displays located in retail stores, at any location other than at your Doc Popcorn® Franchise location, which locations are the same as, or similar to, or different from traditional Doc Popcorn® locations, or through alternative channels of distribution or through the wholesale sale of products and/or services to unrelated retail outlets or to food distributors or outlets located in stadiums, arenas, airports, convenience stores, Internet sales, turnpike rest stops, grocery stores, or supermarkets; and

4. To acquire, combine with, merge with or be acquired by, any business or person, including a business that competes directly with your Doc Popcorn® Franchise.

Except for those rights to open multiple Franchises if expressly provided in your Franchise Agreement, and the rights granted under a Protected Event, you do not receive the right to acquire Franchises or a right of first refusal on the sale of existing Franchises.

ITEM 13
TRADEMARKS

We grant you the non-exclusive right and obligation to use the Marks under the Franchise Agreement. We have entered into a license agreement ("Trademark License") with our affiliate company, DP, to use and sublicense the use of the Marks listed below for purposes of franchising the System in the United States, including territories of the United States. The Master License Agreement extends for five years commencing September of 2014, but it will automatically renew for additional five-year periods if we continue in business and do not materially breach the Master License Agreement by engaging in any activity that damages those

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Sections 2.2	"Renewal" means that, subject to the requirements and limitations set forth in your Franchise Agreement, upon the expiration of the term of your current Franchise Agreement, you will enter into a new franchise agreement according to the then-current terms and conditions. You may renew if you provide us with written notice less than three months but not more than six months prior to the end of your then-current term; in full compliance with Franchise Agreement; execute then-current Franchise Agreement and other ancillary documents; update your equipment, which may include refurbishing your ~~Mobile Poperating Unit and/or~~ Fixed Poperating Unit under our refurbishment program; pay $2,500 renewal fee; sign general release; and comply with other conditions. This means that you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
d. Termination by franchisee	Section 10.6	You can terminate if we materially breach the agreement and do not cure after 30 days' notice, subject to state law.
e. Termination by franchisor without "cause"	Not Applicable	We must have cause to terminate the Franchise Agreement.
f. Termination by franchisor with "cause"	Sections 10.1-10.5	We can terminate only if you default as stated in the Franchise Agreement.
g. "Cause" defined – curable defaults	Sections 10.3-10.5	You have 10 days to cure various defaults including failure to follow the Franchise Operations Manual, failure to purchase and sell Doc Popcorn Products and packaging from approved suppliers, failure of your estate to make an authorized transfer within 120 days following death or incapacity, failure to pay for products, and failure to purchase equipment required to open your first Franchised Business within the time period required, and 30 days to cure a default for failure to purchase the minimum amount of Doc Popcorn Products for a 360-day period. You have 12 months to cure default cause by lease termination.
h. "Cause" defined - non-curable defaults	Section 10.2	Non-curable defaults include failure to satisfactorily complete the PopTraining Program, material misrepresentation in the purchase of the franchise, repeated defaults even if cured, unauthorized use of proprietary information, abandonment, sales of unauthorized products or packaging, misuse of the Marks or System, bankruptcy, criminal conviction, threats to public health, and physical or verbal abuse of our employees or other franchisees, defaults under equipment leases or loans with us or third parties, defaults under related agreements.

management by contacting projections of your future income, you should report it to the franchisor's management by contacting Stephen C. Heisner, Vice President of Administration, Doc Popcorn Franchising, L.L.C., 910 South 5th Street, Paducah, Kentucky 42003, 270-575-6990, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021 - 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	73	74	+1
	2022	74	~~66~~73	~~-8~~-1
	2023	73	76	+3
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	73	74	+1
	2022	74	73	-1
	2023	73	76	+3

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2021 - 2023

State	Year	Number of Transfers
New Jersey	2021	0
	2022	1
	2023	0
Illinois	2021	1
	2022	0
	2023	2
Minnesota	2021	1
	2022	0
	2023	0
Totals	2021	2
	2022	1
	2023	2

TABLE OF CONTENTS

Section		**Page**
1.	GRANT OF FRANCHISE	~~2~~1
2.	TERM	3
3.	PROPRIETARY MARKS AND THE SYSTEM	4
4.	FEES	6
5.	ADVERTISING	8
6.	SERVICES PROVIDED BY FRANCHISOR	10
7.	OBLIGATIONS OF FRANCHISEE	12
8.	PURCHASES OF PRODUCTS	18
9.	FRANCHISEE'S OPERATIONS	19
10.	BREACH AND TERMINATION	21
11.	OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION	24
12.	PURCHASE OPTION	~~26~~25
13.	TRANSFERS	26
14.	RELATIONSHIP OF THE PARTIES	29
15.	COVENANTS	29
16.	TAXES, PERMITS AND INDEBTEDNESS	31
17.	APPROVALS AND WAIVERS	31
18.	NOTICES	32
19.	CONSTRUCTION	32
20.	DISPUTE RESOLUTION; APPLICABLE LAW	32
21.	MISCELLANEOUS	34
22.	ACKNOWLEDGMENTS	36

Exhibits

Exhibit 1 - Franchise Information
Exhibit 2 - Statement of Ownership
Exhibit 3 - Guarantee and Assumption of Franchisee's Obligations

DOC POPCORN L.L.C. FRANCHISE AGREEMENT

THIS AGREEMENT ("Franchise Agreement") is made as of ________________________________ _______ ("Effective Date") by and between Doc Popcorn Franchising L.L.C., an Oklahoma limited liability company, located at 910 South 5th Street, Paducah, Kentucky 42003 ("we", "our," "us," or "Franchisor") and the franchisee named on the signature page of this Agreement ("you," "your" or "Franchisee").

RECITALS

Franchisor has developed a system using the service mark Doc Popcorn® and related trade names and trademarks ("Marks") for the operation of a business ("Doc Popcorn Business" or "Business") that sells fresh flavored popcorn made from our proprietary flavor blends ("Doc Popcorn Blends" or "Blends") in our proprietary packaging and other approved products~~, from our proprietary mobile, self-contained units which currently include our "PopCarts," "PopTrucks" or "PopTrailers,"~~ from our proprietary fixed-location kiosks ("PopKiosks") or at retail stores ("PopStores").

~~A PopCart, PopTruck, and PopTrailer (collectively, "Mobile Operating Unit(s)") are usually operated at~~Franchisee can also offer Doc Popcorn Products from non-permanent sites including fairs, sporting events, conventions, rodeos, festivals, trade shows, grand openings and seminars ("Events")~~. A PopCart, PopTruck, and PopTrailer also may be operated~~ and/or from permanent, fixed sites ("Permanent Sites") located inside malls, strip centers, schools, office buildings, hospitals, airports, colleges, health clubs, auditoriums, arenas and concert and sports venues. A Permanent Site is limited to the actual permanent, fixed site at which a Business is located and does not encompass the entire mall, strip center, school, office building, hospital, airport, college, health club, auditorium, arena, concert venue or sports venue. A PopKiosk and PopStore (collectively, "Fixed Operating Unit(s)") are only operated from Permanent Sites.

Franchisor's products include its: **(1)** fresh flavored popcorn made from Doc Popcorn Blends; **(2)** soft drinks; **(3)** bottled waters; **(4)** trademarked bags, tins and other product packaging; **(5)** clothing and accessories; and **(6)** such other products as have been or may be introduced and authorized by Franchisor (collectively "Doc Popcorn Products" or "Products").

Doc Popcorn Businesses prepare, market, and sell Doc Popcorn Products ("Doc Popcorn Services").

Doc Popcorn Businesses are operated under a business format utilizing a proprietary system with high standards of service, including valuable know-how, information, Trade Secrets, confidential information, training methods, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage and research and development ("System"). The System includes: **(1)** the sale of Doc Popcorn Products; and **(2)** the use of Doc Popcorn® poppers, signage, décor, and other equipment, ~~as well as the PopCart and custom transport trailer, PopTruck, PopTrailer, and~~and PopKiosk (collectively, "Doc Popcorn Supplies and Equipment"), and the specifications for the Doc Popcorn Supplies and Equipment.

Franchisee desires to enter into an agreement with Franchisor to obtain the rights to operate a Doc Popcorn Business and has fully investigated and has familiarized itself with the essential aspects and purposes of the System.

NOW, THEREFORE, the parties agree as follows:

6. SERVICES PROVIDED BY FRANCHISOR

6.1 ***Before Opening*****.** Before Franchisee begins making sales through its Doc Popcorn Business, Franchisor or its designees will provide the following services, as Franchisor deems appropriate:

6.1.1. Counsel Franchisee on necessary start-up and inventory items and assist Franchisee with ordering, through Franchisor's affiliates or other suppliers, Doc Popcorn Products and Doc Popcorn Supplies and Equipment that are necessary for commencement of operations.

6.1.2. Provide advice on the amount of the initial inventory of Doc Popcorn Products to be purchased by Franchisee from its approved suppliers

6.1.3. Provide Franchisee with advice regarding which optional equipment to purchase.

6.1.4. Provide an initial training program for up to 2 individuals at our corporate training center in Paducah, Kentucky or another location we specify ("PopTraining Program"). Certain portions of the PopTraining Program may be conducted online. The length and subjects covered in the PopTraining Program may vary in Franchisor's discretion based on the type of Operating Unit Franchisee will be operating for its first Operating Unit. If more than 2 individuals attend the PopTraining Program, Franchisee will pay Franchisor an additional fee of $75 for each additional attendee. Franchisee must pay for all travel and living expenses associated with training for all of Franchisee's personnel attending training. If Franchisee cancels its attendance at the PopTraining Program less than 2 weeks before the PopTraining Program, Franchisee will be required to pay to Franchisor a cancellation fee of $500.

6.1.5. Establish and provide to Franchisee operating standards and specifications for the operation of its Doc Popcorn Business in the Library of Operating Manuals. At the PopTraining Program, Franchisor will loan Franchisee a copy of the confidential Library of Operating Manuals. Franchisor may change or update these procedures, standards and specifications at Franchisor's discretion. Franchisee must strictly follow these procedures, standards and specifications in the Library of Operating Manuals and in the Franchise Agreement. Failure to do so is grounds for termination of this Agreement.

~~**6.1.6.** In connection with a Mobile Operating Unit: **(i)** assist Franchisee in ordering, through Franchisor's affiliate, the Mobile Operating Unit and provide advice on the specifications for the design and layout of the Mobile Operating Unit; and **(ii)** provide Franchisee with criteria for acceptable Events, but Franchisee is solely responsible for selecting its own Events.~~

6.1.6. ~~**6.1.7.**~~ In connection with a Fixed Operating Unit:

6.1.6.1 ~~**6.1.7.1**~~ Provide Franchisee with location and store opening assistance for the Fixed Operating Unit, including site selection, site evaluation, lease review, training and construction and project management.

6.1.6.2 ~~**6.1.7.2**~~ With respect to a PopKiosk, assist Franchisee with ordering, through Franchisor's affiliates, the PopKiosk Operating Unit and provide advice on how to use the PopKiosk.

6.1.6.3 ~~**6.1.7.3**~~ Provide Franchisee with criteria for acceptable Permanent Sites for the Fixed Operating Unit. Franchisor disclaims any liability related to Franchisee's selection, negotiation and acquisition of Permanent Sites.

6.1.6.4 ~~6.1.7.4~~ Provide advice on the specifications for the design and layout of a Fixed Operating Unit.

6.1.6.5 ~~6.1.7.5~~ Provide Franchisee with the specifications for design and construction of a Fixed Operating Unit purchased by Franchisee from Franchisor's affiliate or approved supplier.

6.1.6.6 Provide Franchisee with criteria for acceptable Events, but Franchisee is solely responsible for selecting its own Events.

6.1.6.7 ~~6.1.7.6~~ At Franchisee's request, Franchisee may elect to locate the Fixed Operating Unit in a Permanent Site previously secured by Franchisor or its affiliate and made available to Franchisee or other franchisees of Franchisor ("Negotiated Location"). Prior to making the Negotiated Location available to Franchisee, Franchisor will have negotiated the business terms for the Negotiated Location and memorialized said business terms in a letter of intent ("Negotiated Letter of Intent"). Franchisee will be provided with a copy of the Negotiated Letter of Intent prior to committing to the Negotiated Location in writing. Franchisee understands and acknowledges that Franchisee or Franchisee's attorney will be solely responsible for negotiating the terms of any lease related to a Negotiated Location acquired by Franchisee.

6.2 ***After Opening*.** During the operation of the Doc Popcorn Business, in addition to other services set forth in this Agreement, Franchisor or its designees will provide the following services, as Franchisor deems appropriate:

6.2.1. If Franchisee elects to acquire more than one Operating Unit, provide each of the items set forth in Section 6.1 for each additional Operating Unit that Franchisee opens and operates, except the training set forth in Sections 6.1.4.

6.2.2. Provide a reasonable amount of consultation with Franchisee as determined by Franchisor in its discretion and based on the availability of Franchisor's representatives. Franchisor will also provide that additional training or on-site assistance described in Section 7.8.2.

6.2.3. Provide Franchisee with reasonable numbers of samples of new advertising and promotional materials as they are developed by Franchisor, if requested by Franchisee. Franchisor reserves the right to charge Franchisee for these materials.

6.2.4. Hold national, regional, or local conferences for all Doc Popcorn® franchisees, at times determined by Franchisor, to discuss sales techniques, operational standards, and advertising.

6.2.5. Provide Franchisee a newsletter as periodically may be published by Franchisor in print or electronic format.

6.3 ***Delegation*.** Franchisee agrees that Franchisor will have the right to delegate to third-party designees: **(i)** the performance of any portion or all of Franchisor's obligations under this Agreement; and **(ii)** any right that Franchisor has under this Agreement.

8.3 ***No Warranties*****.** Neither Franchisor nor any of its affiliates makes any warranties, express or implied, regarding merchantability or fitness for a particular purpose of any of the Doc Popcorn Products purchased by Franchisee from Franchisor or its affiliates.

8.4 ***Changes in Inventory*****.** Franchisor may, at any time and without notice, to: **(i)** add items to, withdraw items from, or change the mix of the Doc Popcorn Products required to be offered for sale by Franchisee through its Doc Popcorn Business; **(ii)** add to or delete from the list of approved suppliers of Doc Popcorn Products; and **(iii)** change the prices, discounts or terms of sale of any Doc Popcorn Products. No changes will give Franchisee the right to recover damages against, or be reimbursed by, Franchisor or its affiliates for any losses suffered by Franchisee, nor will Franchisee be entitled to require Franchisor and its affiliates to accept return of any of the Doc Popcorn Products rendered obsolete by these changes. Franchisee may continue to sell its existing stock of Doc Popcorn Products that are no longer approved as wee as Doc Popcorn Products in its existing stock from a supplier who is no longer approved.

9. FRANCHISEE'S OPERATIONS

9.1 ***~~Mobile Operating Units~~Events*****.** If Franchisee elects to operate ~~its Mobile Operating Units from~~at Events, the following provisions will apply:

9.1.1. Subject to this Section, Franchisee will select its own Events at which to operate~~ its Mobile Operating Unit~~. However, Franchisee may elect to operate ~~its Mobile Operating Unit~~ at an Event which Franchisor has previously secured and made available to Franchisee or other franchisees. Franchisor has no obligation to locate Events for Franchisee or to offer such Events to Franchisee. Scheduling of Events is the sole responsibility of Franchisee.

9.1.2. Subject to the approval of Franchisor, Franchisee may operate at any Event except for a Protected Event, as defined below, of another franchisee. Franchisee may protect one or more Events at which Franchisee is operating ~~its Mobile Operating Unit~~ as set forth below. If Franchisee establishes an Event as a Protected Event, it will also have a right of first refusal to add ~~additional Mobile Operating Units~~services at the Event, provided Franchisee is in good standing, follows Franchisor's stated process for posting Event information on Franchisor's intranet, and has the right ~~either to acquire additional Mobile Operating Units or~~ to expand the Doc Popcorn Product offering at the Event. If Franchisee elects to forego the opportunity to expand ~~either the product offering or the number of Mobile Operating Units~~ at an Event, or should Franchisee not be able to ~~increase the number of Mobile Operating Units at an Event because it does not have the right to open and operate additional Mobile Operating Units~~expand, Franchisor may appoint itself, any of its affiliates, or another franchisee to fulfill the Event coordinator's needs, and the party who fulfills that need may apply for Protected Event status covering its participation at the Event.

9.1.3. A "Protected Event" is an Event for which a franchisee: **(i)** obtains a written contract to operate ~~one or more Mobile Operating Units~~ at the Event with the appropriate Event personnel; **(ii)** operates ~~a Mobile Operating Unit~~ at the most recent occurrence of the Event; **(iii)** posts the required information regarding the Event on Franchisor's intranet and receives Franchisor's approval; and **(iv)** maintains protection of the Event by operating ~~one or more Mobile Operating Units~~ at each occurrence of the Protected Event, continuing to have the approval of the appropriate Event personnel, complying with the procedures set forth in the Library of Operating Manuals, and doing nothing to cause Franchisor to revoke the Protected Event status.

9.1.4. Franchisee may not transfer its rights to a Protected Event to another franchisee, without the prior written consent of Franchisor.

9.1.5. Franchisee must furnish Franchisor with monthly reports containing that information which Franchisor requires listing all Events at which Franchisee operated ~~its Mobile Operating Unit~~ ("Event Report").

9.1.6. Franchisee is not required to use an electronic cash register or point-of-sale system.

9.1.7. Franchisor may require that Franchisee participate in Franchisor's gift card program by purchasing custom gift cards from Franchisor, its affiliate, or a designated supplier, offering gift cards for sale~~ at the Mobile Operating Unit~~, and honoring Doc Popcorn® gift cards, in compliance with specifications established by Franchisor.

9.2 ***Permanent Sites.*** The following provisions apply to Permanent Sites:

9.2.1. ***Acceptance.*** Franchisee must obtain Franchisor's prior written acceptance to the Permanent Site. Franchisee will not operate its Operating Unit at any location other than the accepted Permanent Site without Franchisor's written approval. For a Permanent Site to be considered, Franchisee must complete and submit a "Site Submittal Workbook" regarding the Permanent Site prior to signing a letter of intent related to the lease of the Permanent Site, and submit photographs of the Permanent Site, and any other materials that Franchisor may request. Franchisor will not accept any sites that do not meet its criteria. Franchisor may update the other criteria it considers and will share this information with Franchisee as developed. Franchisor will make its decision whether or not to accept a Permanent Site within 15 days of the submission of the above listed materials. Franchisee has not been granted exclusive or protected rights to any particular geographic area or territory, and has not been granted the exclusive right to any particular markets or customers.

9.2.2. ***Lease.***

9.2.2.1 The lease for the Permanent Site at which Franchisee seeks to operate an Operating Unit must be approved in writing by Franchisor before execution. Franchisee will submit to Franchisor for Franchisor's approval the lease and any other materials related to the lease that Franchisor may request. Franchisor may sign the lease for the Permanent Site and sublease to the Franchisee or may require that the lease be negotiated and/or signed by Franchisee. Any sublease to Franchisee will be on the same terms and conditions as the master lease, except that Franchisor may impose a security deposit. Any landlord chargebacks will be paid by Franchisee.

9.2.2.2 Franchisor will provide Franchisee with guidance in connection with the purchase or lease of a suitable Permanent Site. Franchisor will approve or disapprove the lease within 7 days of the submission of the lease and any other requested materials. If Franchisor does not approve the lease within 7 days, the lease will be deemed disapproved. Franchisor's consultation, approval of the lease and acceptance of the Permanent Site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the lease or the Permanent Site for a Doc Popcorn Business, that an Operating Unit at the location will be successful or profitable or for any other purpose.

9.2.2.3 Franchisee must execute the lease for a Permanent Site within 60 days after Franchisor approves the lease, unless Franchisor chooses to sign the lease and sublease to Franchisee. Contemporaneously with the lease for the Permanent Site, Franchisee and the lessor will execute Franchisor's form of Addendum to Lease and Franchisee and Franchisor will execute Franchisor's form of Collateral Assignment of Lease. Franchisee must deliver to Franchisor the executed lease, Addendum to Lease, and any other item related to the lease as requested by Franchisor and provide to Franchisor the names and contact information for the landlord and/or management companies of any Permanent Site as applicable. Franchisor

State Effective Dates

The following states have franchise laws that require that the 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	~~January 25, 2024, as amended~~Pending
Hawaii	~~March 18, 2024, as amended~~Pending
Illinois	Pending
Indiana	~~January 16, 2024, as amended~~Pending
Maryland	Pending
Michigan	January 16, 2024, as amended
Minnesota	Pending
New York	Pending
North Dakota	~~February 29 2024~~Pending
Rhode Island	~~February 16, 2024, as amended~~Pending
South Dakota	January 26, 2024, as amended
Virginia	Pending
Washington	Pending
Wisconsin	~~January 25, 2024, as amended~~Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

(Franchisee Copy)

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 Doc Popcorn Franchising L.L.C. 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 or grant. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Doc Popcorn Franchising L.L.C. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

Doc Popcorn authorizes the parties identified on Exhibit A to receive service of process for Doc Popcorn in the particular state.

The name, principal business address and telephone number of each franchise seller offering the franchise is:
Stephen C. Heisner, Tammy Isom 910 South 5th Street, Paducah, Kentucky 42003; (270) 575-6990

Issuance Date: January 16, as amended ~~February 16~~March 26, 2024.

I received a Disclosure Document dated January 16, as amended ~~February 16~~March 26, 2024, that included the following Exhibits:

EXHIBITS

A. List of State Agencies/Agents for Service of Process
B. Franchise Agreement
C. Contracts for use with the Franchise
D. Financial Statements
E. List of Current and Former Franchisees and Regional Directors
F. Franchise Operations Manual Table of Contents
G. State Addenda
H. State Effective Dates
I. Receipt

Date	Signature	Printed Name

Date	Signature	Printed Name

RECEIPT
(Our Copy)

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 Doc Popcorn Franchising L.L.C. 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 or grant. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Doc Popcorn Franchising L.L.C. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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Date Signature Printed Name

Date Signature Printed Name

Important: Please sign and fax this page to 270-575-6997, then return this page by mail or courier to Doc Popcorn Franchising L.L.C. at 910 South 5th Street, Paducah, Kentucky 42003.