FRANCHISE DISCLOSURE DOCUMENT

Slim Chicken's Development Company, LLC
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The franchise offered is for the establishment of one or more Slim Chickens restaurants (each a "Restaurant") featuring chicken tenders, chicken wings, salads, sandwiches, wraps, sides and dipping sauces, related merchandise and beverages.

The initial investment necessary to begin operation of a single Slim Chickens franchise ranges from $1,307,000 to $4,052,000. This includes $15,000 to $30,000 that must be paid to us as an initial franchise fee (amount depends on whether you have signed a Development Agreement to develop multiple Restaurants). If you sign a Development Agreement to develop multiple Restaurants, you will have to pay us a territory fee equal to $15,000 multiplied by the total number of Restaurants to be developed. We do not have a minimum number of Restaurants you would need to develop to sign a Development Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sam Rothschild at Slim Chicken's Development Company, LLC, 1088 E Millsap Road, Fayetteville, Arkansas, 72703; Tel: (479) 935-4444.

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

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

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

Date of Issuance: April 27, 2022

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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C. Franchise Agreement (including state addenda, as applicable)
D. List of Agents for Service of Process
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F. List of Franchisees
G. List of Franchisees Who Have Left the Slim Chickens System
H. Financial Statements
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J. State Specific Addenda to Franchise Disclosure Document

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

The franchisor is Slim Chicken's Development Company, LLC. To simplify the disclosure document, Slim Chicken's Development Company, LLC is referred to as "Slim Chickens," "we," "us," or "our". "You" means the person or legal entity who buys the franchise or development rights, the Franchisee. If you are a corporation, limited liability company, partnership or any other type of legal entity, certain of the provisions of the Franchise Agreement and Development Agreement (defined below) also will apply to, and be binding upon, certain of your owners (referred to as your "Owners"). We will require that certain of your Owners personally guarantee, and be personally bound by, some or all of your obligations under the Franchise Agreement and the Development Agreement.

We are a Delaware limited liability company organized on June 15, 2011.

We do business only under the name of our LLC and the name "Slim Chickens." Our principal place of business is located at 1088 E Millsap Road, Fayetteville, Arkansas 72703. Our mailing address is P.O. Box 10410, Fayetteville, Arkansas 72703-0042. The name and principal business address of our agent for service of process is Tom Gordon, 1088 E Millsap Road, Fayetteville, Arkansas 72703.

We do not directly own or operate any Restaurants. As of the end of our last fiscal year, our affiliates owned and operated 9 Restaurants in Arkansas and Oklahoma (which includes 1 non-traditional Restaurant located inside a stadium in Arkansas).

We began offering franchises for the operation of Restaurants in August 2011. We have not offered franchises in any other line of business.

Our Parent, Predecessor and Affiliates

Our parent is Slim Chickens Global, LLC, a Delaware limited ability company formed on June 3, 2019 ("SC Global"). SC Global was formed as a holding company to hold ownership interests in us, Holdings (defined below) and our other affiliates described below. SC Global shares our principal business address.

Our affiliate is Slim Chicken's Holdings, LLC, an Arkansas limited liability company formed on August 4, 2006 ("Holdings"), which owns substantially all of the intellectual property rights related to the Slim Chickens name; identity; service marks; trademarks; unique methods of food preparation, presentation and restaurant operations; and a confidential manual of business practices and policies (collectively, the "Slim Chickens System"). Holdings retains the right to franchise or license the Slim Chickens System, though it does not now offer franchises in any line of business or provide products or services to anyone other than us. Holdings shares our principal business address.

Our predecessor is Slim Chicken's, Inc., an Arkansas corporation that previously held an oral license from Holdings to use and sublicense the use of the Marks and Slim Chickens System, and briefly offered Slim Chickens franchises for sale in 2007, but never sold any franchises. Slim Chicken's, Inc. no longer conducts any business related to the Slim Chickens System. Slim Chicken's, Inc.'s last known principal business address is our current business address.

Our other affiliate Slim Chickens Restaurants, LLC, a Delaware limited liability company formed on June 3, 2019 ("SCR") accrued to the company-affiliated Restaurant assets of our former affiliates HSG Partners, Inc., an Arkansas corporation ("HSG") and SC Houston Holdings, LLC, a Texas limited liability

company ("SC Houston"), by merger in July 2019 with SCR being the surviving entity. SCR indirectly owned and operated 11 Restaurants in Arkansas, Kansas and Oklahoma (which includes 1 non-traditional Restaurant located inside a stadium in Arkansas) as of the end of our last fiscal year. SCR shares our principal business address and the last known principal business address for HSG and SC Houston was our current principal business address.

Neither SC Global, Holdings nor SCR have ever offered franchises for Slim Chickens restaurants, nor have they offered franchises in any other line of business.

Description of the Franchise

The franchise offered by us (the "Franchise") is the right and license to own and operate a Restaurant at a specific location for an initial term of 10 years (subject to renewal as set forth in Item 17), and to use the Slim Chickens System in connection with the operation of the restaurant. Restaurants are fast casual service restaurants featuring fresh chicken in numerous forms, meals, wraps, sandwiches and salads, and is highlighted by Slim Chickens famous tenders and wings and homemade signature sauces. Restaurants feature quality food, beverages, clean facilities, moderate prices, and quick and efficient service with indoor dining and often times drive-through service as well.

To become a Slim Chickens franchisee, you will execute a Franchise Agreement which will give you the exclusive right to open and operate a Restaurant at a specific, approved location, or within an approved designated area, within a specific period of time. Under the standard Franchise Agreement, you are granted the right and license to operate a Restaurant at a specific location for an initial term of 10 years. The standard form of Franchise Agreement is attached as Exhibit C to this disclosure document.

Unless we authorize you to develop a single Restaurant at a site we pre-approve before you sign the Franchise Agreement, we require new franchisees to enter into a Development Agreement with us, which will give them the right to develop more than one Restaurant in a defined geographic territory in accordance with a specified development schedule. The standard form of Development Agreement is attached as Exhibit B to this disclosure document. You will sign a separate Franchise Agreement to operate each Restaurant. If you sign a Development Agreement, you will pay us a territory fee equal to $15,000 multiplied by the total number of Restaurants you will develop. If you sign a Development Agreement, you will not sign the first Franchise Agreement until you either appear for initial training or start construction on your first Restaurant.

Restaurants offer products to the general public and will compete with national or regional "chains" and local businesses which serve fast casual food. We believe that the demand for fast casual service food is increasing.

Industry-Specific Regulation

The restaurant and foodservice industry is heavily regulated in the United States by federal, state, and local governments.

The Affordable Care Act of 2010 and regulations issued by the U.S. Food and Drug Administration (the so-called "menu labeling rule") require covered retail foodservice establishments, including those that are part of a chain of 20 or more units, to disclose to consumers, on menu boards, online ordering platforms, and otherwise, certain nutritional information regarding menu items.

Other laws have particular applicability to restaurants and other retail foodservice establishments, including food safety and health and sanitation laws and liquor license laws, liquor liability, and dram shop laws (if alcoholic beverages are offered or sold on the premises). Many states and municipalities also require specific licensure or training in sanitation and safety laws before permitting a restaurant to serve the public.

Recently, some cities have enacted laws that impose specific burdens targeted on restaurants and other retail foodservice establishments that serve foods or beverages that are high in sugar and/or salt. Such cities may require restaurants operating in their jurisdiction to pay additional taxes on the sale of sugar sweetened beverages and/or may require restaurants or other retail foodservice establishments to warn consumers of high-sodium menu items.

Some states and cities also require that restaurants and other retail food establishments provide information to consumers about food allergens.

To operate the Restaurant, you will need to determine and understand the laws that apply in your geographic area and then implement compliance procedures, as needed, to ensure your Restaurant's full compliance with applicable laws and regulations.

Many of the laws that apply to business generally, like the Americans with Disabilities Act, federal wage and hour laws, and the Occupation, Health and Safety Act, also apply to restaurants and other retail foodservice establishments. Your development and operation of the Restaurant will also be subject to compliance with applicable zoning, land use and environmental regulations as well as federal and state minimum wage laws governing such matters as working conditions, overtime and tip credits and other employee matters. It is likely that a significant number of your Restaurant's food service and preparation personnel will be paid at rates related to the federal minimum wage and, accordingly, further increases in the federal, state or local minimum wage will affect your labor costs.

The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards that limit emissions of ozone, carbon monoxide and particulate matters, including emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

We recommend that you check with your state and local agencies to determine which laws apply to the operation of a Restaurant in your area. You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2
BUSINESS EXPERIENCE

Thomas D. Gordon, Chief Executive Officer

Mr. Gordon is a founder of the Slim Chickens System and has served as our Chief Executive Officer and Co-Manager since our formation in June 2011. Mr. Gordon also concurrently serves as a Director and the Chief Executive Officer and Co-Manager of SC Global (since its formation in June 2019), Holdings (since its formation in August 2006) and a Manager of SCR (since its formation in June 2019). Mr. Gordon also served as Chief Executive Officer and Director of HSG from December 2002 to June 2019.

Gregory D. Smart, Chief Concept Officer

Mr. Smart is a founder of the Slim Chickens System and has served as our Chief Concept Officer since September 2017. Mr. Smart served as our Chief Brand/Marketing Officer from our formation in June 2011 to August 2017. Mr. Smart also concurrently serves as a Director and Co-Manager of SC Global (since its formation in June 2019), Holdings (since its formation in August 2006) and a Manager of SCR (since its formation in June 2019). Mr. Smart also served as Chief Executive Officer and Director of HSG from December 2002 to June 2019.

H. Scott Pressley – Director of Slim Chickens Global, LLC

Mr. Pressley has served as a Director of SC Global since July 2019. Mr. Pressley has also served as a Managing Partner of 10 Point Capital since April 2018, as Chairman of Tropical Smoothie Café, LLC since August 2012, as a Partner in BIP Opportunities Fund, LP since November 2008 and as a Managing Partner of Van Ness Capital Advisors since July 2007. Mr. Pressley has been based in Atlanta, Georgia for all positions.

Seth A. Jensen, Chief Financial Officer

Mr. Jensen has served as our Chief Financial Officer since our formation in June 2011 and as a Member of SC Global since July 2019. From May 2010 to June 2011, Mr. Jensen served as Chief Financial Officer for Renegade Restaurant Group, a restaurant consulting practice in Dallas, Texas.

Sam Rothschild, Chief Operating Officer

Mr. Rothschild has served as our Chief Operating Officer since October 2013 and as a Member of SC Global since July 2019. From April 2013 to September 2013, Mr. Rothschild served as Vice President of Franchise for Ignite Restaurant Group, Inc. in Houston, Texas. From November 2011 to October 2012, Mr. Rothschild served as Chief Operating Officer and Executive Vice President for Hooter's of America in Atlanta, Georgia. From November 2007 to August 2011, Mr. Rothschild served as Senior Vice President of Operations for Applebee's Services, Inc. in Lenexa, Kansas.

Chris Allison, Chief Marketing Officer

Mr. Allison has been our Chief Marketing Officer since September 2017. Since July 2010, Mr. Allison has also served as the President of Allison Marketing Services and the President and Managing Director of Spruce Street Development.

Christina Vaughan, Senior Vice President of Operations

Mrs. Vaughan has served as our Senior Vice President of Operations since October 2021. From November 2020 to October 2021, Mrs. Vaughan served as Vice President of Operations at Steak 'n Shake Corporation at Indianapolis, Indiana. From January 2020 to November 2020, Mrs. Vaughan was Vice President, Operations and Training of Sonic Corp. in Oklahoma City, Oklahoma. From January 2017 to January 2020, Mrs. Vaughan was President of Sonic Corp. in Oklahoma City, Oklahoma.

Brian Simowitz, Vice President of Operations

Mr. Simowitz has served as Vice President of Franchise Operations since October 2014. From June 2010 to October 2014, Mr. Simowitz served as Regional General Manager for Canada and Mexico in the International Division of Applebee's International, Inc. in Lenexa, Kansas.

Chris Patterson, Director of Training and Development

Mr. Patterson has served as Director of Training and Development since April 2016. From March 2014 to March 2016, Mr. Patterson served as Sr. Director of Training & Development for Dickey's Barbecue Pit in Dallas, Texas. From October 2004 to February 2014, Mr. Patterson served as Director of People Development/Training for CiCi's Pizza in Dallas, Texas.

Jacquelyn Lobdell, Vice President Franchise Development

Ms. Lobdell has served as our Vice President Franchise Development since June 2020. From June 2018 to June 2020, Ms. Lobdell served as Executive Director Franchise Development since June 2018. From February 2015 to June 2018, Ms. Lobdell served as a Director Franchise Sales for Focus Brands in Atlanta, Georgia. From April 2012 to January 2015, Ms. Lobdell was a Senior National Account Manager for Gannet in Chicago, Illinois.

Bill Schreiber, Vice President of International Development

Mr. Schreiber has served as our Vice President of International Development since April 2022. From March 2020 to April 2022, Mr. Schreiber served as the Executive Director of International Development for Mathnasium LLC in Los Angeles, California. Prior to that, Mr. Schreiber served as the Vice President of International Development for ILITCH Companies D/B/A Little Caesars Pizza from July 2017 to December 2020 in Detroit, Michigan.

ITEM 3
LITIGATION

In the Matter of Slim Chicken's Development Company, LLC, Order No. S-20-2961-20-CO01. On September 29, 2020, we entered into a Consent Order with the Securities Division of the Department of Financial Institutions of the State of Washington to resolve alleged violations of the Franchise Investment Protection Act of Washington. Specifically, the Washington Securities Division alleged that we sold two franchises in Washington without being registered to sell franchises there, and in addition, that we failed to disclose to the two franchise prospects that we were not registered to offer or sell franchises in the state of Washington. We cooperated fully with the state's investigation of this matter. By the terms of the Consent Order, we agreed to (1) cease and desist from offering and selling franchises in violation of the Franchise Investment Protection Act of Washington; (2) cease and desist from violating RCW 19.100.170(2) by disclosing all material facts to any Washington prospects, including if we are not registered to offer or sell franchises in the state of Washington; and (3) pay the State of Washington's investigative costs of $1,000.

Hodson vs. Slim Chicken's Development Company, LLC, et al.; Washington County Circuit Court Case No. CV12-2137-5 (2012). Plaintiff Hodson was a minority owner of our former affiliate HSG, which

owned and operated the then existing company-owned Restaurants. Hodson sued us and our affiliates for breach of contract, breach of fiduciary duty, fraud, misrepresentation and other similar claims related to our operation of the company-affiliated restaurants and plans to franchise the Slim Chickens System. On May 15, 2013, the parties to this suit reached a settlement agreement in which all agreed to dismiss the suit with prejudice. As part of the settlement, our then-current affiliates HSG, Holdings and Slim Chickens, Inc. purchased Hodson's minority ownership interest in each of them for a fair market value that we and Hodson set at $420,000.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

If you have signed a Development Agreement, you must pay us an initial franchise fee of $15,000 at the time you sign the Franchise Agreement. If you have not signed a Development Agreement, you must pay us an initial franchise fee of $30,000 at the time you sign the Franchise Agreement.

We normally require new franchisees to sign a Development Agreement to develop and operate multiple Restaurants unless we authorize you to develop a single Restaurant at a site we pre-approve before you sign the Franchise Agreement. When you sign the Development Agreement, you must pay us a territory fee equal to the sum of $15,000 multiplied by the total number of Restaurants you will develop under the Development Agreement. We do not require any specific minimum or maximum number of Restaurants to be developed under the Development Agreement.

You will normally sign the Franchise Agreement for your first Restaurant either before you appear for initial training or when you start construction for your first Restaurant. You will sign the Franchise Agreements and pay the initial franchise fees for the second and each additional Restaurant to be developed under the Development Agreement before you start construction on each Restaurant.

The initial franchise fee and territory fee are uniformly imposed and are not refundable.

ITEM 6
OTHER FEES

Name of Fee	**Amount**	**Due Date**	**Remarks**
Royalty Fee	5% of Gross Sales	Payable weekly	See Explanatory Notes for definition of Gross Sales.
Advertising Fund Contribution	2% of Gross Sales	Payable weekly	You pay the Advertising Fund Contribution directly to us.

Name of Fee	**Amount**	**Due Date**	**Remarks**
Local Ad Expenditure/ Local Advertising Cooperative Contribution	1% of Gross Sales	Payable weekly	You must spend an amount equal to the Local Ad Expenditure yourself on approved marketing, but we may require you to pay some or all of the Local Ad Expenditure to an approved Advertising Cooperative for regional or local advertising. In no case will you pay more than 1% as the Local Ad Expenditure or an Advertising Cooperative payment.
Grand Opening Advertising	$10,000	As incurred	You must spend this amount on advertising the grand opening of the Restaurant.
Technology Fee	An annual amount we set for each calendar year based on our then current estimated costs, which is paid in equal installments on a weekly basis; currently $0 annually.	Payable weekly	The Technology Fee is for technology-based innovation expenditures that we deem valuable investments for the Slim Chickens System, which may include new mobile training and operational performance software, cloud-based franchise-management solutions, IT phone support and database maintenance, digital marketing, online ordering and loyalty programs, e-learning solutions loyalty programs, Customer surveys and other operational goods or services for your Slim Chickens Restaurant.
Additional Persons or Refresher or Replacement Persons at Initial Training	$1,000 per person plus our out-of-pocket costs (if any).	Before or at beginning of initial training for the additional or replacement training participant.	Payable to us only if you request additional trainees be permitted to attend initial training and we consent, if you have replacement trainees or if you request or we decide your personnel needs refresher training.
Required Education/ Training Programs	If we require your attendance at education programs/training sessions sponsored or held by us, we may charge you a fee for such attendance.	Before or at beginning of said program/seminar.	Payable to us or seminar/training program sponsor.
Development Extension Fee	$5,000 for a single 6-month extension	15 days before an expiration date under your Development Schedule.	Payable if you are behind on your Development Schedule and desire up to a 6-month extension.

Name of Fee	**Amount**	**Due Date**	**Remarks**
Transfer of Development Agreement	$10,000 plus reimbursement of our actual costs.	Prior to consummation of transfer	Payable by you or your assignee when you sell your development rights. There is no charge if the assignee is a corporation formed by you for the convenience of ownership in which you are the sole shareholder.
Transfer of Franchise Agreement	$5,000 plus reimbursement of our actual costs.	Prior to consummation of transfer	Payable by you or your assignee when you sell your franchise. There is no transfer fee if the assignee is a corporation formed by you for the convenience of ownership in which you are the sole shareholder, but you must still reimburse us for our costs in documenting the transfer.
Renewal Fee for Franchise Agreement	25% of then-current initial franchise fee	Prior to renewal after initial 10-year term	Payable by you upon execution of the renewal Franchise Agreement.
Cost of Plan Revisions	Cost of revisions, ranging from $100 to $1,500	As incurred	If you make any revisions to your initial construction plans, you are responsible for the cost of those revisions.
Non-Compliance Fees	$250 to $1,000 per contractual deviation or default.	When billed.	Due if you deviate from any contractual requirement, including Brand Standards. Non-Compliance Fees compensate us for administrative and management costs, not for our damages due to your default. The fee is $250 for the first violation, $500 for the second violation, and $1,000 for the third and each subsequent violation. Violations need not be the same.
Interest on Late Payments	An amount equal to the lesser of 1.5% of overdue balance or the maximum rate allowed by law	Upon payment of monies owed	Interest is charged on all late payments to Franchisor.
Audit	Cost of audit	As incurred	Payable only if audit shows understatement of 2% or more of Gross Sales. See Item 9; Franchise Agreement, Section 4.7.
Customer Service Response Program	Cost of program, ranging from $50 to $200 per month	Monthly as incurred	If we require you to participate in a Customer Service Response Program, you will pay a monthly fee to the provider.

Name of Fee	Amount	Due Date	Remarks
App & Reward Programs	Then current amount, currently $115 per month	Monthly as incurred	You will pay a monthly fee to our then current provider for app & reward programs.
OLO Online Ordering	Then current amounts, currently $100 initial activation fee plus $50 monthly fee plus transaction fees (currently averaging about $200 per month)	Monthly as incurred	We currently use OLO for online ordering. You must pay the third-party vendor an initial fee, a monthly fee and individual transaction fees.
Attorney's Fees and Costs	All amounts incurred in collection efforts	As incurred	You must pay our attorney's fees and costs incurred in collecting any money you owe to us or for enforcement of the Agreement.
Relocation Fee	$5,000	As incurred	Payable if we allow you to relocate your Restaurant.
Franchisee Offering Fee	$5,000 plus costs and expenses	As incurred	Payable if we allow you to engage in a securities offering.
New Product or Service Testing Re-imbursement	An amount necessary to reimburse us for our reasonable cost of inspection and the actual cost of testing a potential new product or service.	As incurred	Payable by you or your proposed supplier for an unapproved good or service that you want to use in your Restaurant.

Explanatory Notes

1. Except as described above, all fees are uniformly imposed by and payable to us. All fees are non-refundable.

2. "Gross Sales" means all revenues generated by your business conducted upon, from or with respect to the Restaurant, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Sales includes monies or credit received from the sale of food, beverages of all kinds and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, including such off-premises services as catering and delivery. Gross Sales does not include the sale of food or merchandise for which refunds have been made in good faith to customers, or taxes imposed by a governmental authority directly on sales and collected from customers (such as sales, meals, use or excise taxes); provided that the amount for such tax is added to the selling price or absorbed therein, and is actually paid by you to such governmental authority. We reserve the right to institute policies in the Brand Standards Manual or otherwise in writing from time to time regarding the inclusion in Gross Sales of any pre-paid goods or services (including, without limitation, gift cards and gift certificates) and the delivery and redemption thereof.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

FOR A SINGLE RESTAURANT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee [(1)]	$15,000 to $30,000	As arranged	On Signing of the Franchise Agreement	Us
Real Property / Site Lease / Site Review Fees [(2)] [(3)]	$0 to $15,000 See Notes 2 and 3	As arranged	As Agreed	Third Parties
Construction/Site Work/Building Conversion [(2)] [(3)]	$600,000 to $1,800,000	As arranged	As Agreed	Third Parties
Furniture, Fixtures, and Equipment [(4)]	$275,000 to $325,000	As arranged	As agreed	Vendors
Smallwares [(5)]	$13,000 to $16,000	As arranged	As agreed	Vendors
Building Signage and Interior Graphics [(6)]	$45,000 to $75,000	As arranged	As agreed	Vendors
Soft Costs [(7)]	$137,000 to $278,000	As arranged	As agreed	Vendors
Insurance [(8)]	$9,000 to $15,000	As arranged	As agreed	Insurance Company
Opening Inventory [(9)]	$6,000 to $10,000	As arranged	As agreed	Vendors
Training Costs/Opening Assistance Reimbursement [(10)]	$23,000 to $39,000	As arranged	Before training	Vendors
POS System/Drive-Thru Components/Menu Boards	$80,000 to $130,000	As arranged	As agreed	Vendors
Low voltage/Security/Network Installation	$35,000 to $45,000	As arranged	As agreed	Vendors
Security and Utility Deposits[(11)]	$2,500 to $12,000	As arranged	As agreed	Vendors and Utility Companies
Business Licenses (excluding beer and wine license)[(12)]	$400 to $2,000	As arranged	As agreed	Licensing Authority
Grand Opening Ad Expenditure[(13)]	$10,000	As arranged	As agreed	Service Providers
Additional Funds – 3 months [(14)]	$40,000 to $65,000			
TOTAL FOR a Single Franchise [(15)]	**$1,307,000 to $4,052,000**			

YOUR ESTIMATED INITIAL INVESTMENT

FOR A DEVELOPMENT AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Territory Fee[16]	$30,000 to $75,000			
Additional Funds – 3 months[17]	$2,500 to $4,000			
TOTAL for an Area Development Agreement	**$32,500 to $79,000**			

Explanatory Notes For Both Charts

1. The initial franchise fee for a Restaurant you will develop after signing a Development Agreement is $15,000. The initial franchise fee for a single Restaurant you develop is $30,000.

2. We expect you will lease the real estate for your Restaurant. Purchasing the real estate for your Restaurant will make your total initial investment substantially higher. The cost of leasing or purchasing real estate will vary, depending on location and other factors such as whether there is an existing structure on the site. The low amount for real estate contained in the chart is based on you signing a real estate lease to build out an existing structure with commencement of rent on opening and paid through the first three months' of operations (basing rent at approximately $15,000 to $17,000 per month). The high amount for real estate in the chart is based on your purchasing land between 0.80 and 1.5 acres at a one-time cost ranging from $500,000 to $1,200,000. Preferred locations for the Restaurants are prominent locations in heavily-populated suburban areas and/or "strip" shopping centers that have both significant household counts and significant daytime and nighttime business (typically retail and/or office), and in markets that are the center of a wide-area of trading population. You may incur site review fees if you submit 3 or more sites to us for review. See Item 5.

3. Your Restaurant will be established in accordance with our current Restaurant designs. Building costs for our current Restaurant designs are expected to range from $200 to $560 per square foot, depending on whether you build out an existing structure or undergo new construction, and will vary by building size. Our current Restaurant design consists of approximately 2,400 to 3,200 square feet of interior space and approximately 200 to 1,000 square feet of outdoor patio space. Our low amount reflects a conversion of an existing restaurant building and inline spaces. Our high amount reflects a prototype new build. These amounts assume that your landlord will not contribute to your build-out.

4. The furniture, fixtures and equipment costs are based on the costs charged by our vendors for the furniture, fixtures and equipment required in all operations manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice relating to a Restaurant's operation and management and to market the products Restaurants serve, estimated to be $75 to $82 per square foot. The operations manuals disclose the principle elements of the System, and its contents are and will remain our exclusive property

(collectively referred to as the "Brand Standards Manual").

5. Smallwares include utensils, flatware and all handheld equipment for use in food preparation, handling and processing. They do not include furniture, fixtures and major equipment.

6. Your signage costs will depend on whether you build a free-standing, endcap or inline location and whether you have architectural, municipal or lease restrictions on the signage you can use at your Restaurant. In all cases, you are required to meet or exceed our specifications for your signage unless you are restricted by local ordinance from meeting our specifications.

7. Soft costs include necessary site work; permits; utility connection or "tap" fees plus all other fees imposed by federal, state, and/or local jurisdiction and which are necessary to obtain certificate of occupancy; architecture fees; meeting costs; title reports; legal services; soil analysis; printing of plans; and ancillary items.

8. You must carry insurance as required in the Franchise Agreement. The amount in the table represents our best estimate of the premiums required for commercial general liability, business automobile liability, employment practices liability, property, workers' compensation, and umbrella liability insurance during a Restaurant's first year of operation. However, your costs may vary from those described in the table.

9. Opening inventory consists of food, disposables, chemicals, cleaning supplies, and uniforms.

10. The amounts shown include estimated travel, lodging, meal and incidental expenses for your Controlling Owner, your first Supervisor and up to three other salaried managers to attend our required initial training program. This program will include training in a company-affiliated Restaurant to be approved by us. Such amounts will vary depending on the number of trainees that attend the initial training program, the distance traveled, method of travel and choice of accommodations.

11. Security and utility deposits include estimated deposits for leased premises and equipment, telephone service and other utilities.

12. The range given provides our best estimate of the costs you will incur for business permits and miscellaneous deposits, excluding utility deposits which are included elsewhere herein. This amount does not include costs to obtain a beer and wine license, which will vary among jurisdictions.

13. You must submit your grand opening advertising budget to us for approval before spending the Grand Opening Ad Expenditure. You must submit proof of the Grand Opening Ad Expenditure upon our request. The only circumstances where you may not be required to conduct a grand opening is if you have multiple existing Restaurants in close proximity to the new Restaurant and the marketing efforts at those Restaurants provide sufficient grand opening marketing for your new Restaurant.

14. Additional funds include expenses for wages, occupancy costs, professional expenses and other recurring expenses before the opening of the Restaurant, and during the first 3 months of operation.

15. These figures are an estimate of your total opening and operating expenses for the initial 3

months of business. They are based on our current and past affiliates' experience (including SCR and HSG) in constructing and operating Restaurants in Arkansas, Kansas and Missouri since 2003. The costs in your region of the country will vary. Your expenses may also vary depending on the size and location of your Restaurant, your experience, the prevailing wage, your level of sales, the competition and other factors, including landlord contributions, beer and wine costs and whether you are converting an existing restaurant location to a Restaurant.

16. If you sign the Development Agreement, you must pay us a territory fee equal to $15,000 multiplied by the total number of Restaurants to be developed under the Development Agreement. Although we do not require any specific minimum or maximum number of Restaurants to be developed under the Development Agreement, the estimated low column of the chart shows the territorial fee for a Development Schedule that requires you to develop two Restaurants. This amount is $30,000 ($15,000+ $15,000). The estimated high column of the chart shows the territory fee you would pay when signing a Development Agreement with a Development Schedule that requires you to develop 5 Restaurants. This amount is $75,000 ($15,000 + $15,000 + $15,000 + $15,000 + $15,000).

17. Because your primary obligations under the Development Agreement are to develop Restaurants under Franchise Agreements and you will likely sign the first Franchise Agreement before you appear for training or start construction on your first Restaurant, your initial investment in connection with the Development Agreement consists of your territory fee, any additional professional and administrative fees and expenses related to reviewing and signing the Development Agreement and your site selection work.

We do not offer, directly or indirectly, any financing arrangements for your initial investment.

Depending on jurisdiction, etc., such costs and expenses as described above may not be refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must develop your Restaurant premises and acquire furniture, fixtures and equipment and all necessary signs for your Restaurant according to the standards and specifications established by us and as contained in the Franchise Agreement and Brand Standards Manual. We may modify the standards and specifications from time to time. We will promptly notify you of any such modifications. We formulate and modify these specifications and standards based on research, industry trends and our general business plan.

Except as stated below, you are not obligated to lease or purchase goods, services, supplies, fixtures, equipment or inventory relating to the establishment or operation of the Restaurant from us or our affiliates.

You must use only approved food products that meet or exceed the standards we specify, purchase them from an approved source that we designate, and exclusively use the approved food products in all menu items your Restaurant serves (described more specifically below). Likewise, you must purchase inventory and supplies only from approved suppliers we designate or approve from time to time.

We currently have approved Sysco as our primary approved distributor for approved products. You must purchase certain other products used in the Restaurant from our approved product distributor (as outlined

in the Brand Standards Manual or in lists maintained by us or our approved product distributors from time to time) unless you have first obtained our prior written consent to purchase products from another distributor in accordance with our vendor and supplier review process (see below).

Currently, there are several required products that you must purchase directly from our sole approved third-party vendor, as follows: (1) we currently require you to use New Carbon Company, LLC as our exclusive manufacturer/supplier of our waffle maker and batter for Restaurants. Our contact is Tom McVey, National Sales Manager at 4101 William Richardson Drive, South Bend, Indiana 46628; (800)866-1355 and tmcvey@goldenmalted.com; (2) we currently require you to purchase and use Farmer Brothers tea and spice products in your Restaurant. Our contact at Farmer Brothers is Allen Fowler at 1912 Farmer Brothers Drive in Northlake, Texas, afowler@farmerbros.com and (405) 659-2713; (3) depending on your location, we currently require you to use Flowers Bakery fresh bread products in your Restaurant. Our contact at Flowers Bakery is Mark A. Morrison at 1919 Flowers Circle, Thomasville, GA 31757, mark.a.morrison@flocorp.com and (409) 429-8309; and (4) depending on your location, we require you to source fresh bread products from our current vendor Bimbo Bakeries. Our contact at Bimbo Bakeries is Frank Johnston, Senior Key Account Mgr- Foodservice, 1811 Taylor Ave., Louisville, KY 40213, 812-786-4492, frank.johnston@grupobimbo.com.

Additionally, you must maintain all your equipment, signage, decorations, fixtures, furnishings and leasehold improvements used in connection with your Restaurant in good order and repair and you must promptly replace your equipment, signage, decorations, fixtures, furnishing and leasehold improvements as they become worn, damaged, obsolete, out of style or mechanically impaired and when offered or applicable, enter into preventative maintenance programs as further described in the Brand Standards Manual.

The purpose of these requirements is to establish quality control standards for the items used in the operation of your Restaurant and to protect, maintain and promote the product consistency, reputation, goodwill and public acceptance of our service marks, trademarks and products.

Additional suppliers may be approved if they apply for such status in writing to us and satisfy us that they are capable of meeting its specifications, criteria, quality standards and standards of reliability.

We maintain general, non-specific criteria for the approval of suppliers which are applied in the discretion of our purchasing department. These include the proposed supplier having the following: a reputation of satisfactory business experience and reliability; sound financial condition; clean and adequate production facilities and equipment; adequate production capacity and expansion capability; ability to meet our product specifications; and price competitiveness. Any supplier of products seeking to gain status as a Slim Chickens supplier must also demonstrate a willingness to follow any and all guidelines which we promulgate and must, at a minimum, meet all health and safety standards set forth by applicable governing agencies. Our criteria for supplier approval are available to franchisees.

To become a Slim Chickens supplier, the usual method is for the supplier to notify us of its desire to become a Slim Chickens supplier. We then provide to such supplier the required specifications of the product(s) which said supplier seeks to supply. Upon the submission of a financially competitive price quotation by the supplier, we authorize the supplier to produce a product sample. Following a positive testing by our laboratory, we conduct a plant inspection, investigating among other things the supplier's practices regarding sanitation, general manufacturing and distribution. Upon successful completion of such inspection, we customarily elect to test the adequacy of such product(s) at certain restaurant sites chosen by us. Successful results and findings may result in the said supplier being approved as a Slim Chickens supplier. We give written notification of either acceptance or rejection to any supplier seeking

to become a Slim Chickens supplier. A sponsoring franchisee of such a proposed supplier would receive a copy of such notice. The time period for receiving notice will vary based on our investigations and the results thereof. We reserve the right to seek reimbursement from you or the supplier for our reasonable cost of inspection and the actual cost of testing a potential new product or service.

Periodically, we may conduct investigations of a supplier's product, premises and performance in order to ensure that the quality of the product and the supplier's service is continuing to meet our standards. If such investigation finds the product quality, manufacturing practices or supplier's service to be inadequate, we give a supplier notification in writing of its revocation of status as a Slim Chickens supplier. Franchisees receive written notification of any such revocation of status.

None of our officers have an ownership interest in any of our current suppliers.

We are currently the only approved supplier for our initial and continuing training materials. We may from time to time purchase products or other items in bulk and resell them to you for use in the Restaurants. We may derive revenue from these suppliers in the form of marketing allowances as explained below.

We do not offer you any material benefits based on your purchase of particular goods or services or use of particular approved vendors.

We have the right to require you to join and participate in a local, regional or national purchasing cooperative association with us or other franchisees. (Franchise Agreement, Section 10.1(i)). If such a purchasing cooperative is formed, you must be a member, remain in good standing and may be subject to an additional membership fee. We have not arranged any purchasing cooperatives for our franchisees as of the date of this disclosure document.

We estimate that the purchases described above will equal approximately 40% to 50% of the total cost to establish your Restaurant, and approximately 10% to 25% of your ongoing operating expenses.

We have contracted with manufacturers and suppliers who provide volume discounts, rebates and other cash payments based on volume purchases of supplies, products, foodstuffs, and menu items used by our company-owned or affiliated Restaurants who pay us rebates and/or cash based on purchases by franchised and company-owned or affiliated Restaurants. We anticipate that all or some portion of such discounts, rebates, or other cash payments received by us as a direct result of your Restaurant will be provided to you, but we reserve the right in our sole discretion to direct such amounts to be: (a) contributed to the Advertising Fund for the development and implementation of our plan for advertising Restaurant goods and services, (b) retained by us, or (c) otherwise used to benefit the Slim Chickens System. In all cases, we will deduct our expense to coordinate and test supplies, technology, products, foodstuffs or menu items and supplies. We reserve the right to receive revenue from the sale of items to you by third parties.

Currently, we have signed contracts or other relationships with vendors that pay us or the Advertising Fund amounts or rebates as follows:

Coca-Cola and Dr. Pepper Snapple Group. Unless otherwise agreed, you must offer and sell soft drink products manufactured by Coca-Cola and Dr. Pepper Snapple Group at your Restaurant. Coca Cola will send you a rebate based on an amount per gallon of syrup that you purchase and also currently sends an additional smaller rebate directly to the Advertising Fund. We have the same arrangement for Dr. Pepper Snapple Group products. Our affiliates that operate Restaurants also receive similar rebates.

Kerry Food. Our breading supplier pays our affiliate SCR a current rebate of $0.27 per pound based on an annual contract that we may continue or discontinue at its discretion.

Lambweston. Our approved potato vendor currently pays a rebate into the Advertising Fund on franchisee purchases.

Carbons. Our waffle vendor currently pays a small rebate into the Advertising Fund based on franchisee purchases.

Western. Our branded materials seller currently pays a small rebate into the Advertising Fund based on franchisee purchases.

During our fiscal year 2021, we had total revenues of approximately $16,150,317, of which $0 or 0% consisted of income from the sale of required goods or services to franchisees. Also, during our fiscal year 2021, our affiliate SCR received approximately $790,399.35 from the sale of required goods or services to franchisees(all related to our breading supplier during the 2021 fiscal year).

We have the right and will require you to use and upgrade any computer-based program or system that we may designate. All new restaurants are required to install and use the Brink Restaurant POS System software and computer hardware. We require you to install and maintain a hardware and software firewall device on your point-of-sale network that follow closely to the Payment Card Industry (PCI) DSS merchant requirements as stated on the http://www.pcisecuritystandards.org. For further information regarding the approved software and computer hardware, see Item 11.

You must obtain and maintain insurance policies protecting you, and us as additional insured, on a primary non-contributory basis. The policy must contain a waiver of all subrogation rights against us, our affiliates, and their successors and assigns, and must provide for 30 days' prior written notice to us of any material modifications, cancellations, or expirations.

These policies must include the coverage that we require from time to time, which currently includes the following:

Type of Insurance	Minimum Limit
Workers' Compensation Insurance	Statutory limits as required by the laws and regulations applicable to the employees of Franchisee who are engaged in the performance of their duties relating to the Restaurant, including any pre-opening training programs, as well as such other insurance as may be required by statute or regulation of the state in which the Restaurant is located
Employer's Liability Insurance, for employee bodily injuries and deaths	$1,000,000.00 for each accident
Comprehensive or Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, Liquor Liability and Broad form Property Damage liability coverages	Combined single limit of at least $2,000,000.00

Type of Insurance	Minimum Limit
Umbrella Liability Insurance	Minimum coverage of $3,000,000.00
Comprehensive Automobile Liability Insurance, if applicable, covering owned, non-owned and hired vehicles	Combined single limit of at least $1,000,000.00
All Risk Property Insurance, including business interruption, on a replacement cost basis	Limits as appropriate, covering the real property and any real property that you may be obligated to insure by contract
Employment Practices Liability Insurance	Limit of at least $1,000,000.00 per occurrence.

At least 10 days before you are required to carry insurance, and after that at least 30 days before the expiration of any policy, you must deliver to us certificates of insurance evidencing the proper types and minimum amounts of required coverage, and evidence of the additional insured and wavier requirements. If you fail to maintain the required insurance, we or our designee may (among other remedies) obtain the insurance for you and charge and demand reimbursement of the premium costs, plus an administrative charge not to exceed 20% of the premium amount as reimbursement for services in acquiring the insurance. Each year we may unilaterally modify the insurance minimum coverage requirements which may include an increase to the minimum coverage requirements to reflect changes in inflation or as market conditions warrant.

We may periodically increase the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Development Agreement and the Franchise Agreement. It will help you find more detailed information about your obligations in this agreement and in other Items of this franchise disclosure document.

Obligation	Paragraph in Franchise Agreement (FA) and Development Agreement (DA)	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	FA: Article I DA: Section 1.5	Items 11 and 12
b. Pre-opening purchases/leases	FA: Sections 1.3, 3.1(a), 10.1, 11.2, 14.6 and 14.9 DA: Not applicable	Items 8 and 11
c. Site development and other preopening requirements	FA: Article I and Section 9.2 DA: Article III	Item 11

Obligation	Paragraph in Franchise Agreement (FA) and Development Agreement (DA)	Item in Franchise Disclosure Document
d. Initial and ongoing training	FA: Article VIII and Sections 1.6(b), 9.5 and 10.1(g) DA: Not applicable	Items 5, 7, 8, 11, 15 and 17
e. Opening	FA: Sections 2.1, 3.1(a), 8.1, 8.2, 8.5, 8.7, 9.1, 10.1(i, j and l), 11.1, and 14.5 DA: Section 3.2	Items 5, 6, 7 and 11
f. Fees	FA: Article III and Sections 2.2, 4.7, 8.4, 8.8, 11.3, 15.2, 15.3(k), 15.7, 16.2(b) and 17.7 DA: Sections 2.1, 3.3 and 3.4	Items 5, 6, 7, 8, 11 and 17
g. Compliance with standards, policies and operating manual	FA: Articles VII and X and Sections 1.3, 1.9, 2.2(g), 4.6, 5.3, 5.8, 9.4, 14.8 and 25.6 DA: Section 4.2	Items 7, 8, 11, 13, 14, 16, 17 and 23
h. Trademarks and proprietary information	FA: Articles V, VII and XII and Sections 1.1, 14.7, 14.10, 14.11, 16.2(n), 17.1 and 21.1 DA: Sections 1.4 and 1.5	Items 8, 11, 13, 14 and 17
i. Restrictions on products/services offered	FA: Sections 9.4, 10.1 and 14.9 DA: Not applicable	Items 8 and 16
j. Warranty and customer service requirements	FA: 10.1 DA: Not applicable	Item 6
k. Territorial development and sales quotas	FA: Not applicable DA: Article 1 and Section 3.2	Items 5 and 12
l. Ongoing product/service purchases	FA: Sections 10.1(a) – (d), 10.1(i), 10.1(l) and 10.1(m) DA: Not applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	FA: Sections 1.9, 9.4, 10.1(a)-(d) DA: Not applicable	Items 7 and 11
n. Insurance	FA: Article XI and Sections 1.6(d) and 3.3(j) DA: Not applicable	Items 7, 8 and 11

Obligation	Paragraph in Franchise Agreement (FA) and Development Agreement (DA)	Item in Franchise Disclosure Document
o. Advertising	FA: Sections 3.2, 4.7, 10.1(e), 10.1(f), 10.1(j) and 17.1(b) and Article XIV DA: Not applicable	Items 6, 7, 8, 11 and 18
p. Indemnification	FA: Sections 5.10, 10.1(h) and 16.4 and Article XIX DA: Sections 6.7, 11.2, 11.3	Items 13 and 14
q. Owner's participation/ management/staffing	FA: Section 6.1, 6.2, 8.1-8.3, 10.1(g)-(h), 13.1, 13.2 and 26.1 DA: Not applicable	Items 11 and 15
r. Records and reports	FA: Article IV and Section 10.1 DA: Not applicable	Items 6 and 8
s. Inspections and audits	FA: Sections 4.7, 5.9, 10.1, 14.5, 16.2(i and m) and 22.2 DA: Section 4.2	Items 6, 8 and 11
t. Transfer	FA: Article XV and Sections 3.3(d), 6.3 and 16.2(e) DA: Section 1.5, Article VI	Items 6 and 17
u. Renewal	FA: Sections 2.2 and 3.3(h) DA: Not applicable	Items 6 and 17
v. Post-termination obligations	FA: Article XVII and Sections 5.4, 12.1, 13.4 and 15.3(j) DA: Sections 5.5, 6.3(j), 7.1, 8.3, 8.4 and 11.3	Item 17
w. Non-competition covenants	FA: Article XIII DA: Sections 8.3 and 8.4	Items 15 and 17
x. Dispute resolution	FA: Sections 25.1, 25.2 and 25.10 DA: Sections 15.2, 15.3 and 15.5	Items 11 and 17

ITEM 10
FINANCING

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

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

Except as listed below, Franchisor need not provide you with any assistance.

Before you open the Restaurant, we will:

1. evaluate proposed sites for your Restaurant that you submit for consideration and provide all necessary information. We review sites on a monthly basis at our site review committee meetings, and we will confirm in writing our consent or rejection of the site within five business days of the meeting (which may include specific conditions that need to be satisfied to obtain our consent). (Franchise Agreement, Section 1.2).

2. upon our consent to your use of a proposed site or designated area, execute with you a copy of the Franchise Agreement for that location. If you do not receive approval of a site or designated area for the Restaurant, we will not execute the Franchise Agreement for that location. The franchise agreement will be for 10 years and a 10-year option. Agreement time table begins on the date the location opens for business.

3. provide you with its standards and specifications for construction and decoration of your Restaurant. We will approve your final construction plans which must include the floor plans, equipment layouts, décor and interior and exterior elevations. (Franchise Agreement, Section 9.2).

4. We will provide you with written specifications for the restaurant building, restaurant equipment, signs, point of sale equipment, decor, menu boards, fixtures, ingredients, products, supplies, paper goods and other items required for the operation of the Restaurant and approved sources for same. Except for certain training materials, we do not provide you with the restaurant building, restaurant equipment, signs, point of sale equipment, decor, menu boards, fixtures, ingredients, products, supplies, paper goods and other items, but we reserve the right to require you to contract with a third party vendor of our designation who provides you with and installs certain restaurant equipment, signs and/or point of sale equipment (Franchise Agreement, Sections 4.6, 9.2 and 10.1). We may require or prohibit the use of a drive thru based on factors unique to the location of the Restaurant.

5. provide you with a pre-opening Franchisee Ownership Training Program and a Unit Operation Training Program conducted at selected Restaurants. (Franchise Agreement, Article VIII and Section 9.5).

6. provide you with recommended and prescribed procedures and forms for accounting, cost control, inventory controls and reporting. (Franchise Agreement, Sections 4.1 – 4.6 and 10.1).

7. provide you with a non-management employee training program with which you must train your employees. (Franchise Agreement, Section 8.5).

8. review and grant approval of all your advertising materials prior to their use. (Franchise Agreement, Section 10.1(f)).

9. loan to you a copy of the Slim Chickens Brand Standards Manual (see below).

After you open the Restaurant, we will:

1. if the Restaurant is the first, second or third Slim Chicken Restaurant you or your affiliates are opening, provide you an on-site training team at your Restaurant for a minimum of 14 days around the opening of your Restaurant. (Franchise Agreement, Section 8.7).

2. permit your continued use of the Brand Standards Manual, which will be updated and revised as we deem necessary or advisable. (Franchise Agreement, Article VII and Sections 9.3 and 9.4).

3. make available its Operations Managing Training Program conducted at selected Restaurants for training of additional managers for which we may charge you a fee. (Franchise Agreement, Section 8.3).

4. make available additional testing and training from time to time for your managers and employees. (Franchise Agreement, Section 8.6).

5. provide you with a non-management employee training program with which you must train your employees. (Franchise Agreement, Section 8.5).

6. advise you of such merchandising, marketing, operational, management techniques and advertising research, data, advice and consultation as may from time to time be developed by us that is deemed by us to be helpful in the operation of a Restaurant, including revisions of the Brand Standards Manual. (Franchise Agreement, Sections 7.1-7.4, 9.1, 9.4 and 14.2). We may conduct, or engage a third party to conduct, quality, service and cleanliness inspections of your Restaurants from time to time. We have currently engaged Steritech to perform inspections on our behalf.

7. provide you with specifications for repair and/or remodeling of Restaurants. (Franchise Agreement, Section 10.1).

8. From time to time, provide to you a list of approved distributors and approved food and non-food products, ingredients, fixtures, equipment, signs, menu boards and other items or services necessary to operate the restaurant. Franchisor may revise the approved list(s) from time to time in its sole discretion. Such approved list(s) will be submitted to you as we deem advisable. (Franchise Agreement, Sections 9.4 and 10.1).

9. make available, from time to time, advice or guidance relative to suggested prices for the food products you offer for sale at the Restaurant. You are not obligated to follow that advice and have the sole right to determine the minimum prices to be charged for any product offered for sale by the Restaurant. (Franchise Agreement, Section 9.6).

10. approve of all your advertising materials prior to their use. (Franchise Agreement, Section 10.1(f)).

11. provide the advertising and marketing services of the Slim Chickens Advertising Fund as explained in greater detail below. (Franchise Agreement, Article XIV).

Brand Standards Manual

As noted above, we will loan to you a copy of the Slim Chickens Brand Standards Manual (the "Brand Standards Manual"), which includes among other things: (a) a copy of Slim Chickens food formulas and specifications for designated food and beverage products; (b) practices and procedures for restaurant operation, inventory control, bookkeeping and accounting procedures; and (c) details of business practices and policies for the operation of the restaurant. (Franchise Agreement, Article VII and Sections 7.1 and 9.3). The Table of Contents of the Brand Standards Manual as of the close of our last fiscal year is attached as Exhibit E and the Brand Standards Manual contains 192 total pages. Our System does not include any personnel policies or procedures or security-related policies or procedures that we (at our option) may make available to you in the Brand Standards Manual or otherwise for your optional use. You will determine to what extent, if any, these policies and procedures might apply to your operations at the Restaurant. We neither dictate nor control labor or employment matters for franchisees and their employees and we are not responsible for the safety and security of Restaurant employees or patrons.

Advertising

We will administer the Slim Chickens Advertising Fund (the "Advertising Fund"), to research, develop and implement standardized and consistent advertising and marketing for Restaurants and to otherwise develop and enhance the system. Recent examples of expenditure include work on developing our Online Ordering Program, enhanced digital marketing strategies, product development and day party strategies. You must contribute 2% of your Gross Sales to the Advertising Fund. Our company-affiliated Restaurants will also contribute 2% of their Gross Sales to the Advertising Fund. We allocate Advertising Fund dollars without any guaranteed level of support for any market, however, it is in our best interest to ensure that all markets are fully supported. (Franchise Agreement, Article XIV).

We retain creative and content control over all advertising. Placement of advertising within a local market may be determined by us, a local advertising cooperative, if any is established, or you. However, we retain the ultimate right to determine whether placement strategies developed for local markets are reasonable and in the best interest of the Slim Chickens System. (Franchise Agreement, Section 14.2).

We may be paid our reasonable administrative costs and overhead for providing services to Advertising Fund. (Franchise Agreement, Section 14.3(a)).

We will prepare an unaudited accounting of Advertising Fund contributions and expenditures annually and you may request a copy of the results of that accounting upon written request. We can require that this accounting be audited. (Franchise Agreement, Section 14.3(b)).

We intend that all advertising fees will be spent in the fiscal year in which they are received, however, any funds not so spent will be held over and spent during the next fiscal year. (Franchise Agreement, Section 14.3(c)).

Although we intend for the Advertising Fund to be of perpetual duration, we maintain the right to change, modify or terminate the Advertising Fund. The Advertising Fund will not be terminated, however, until all monies in Advertising Fund have been expended for advertising and promotional purposes. (Franchise Agreement, Section 14.3(d)).

No advertising funds are used for advertising that is principally a solicitation for the sale of new franchises.

Of the monies spent from the Advertising Fund in 2021, approximately 41.8% was for production (mainly in-store promotions), 44.7% was for media placement, 10.8% for administration and 2.7% was for other expenses designed to develop and enhance the system, including in connection with our online ordering program, our app and loyalty program, product development, day party strategies, gift card management and marketing contract management.

Advertising will be disseminated through all usual forms of media including television, radio, print, outdoor, internet, direct mail and signage. Except for the internet, the media utilized are either regional or local. We use a regional advertising agency to create our advertising.

In addition to your contribution to the Advertising Fund, you must spend 1% of your weekly Gross Sales on approved local marketing expenditures ("Local Ad Expenditure"). You must provide us, by the 15th day of each calendar quarter and in a format approved by us, an accurate accounting of the previous calendar quarter's expenditures on local advertising and promotion along with supporting documentation. We will determine in the Brand Standards Manual or otherwise in writing to you what constitutes approval local marketing.

We have the right to require you to join and participate in a local or regional advertising cooperative with us or other franchisees. (Franchise Agreement, Sections 10.1(j) and 14.4). If we require you to join and participate in a cooperative, we can require you to direct some or all of your Local Ad Expenditure to such cooperative. As of the date of this disclosure document, there are no local or regional advertising cooperatives.

In 2015, we authorized creation of a franchisee advisory board that provides input to us with respect to our advertising programs. The franchisee advisory board does not have decision-making authority but provides input and guidance to us. We have the right to change or dissolve the franchisee advisory board at any time upon notice to our franchisees. We do not currently have a franchisee marketing or advertising council.

Only we can operate a website using the Slim Chickens trademarks. You are prohibited from using the Slim Chickens trademarks in a website without our permission. (Franchise Agreement, Section 14.11).

You must obtain our prior approval before using any advertising you create. (Franchise Agreement, Section 10.1(e)). Advertising materials you wish to produce, or use must be submitted for approval to us at our headquarters in Fayetteville, Arkansas.

We have sole discretion and control over advertising and use of the Marks on social media outlets, including without limitation Instagram, Facebook and Twitter or other similar outlets that may exist in the future. You must follow our requirements for all social media advertising or use.

Currently, we do not intend to establish or utilize an advertising council of franchisees, but we reserve the right to establish a council of franchisees and set parameters for the scope of the council and participation in the council.

In addition to your recurring Advertising Fund Contributions and Local Advertising Contributions, you are required to spend $10,000 on grand opening advertising and promotion during the before opening and first six months of operation of each of your Restaurant. (Franchise Agreement, Section 14.6).

We may implement a gift card program for Restaurants. You will be required to participate in the gift card program and comply with any requirements we set for participation, including as to how we address

the purchase and redemption of gift cards among Restaurants for purposes of determining Gross Sales at your Restaurant.

Computers and Cash Registers

We have the right to and will require you to use and upgrade a designated computer hardware or software system. We have the right to and will require you to use the same computer, cash control and point of sale systems that are used in our current company-affiliates Restaurants. The restaurant computer, cash control and point of sale systems will be referred to collectively as the "POS System."

We currently require you to purchase and use the latest operating system and hardware of the Brink Restaurant POS System manufactured by PAR Technology Corp., 8383 Seneca Turnpike New Hartford, NY 13413 Tel.: (800) 448-6505 ("Brink POS System"). Our company-affiliated Restaurants have used this POS System since September of 2018. This system comprises all the front and back office hardware and software necessary to successfully operate a Restaurant. The system includes: a full POS implementation for supporting all Eat-In, Take-Out, Drive-Thru, Catering, and Online Ordering needs; a Kitchen Display System comprising kitchen monitors and bump bars for rapid production and filling of orders as they are rung up on the POS; and a cloud based data system with connectivity to the POS and software tools for managing sales, cash, food and labor data. In addition, the back-office system comprises a modem and franchisee-supplied dedicated phone line and ISP connection to the Internet. You may, but are not required to purchase a support and maintenance agreement for your POS System from PAR Technologies or Slim Chickens Systems, Inc. We estimate the cost to purchase the POS System and related software to be between $35,000 to $40,000.

We have the right to require you to upgrade your computer and POS System from time to time, the cost of which we are unable to estimate, but we do not anticipate that the costs for general maintenance would be more than $1,000 a year.

Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades or updates to the POS System. The POS System allows for independent access by us to information or data that is electronically generated by Slim Chickens franchisees. There are no contractual limitations on our access to your computer information.

We require you to install and maintain a hardware and software firewall device on your POS System that follow closely to the Payment Card Industry (PCI) DSS merchant requirements as stated on the http://www.pcisecuritystandards.org. The POS System must be segmented off of other internal venue networks. We may suggest third party PCI compliance vendors to you, but you are responsible for your own PCI compliance at your Restaurant.

We may, at our option, establish and maintain an Intranet through which Slim Chickens franchisees may communicate with each other, and through which we and you may communicate and through which we may disseminate our Brand Standards Manual, including updates and other confidential information. We will have discretion and control over all aspects of the Intranet, including the content and functionality thereof. We will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to you. (Franchise Agreement, Sections 10.1(k) and 14.11).

Site Selection

If you enter into a Development Agreement, we will designate your Development Area as further described in Item 12 (Development Agreement, Exhibit B). Your Development Agreement will have a schedule by which each restaurant to be developed must be approved for commencement of operations. If you fail to meet the development schedule in your Development Agreement, your development rights and Development Agreement are subject to termination.

Before or after signing a Franchise Agreement, you and we will agree upon an approved location and designated area for your Restaurant or a target area within which you will acquire the site for your Restaurant and later be provided an approved location and designated area.

You must receive our prior written consent to the development of a proposed site for the location of your Restaurant. We may, but is not obligated to, assist you in site selection, but you are ultimately responsible for selecting the site. Generally, franchisees own the site upon which their restaurant is located or lease it from a third party.

If you acquire a site prior to receiving our consent to development of the site, you do so at your own risk with no assurances that we will give our consent to the site. Once we have received all required information concerning the proposed site, the site will be considered at our monthly site review committee meeting, and we will confirm our consent or rejection of the site within five business days of the committee meeting (which may include specific conditions that need to be satisfied to obtain our consent). (Franchise Agreement, Section 1.2(b)). It is your responsibility to find and propose sites that are acceptable to us. If you fail to open your Restaurant in accordance with the terms of your Franchise Agreement, your rights and the Franchise Agreement are subject to termination.

Our consideration of a proposed site is based upon the following factors: size, traffic patterns, population density, market penetration, and proximity to other restaurants, including existing or planned, company-owned or franchised Restaurants, proximity to highways, shopping centers and other commercial activity, and other demographic and relevant criteria. We may give conditional consent to a proposed site upon conditions which we deem necessary or appropriate such as limitations on level of investment, terms, access, and signage or financing. Because of the many variables involved, we make no representation as to the success or results which you will experience at a given site and you assume all risk of business success or failure of the site. We do not guarantee that there will be any sites within your designated area that will satisfy our criteria for approval. We require that you execute a Site Acceptance Form (attached to the Franchise Agreement in Exhibit C) releasing us from any claims over its site selection and evaluation services.

As a condition precedent to its approval of a proposed site, you will be required to obtain a detailed site model analysis of the site from a real estate professional.

Restaurant Opening

If you only sign a Franchise Agreement, the estimated length of time between the signing of the Franchise Agreement or first payment of any consideration for the franchise and the opening of the Restaurant should be approximately 9 months and should not be longer than 12 months. If you sign a Development Agreement, the estimated length of time between the first payment of any consideration for the franchise (you pay the initial franchise fee when you sign the Development Agreement, but do not sign the Franchise Agreement until you either appear for initial training or start construction) and the opening of the Restaurant should still be approximately 9 months and should not be longer than 12 months. The

factors which affect this time are the ability to obtain a deed or lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, and delayed installation of equipment, fixtures and signs.

The Franchise Agreement requires that the Restaurant be opened on or before the 1st anniversary of the execution of the Franchise Agreement. (Franchise Agreement, Section 16.2(a)). Failure to commence operations of your Restaurant by that date is a default and may result in the termination of your Franchise Agreement. Notwithstanding the foregoing, it is possible that we will occasionally extend the time frame for opening the restaurant based upon specific facts and circumstances; such as franchisees who, directly or indirectly, purchase a large number of franchises.

Slim Chickens Training Program

As a condition precedent to the opening of your Restaurant, you (or an Owner or your Supervisor) and a sufficient number of managers per the management staffing guidelines provided to you by us (currently two management employees and up to four for the first location), must have successfully completed to our satisfaction our Training Program at such location as deemed appropriate by us at least eight weeks before your scheduled opening date for your first Restaurant. We determine successful completion by, among other things, attending all required training programs, passing all oral or written tests and otherwise demonstrating an ability to learn and retain our operating systems. There is no fee for our training of your Controlling Owner, your first Supervisor and up to 3 other salaried managers for your first Restaurant. (Franchise Agreement, Section 8.4). Training will occur at our headquarters in Fayetteville, Arkansas and at one or more company-affiliated Restaurants in Arkansas operated by our affiliate SCR and in certain select franchisee markets, including Dallas, Nashville and South Dakota. We offer training programs on a continuous basis so long as there are candidates ready for training. You or your trainees must bear the cost of all travel and living expenses and compensation during training, which may last up to 6 weeks. Any person in charge of day-to-day management of a Restaurant must have successfully completed our Training Program.

We may permit you to send additional persons to initial training, send replacement persons to initial training or send persons for refresher initial training. You will pay us a fee of $1,000 per person and reimburse us our costs if we provide such additional initial or other training to your personnel. You or your additional trainees must also bear the cost of all travel and living expenses and compensation during such training. (Franchise Agreement, Section 8.6). Additionally, you or your managers and employees can be required to undertake and complete subsequent training programs from time to time as may be requested by us, in which case you will pay us a fee of $1,000 per person and reimburse us our costs for such additional training for your personnel. (Franchise Agreement, Section 8.6).

If you cannot complete training to our satisfaction, we may terminate your Franchise Agreement. (Franchise Agreement, Section 16.2; See also Item 5).

The Slim Chickens training program is done in two parts, (1) Franchisee Ownership Training and (2) Unit Operation Training. Both training programs have overlapping instruction, instructors, and hours and collectively make up the Slim Chickens Training Program.

Chris Patterson is responsible for supervising our training program. His bio is in Item 2 and he has 26+ years in the restaurant industry, with 14+ of those years in the Training & Development field.

TRAINING PROGRAM

The following is a description of our Franchisee Ownership Training Program:

SUBJECT	CLASSROOM HOURS	IN STORE / FIELD HOURS	INSTRUCTOR
Orientation/ Project Management	6	0	Brian Simowitz or Staff
Franchise Unit Training	2	20	Staff
Accounting, Reporting, Books & Office	4	0	Seth Jensen or Staff
TOTALS	**12**	**20**	

The following is a description of Our Unit Operation Training Program:

SUBJECT	CLASSROOM HOURS	IN STORE / FIELD HOURS	INSTRUCTOR
Orientation	1	0	Staff
Operations Overview	4	6	Staff
Products Knowledge	2	80	Staff
Shift Management	1	112	Staff
Facilities Management	1	3	Staff
General Accounting	2	22	Staff
Reporting	2	5	Staff
Local / In Store Marketing	2	3	Staff
TOTALS	**15**	**231**	

Initial training materials consist primarily of the Slim Chickens Employee Handbook, Station Training, Standard Operating Procedures Brand Standards Manual and Recipe Book, and in use examples of accounting, reporting and scheduling tools. Most initial training is hands-on in a certified training

restaurant. Instructors are primarily managers of the training restaurant. Experience and time-in-grade of these will vary.

Our initial training covers most material aspects relating to the operation of a restaurant, including, but not limited to, employee and management training, food preparation and delivery, familiarization with Slim Chickens food products and cooking instructions, store planning and control, maintenance of facilities, ordering of supplies and sanitation. You and any managers must complete the initial training program to our satisfaction. The initial training is conducted at a training site designated by us on an as-needed basis based upon the needs of our prospective franchisees.

In connection with the opening of your first, second and third Slim Chickens Restaurants, we will also provide you an opening training team that will visit your Restaurant for a minimum of 14 business days during the pre- and post-opening period of the Restaurant to help facilitate the opening of the Restaurant. You must promptly reimburse us for all training teams travel, wages, lodging, meals and other type of expenses incurred; but we may also request that you pre-pay the estimated opening training team expenses at our discretion.

You are expected to obtain certification for your own training team and provide your own opening support for your fourth and each additional Slim Chickens Restaurant, but we may provide some lesser amount of opening support upon request or if we deem it necessary (in which case you will promptly reimburse us for all training teams travel, wages, lodging, meals and other type of expenses incurred). We expect that training team certification will be conducted electronically and not require any additional fees or costs to you.

Each of your non-management employees must complete a training program as prescribed in the Brand Standards Manual. All such training programs for your employees will be conducted under your direction. (Franchise Agreement, Section 8.5).

In connection with your purchase of computer-related systems and software, we expect that you will obtain training directly from the vendor of the system as part of your initial purchase of that item. You will be responsible for all expenses incurred during this computer related training, but we anticipate that the training will be part of your initial POS System costs described in Item 6 and above in Item 11.

ITEM 12
TERRITORY

Franchise Agreement

Under the Franchise Agreement you are granted the right to operate one Restaurant, at the Approved Location specified in the Franchise Agreement. Your use of the Marks or any element of the Slim Chickens System in the operation of a business at any other address or in any other channel of distribution without our express prior written authorization will constitute willful infringement of our rights in the Marks and the Slim Chickens System.

Your rights under the Franchise Agreement include (i) the right to operate your Restaurant under the Marks and Slim Chickens System; and (ii) the right to provide Catering in the Designated Area described in your Franchise Agreement.

You will have no rights or authority under the Franchise Agreement (i) to sell any product or service to any wholesale customer; or (ii) to operate a kiosk, booth, mobile dispensing unit (such as a cart, food truck or customized RV) or similar installation at or from which pre-assembled food products can be baked in a portable oven or sell any product or service from catalogues, an Internet website or an express unit, a mini-Restaurant, or similar installation that contains all necessary equipment to create and produce menu items and is located in a "Special Outlet", which we define as a hospital, airport, sports arena, student center or other special use facility or in the food court of an enclosed shopping mall, without our express prior permission.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution that we control, including the Internet, and we have no obligation to pay you any compensation for soliciting or accepting orders inside your Designated Area. However, if you, your affiliates and Owners are in full compliance with the Franchise Agreement and all other agreements between you, your affiliates and Owners and us, we will not operate or authorize anyone except you to commence operation of a Restaurant from a physical location in the Designated Area. Your Designated Area will be a radius around your Approved Location of approximately two and one-half miles measured by metes and bounds but excluding any areas as to which we may have existing contractual commitments. These excluded areas will be identified in your Franchise Agreement.

In all cases, under the Franchise Agreement, we and our affiliates may:

(a) establish, operate and license others to establish and operate a Special Outlet in the Designated Area, regardless of proximity to or competitive impact upon your Restaurant and without payment of any compensation to you.

(b) operate and license others to establish and operate Restaurants or Special Outlets either permanently, temporarily or seasonally or other establishments located anywhere outside the Designated Area's physical boundaries, regardless of proximity to or competitive impact upon your Restaurant and regardless of whether these establishments market their products and services in or draw customers from the Designated Area and without payment of any compensation to you.

(c) distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise, whether or not identified by or associated with the Marks, to or through commercial establishments that are not affiliated with us or associated with the entire chain of Restaurants (including franchised and franchisor/affiliate-operated) including (for example) department stores, supermarkets and convenience stores, both inside and outside the Designated Area, regardless of proximity to or competitive impact upon your Restaurant and without payment of any compensation to you.

(d) distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise whether or not identified by or associated with the Marks, to customers inside the Designated Area through catalogues, telemarketing campaigns, an Internet website and other direct-order techniques and without payment of any compensation to you.

(e) distribute catalogues and similar sales solicitation materials in the Designated Area, broadcast television and radio commercials for direct-order merchandise into the Designated Area, initiate telephone contact with and accept telephone orders from residents of the Designated Area, and fill customer orders for direct-order merchandise in the Designated Area, regardless of proximity to or competitive impact upon your Restaurant and without payment of any compensation to you.

(f) operate, and grant to others the right to operate, retail food establishments (including restaurants) identified by trade names, trademarks, service marks or trade dress, other than the Marks, under terms and conditions as we deem appropriate, within and outside the Designated Area and regardless of proximity to or competitive impact upon your Restaurant and without payment of any compensation to you.

(g) if we are acquired by or we acquire (regardless of the form of the transaction) a business which operates or licenses others to operate premises within the Designated Area, operate and license others to operate such restaurants under the trademarks or service marks of such other business at, from and/or physically contiguous to such restaurant premises within the Designated Area regardless of proximity to or competitive impact upon your Restaurant and without payment of any compensation to you.

We have no express obligation or implied duty to protect your revenues from erosion as a result of your Restaurant's competing with other Restaurants or with Special Outlets whether permanently, temporarily or seasonally and have no obligation to make any payment or other compensation to you if we solicit or accept orders from inside your Designated Area.

You may not relocate your Restaurant without our prior written consent. If the lease for your Restaurant expires or is terminated before the end of the Franchise Agreement term, you may move your Restaurant to another location chosen in accordance with our conversion/site selection procedure. The new location (i) must be in the original Restaurant's general Designated Area (as we determine), and (ii) may in no case infringe upon a franchise agreement or other agreement applicable to another Restaurant. When we approve the location for the new Restaurant, we will prepare a new summary pages or exhibit to the Franchise Agreement that describes the new Restaurant's Designated Area.

If you lose possession of the original Restaurant's premises because the lease expired by its terms, or on account of condemnation or eminent domain proceedings, or as the result of early termination under the Franchise Agreement, you must initiate the relocation procedure in time to lease, build-out and open the new Restaurant for business within 90 days after the original Restaurant closes. If your lease is terminated on account of a fire or other casualty, you must promptly initiate the relocation procedure to obtain approval for a new site for the Restaurant within 120 days after the lease for the original Restaurant terminates and build-out and open the new Restaurant for business within one year of the fire or other casualty.

Your rights with respect to the Designated Area are not dependent upon your achieving a certain sales volume, market penetration or other contingency. However, if you are in default and fail to timely cure, we may alter or reduce your Designated Area as an alternative remedy to terminating your Franchise Agreement.

We do not grant any options or rights of first refusal to you under the Franchise Agreement to obtain additional Restaurants. If you desire to open an additional Restaurant, you must be approved and sign a separate Franchise Agreement for that location.

Development Agreement

Under the Development Agreement, you are granted the right to open and operate more than one Restaurant, as indicated in the Development Schedule within the Development Area.

We determine the Development Area before you sign the Development Agreement based on various market and economic factors like demographics, the penetration of similar businesses, the availability of

appropriate sites and growth trends in the market. The Development Area may be all or a portion of a city, a single or multi-county area, or some other area, and will be described in the Development Agreement. The Development Area will exclude any areas as to which we may have existing contractual commitments. These will be identified in your Development Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution that we control. However, if you, your affiliates and your Owners are in full compliance with the Development Agreement and all other agreements with us, we will not operate or authorize anyone except you to begin operation of a Restaurant from a physical location in the Development Area. If you sell the franchise for any Restaurant(s), we may enter into a franchise agreement or development agreement with the purchaser may permit the purchaser to relocate such Restaurant(s) inside the Development Area or grant all or a portion of the Development Area to the purchaser in accordance with our then-current franchise agreement or development agreement.

In all cases, under the Development Agreement, we and our affiliates may:

(a) establish, operate and license others to establish and operate Special Outlets either permanently, temporarily or seasonally, in the Development Area, regardless of proximity to or competitive impact upon the Development Area and without payment of any compensation to you.

(b) establish, operate and license others to establish and operate Restaurants, Special Outlets or other establishments located anywhere outside the Development Area's physical boundaries, regardless of proximity to or competitive impact upon the Development Area and regardless of whether these establishments market their products and services in, provide catering in or delivery service, or draw customers from the Development Area and without payment of any compensation to you.

(c) distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise, whether or not identified by or associated with the Marks, to or through commercial establishments that are not affiliated with us or associated with Restaurants, including (for example) department stores, supermarkets and convenience stores, both inside and outside the Development Area, regardless of proximity to or competitive impact upon the Development Area and without payment of any compensation to you.

(d) distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise whether or not identified by or associated with the Marks, to customers inside the Development Area through catalogues, telemarketing campaigns, an Internet website and other direct-order techniques and without payment of any compensation to you.

(e) distribute catalogues and similar sales solicitation materials in the Development Area, broadcast television and radio commercials for direct-order merchandise into the Development Area, initiate telephone contact with and accept telephone orders from residents of the Development Area, and fill customer orders for direct-order merchandise in the Development Area, regardless of proximity to or competitive impact upon the Development Area and without payment of any compensation to you.

(f) operate, and grant to others the right to operate, retail food establishments (including Restaurants) identified by trade names, trademarks, service marks or trade dress, other than the Marks, as we deem appropriate, within and outside the Development Area and regardless of proximity to or competitive impact upon the Development Area and without payment of any compensation to you.

(g) if we are acquired by or we acquire (regardless of the form of the transaction) a business which operates or licenses others to operate premises within the Development Area, operate and license others to operate such restaurants under the trademarks or service marks of such other business at, from and/or physically contiguous to such restaurant premises within the Development Area regardless of proximity to or competitive impact upon your Restaurants and without payment of any compensation to you.

We have no express obligation or implied duty to protect your revenues from erosion as a result of your Restaurant's competing with other Restaurants or with Special Outlets whether permanently, temporarily or seasonally and have no obligation to make any payment or other compensation to you if we solicit or accept orders from inside your Development Area.

Your rights with respect to the Development Area are not dependent upon your achieving a certain sales volume, market penetration or other contingency, but you must open and maintain open the number of Restaurants in your Development Schedule or else you will be in default. If you are in default and fail to timely cure, we may alter or reduce your Development Area or Development Schedule as an alternative remedy to terminating your Development Agreement.

After your Development Agreement expires, your territorial and other protections are terminated. We do not grant any options or rights of first refusal under the Development Agreement to obtain additional Restaurants. If you desire to open one or more additional Restaurants, you must be approved and sign a separate Development Agreement and/or Franchise Agreement(s) for any new location(s).

ITEM 13
TRADEMARKS

Our predecessor and parent Holdings owns rights to use and license the use of the marks "SLIM CHICKEN'S," SLIM CHICKEN'S FAMOUS TENDERS & WINGS" and related trademarks (the "Marks") for restaurant and bar services based upon its continuous advertising, promotion, and use of those marks for restaurant and bar services in various geographical areas in the United States. Consistent with those rights, Holding owns the following registrations or applications for the Marks on the Principal Register of the United States Patent and Trademark Office:

Mark Name	Registration Number (Application Number)	Registration Date (Application Date)	Register
LIFE CHANGING CHICKEN	4,670,021	January 13, 2015	Principal
SLIM CHICKENS	3,306,165	October 9, 2007	Principal
SLIM LOGO	3,654,625	July 14, 2009	Principal
SLIM CHICKENS	4,220,554	October 9, 2012	Principal
SLIM CHICKENS LOGO AND DESIGN	4,220,555	October 9, 2012	Principal
SLIMTHUSIAST	5970852	January 28, 2020	Principal
#SLIMTHUSIAST	(88/297,837)	(February 12, 2019)	Principal

Holding also owns the following registrations or applications for the Marks on the Supplemental Register of the United States Patent and Trademark Office:

Mark Name	Registration Number (Application Number)	Registration Date (Application Date)	Register

FRESH. DELICIOUS. CHICKEN.	5,482,950	May 29, 2018	Supplemental

We acquired all our rights to the Marks and the Slim Chickens System under a 99 year, non-exclusive licensing agreement with Holdings dated August 25, 2011. The license is subject to termination at any time as long as we are an affiliate of Holdings, or upon notice and a failure to cure any material misuse of the Marks. If our license is terminated, according to the terms of the license agreement, our franchise agreements will be automatically assigned to Holdings or to a new licensee that is acceptable to Holdings.

Holdings has filed all required affidavits for the principal Marks. There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of this state or any court; nor is there any pending interference, opposition or cancellation proceeding; nor is there any pending material litigation involving the Marks.

With the exception of our license agreement with Holdings and the rights granted to SCR to operate our company-affiliated Restaurants, there are no agreements in effect which affect our rights to use or license the use of the Marks in any manner material to the franchise being offered.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in this state or in the state in which the Restaurant is to be located.

If our right to use the trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses. You must follow our rules when you use the name "Slim Chickens" or any trademark licensed or owned by us.

You are permitted and required to use the Marks in accordance with applicable procedures set forth in the Brand Standards Manual, the Franchise Agreement, and as may be directed by us from time to time. In the event of any infringement of, or challenge to, your use of any name or our Marks, you must promptly notify us so that we may, in our sole discretion, take such action as we deem appropriate to protect the Marks.

If we, in our sole discretion, determines it to be advisable to modify or discontinue use of any names or Marks and/or use one or more additional or substitute names or Marks, then you must comply with any such decisions by us at your own cost and expense.

We have the exclusive right, but not obligation, in its sole discretion to contest or bring suit against any third party's use of the Marks. You must promptly notify us of any such use or of any claim against you relating to the Marks. We make no representation or warranty, express or implied, as to the exclusive use, ownership, validity or enforceability of the Marks.

We will indemnify and hold you harmless against any and all loss, claims and damages incurred by you relating to your approved use of the Marks in accordance with our instructions. This indemnification covers your reasonable attorney's fees incurred by use of counsel satisfactory to Franchisor in the defense of any such infringement action initiated against you. We will have the right, but not the obligation, to assume the defense of any such action. In such event, you are free to continue to participate in the defense of any such action through counsel of your own choosing but at your own expense.

You must acknowledge that we are the licensor of the Slim Chickens names, Marks and all goodwill associated with the Marks and that you acquire no right, title or interest in and to the Marks other than the

right to use the Marks in operating the Restaurant in the manner prescribed and approved by us and in accordance with the terms of the Franchise Agreement. You must agree not to contest at any time, directly or indirectly, our rights, interest in and control of the Marks, including the rights to register, license and use the Marks or the validity of the Marks.

You do not have the right to use the name "SLIM CHICKENS" or any other Mark used by us, or any modifications, derivatives or variations thereof, in your corporate, partnership or trade name. With-out prior written consent.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We presently own no rights in or to any patents, patent applications or registered copyrights which are material to the franchise. We claim proprietary rights and unregistered copyright interests in certain manuals and other materials which are made available for your use. The Brand Standards Manual is described in Item 11. You must strictly comply with the business practices, policies and procedures contained in the Brand Standards Manual. We have the right to modify the Brand Standards Manual and you must comply with those modifications, provided that no modification will alter your fundamental status and rights under the Franchise Agreement. You must acknowledge that the Brand Standards Manual contains confidential business information and constitute our trade secrets. You must not disclose the contents of the Brand Standards Manual to any persons except to your employees, nor may you reproduce the Brand Standards Manual in whole or in part.

Certain of these materials may be copyrighted, and you will remain entitled to use them during the term of the Franchise Agreement.

You should notify us of claims made against you because of your use of the materials in which we claim copyrights and of the infringement of these materials by others. We are not obligated to take any action but will respond to this information as it thinks appropriate. We have the right to control any litigation involving these materials. We will not indemnify you for your expenses and damages in a proceeding involving your use of these materials.

There is no infringing use known to us which would materially affect your use of such proprietary and/or copyrighted materials, including the Brand Standards Manual.

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

If you are an individual, pursuant to the Franchise Agreement, you are required to be actively and personally involved in and have responsibility for the operation of the franchised restaurant or restaurants unless otherwise permitted by us.

If you are a corporation, limited liability company, partnership or other business association, at least one individual equity owner must be the Controlling Owner of the business association with full authority to make binding business decisions for you. The Controlling Owner of a corporation is the owner of no less than 51% of all classes of voting stock with the unrestricted right to vote such stock. The Controlling Owner of a partnership or other business association is a general partner or member of the business association and is the owner of no less than 51% of any ownership or membership interests in the business association. If we consent to an Affiliate owning 51% or more of the interest in the partnership,

limited liability company or corporation, we require that one individual Owner owning 25% or more will be deemed the Controlling Owner.

The Controlling Owner must, at all times during the term of the Franchise Agreement, participate personally and directly in, and have official and principal responsibility for, the operation and management of the restaurant or restaurants unless otherwise permitted by us. If you seek our approval to do business in the corporate, limited liability company or partnership form, you must meet these requirements.

The Restaurant must at all times be under the direct, on-premises supervision of you or an employee acting as full-time Supervisor. In addition, any person, whether designated as manager or not, who is actively in charge of the restaurant, will at all times be a person who has successfully completed our training program at its training center. The manager or on-premises supervisor need not have an ownership interest in a franchisee which is a corporation, limited liability company, partnership or other business association.

If you operate more than one Restaurant, you or an employee must act as a Supervisor to supervise and coordinate the operation of the Restaurants. You must employ an additional Supervisor upon the opening of your 6th Restaurant and upon the opening of each successive 5th Restaurant. Each Supervisor will attend and successfully complete our training program prior to assuming any supervisory responsibilities and will meet such other standards that we may reasonably impose from time to time.

If there occurs a global, regional or local crisis such as a pandemic or other similar event, you must cooperate fully with us as to how we respond to the crisis, and you must implement any remediation plan we institute, which may include us requiring a temporary closure of your Restaurant as part of the crisis remediation plan (whether or not all or other Slim Chickens Restaurants are required to temporarily close).

You, your affiliates and your owners are restricted from operating a competing business, which is defined as any fast food or fast casual (either takeout, on premises consumption or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than 50% of its menu mix. More specifically, except as otherwise approved by us, during the term of the Development Agreement, neither you, your affiliates or your owners can, directly or indirectly, have any involvement in a competing business which is located (i) at the Approved Location of any Restaurant developed pursuant to the Development; or (ii) within the Development Area; or (iii) within 25 miles of the perimeter of the Development Area; or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the "Development Area" of any other Slim Chickens franchisee; or (vi) within the United States of America; or (vii) within the world. Also, for two years after the termination, expiration or transfer of the Development Agreement, neither you nor your affiliates or your owners can, directly or indirectly, have any involvement in a competing business which is located (i) at the former Approved Location of any Restaurant developed pursuant to the Development Agreement; or (ii) within the former Development Area, or (iii) within 25 miles of the perimeter of the former Development Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant.

Except as otherwise approved by us, during the term of the Franchise Agreement, neither you, your affiliates or your owners can, directly or indirectly, have any involvement in a competing business which is located (i) at the Approved Location; or (ii) within the Designated Area, or (iii) within 25 miles of the perimeter of the Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the United States of America; or (vi) within the world.

Also, for two years after the termination, expiration or transfer of the Franchise Agreement, neither you nor your affiliates or your owners can, directly or indirectly, have any involvement in a competing business which is located (i) at the former Approved Location; or (ii) within the former Designated Area, or (iii) within 25 miles of the perimeter of the former Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant.

You and your managers agree not to disclose our confidential information. We may require you and your managers to sign a separate agreement to this effect.

We reserve the right to require that each Owner holding 5% or more of a direct or indirect ownership interest in you (and their spouse in community property states) sign an agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement or "Developer" under the Development Agreement (see the Form Guaranty And Assumption Of Obligations attached to the Development Agreement in Exhibit B) and the Franchise Agreement (in Exhibit C).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all food and beverage products that we have designated for offer and sale in Slim Chickens Restaurants, and only approved food and beverage products may be served at your Restaurant. No other items may be served at your Restaurant without our prior written consent. Products or groups of products sold or to be sold by you at your Restaurant(s) may be added or eliminated by us from time to time. There are no restrictions on our right to do so.

You are required to comply with the standards of quality, cleanliness, and service prescribed in the Brand Standards Manual and otherwise. Minimum business hours are specified in the Brand Standards Manual. You are also required to use the entire Restaurant site location only for the operation of the Restaurant. You are not allowed to place vending machines, video games, pinball machines, juke boxes or other amusement devices of any kind, nor are you allowed to conduct live musical performances, theatrical or comedic performances, physical or mental contests or games, gambling, or other types of live entertainment on or about the premises of the Restaurant.

The Restaurant will be open to the general public so there are no limitations on the customers you may serve.

If we allow your Restaurant to participate in any new product or service test, you must participate in the test in accordance with our Standards and must discontinue offering any product or service that we decide not to add permanently to the authorized list.

If you develop or suggest an innovation or improvement that we decide to incorporate into the Slim Chickens System, either temporarily or permanently, the innovation or improvement will become our Confidential Information and property without compensation.

You may provide Catering to customers in your Designated Area in accordance with the Brand Standards Manual; however, you may not sell any product or service to any wholesale customer, sell any product or service from catalogues, an Internet website or a Special Outlet without our prior written permission.

For purposes of this Item 16, "Catering" means the on-site preparation and service of food products and complementary menu items at carnivals, charity functions, community festivals, business gatherings, private parties and similar events that last no more than ten consecutive days.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Development Agreement. You should read these provisions in the agreement attached to this disclosure document.

THE DEVELOPMENT AGREEMENT

Provision	Paragraph in Development Agreement	Summary
a. Length of the term	Section 3.6	Agreement and development rights expire on date the last Restaurant to be developed is opened or is scheduled for opening, whichever occurs first.
b. Renewal or extension of the term	Section 3.4	You do not have a right to renew the Development Agreement, but you may purchase Development Schedule extensions for a set price so long as you are actively pursuing the opening of Restaurants.
c. Requirements for you to renew or extend	Section 3.4	You have no right to extend the Development Schedule. We may grant an extension upon conditions including payment of extension fee and execution of release.
d. Termination by you	None	You do not have a unilateral right to terminate.
e. Termination by Slim Chicken's without cause	None	We do not have a unilateral right to terminate without cause.
f. Termination by Slim Chicken's with cause	Section 8.9 and Article XVI	We may terminate only with cause.
g. "Cause" defined - curable defaults	Section 16.3	If susceptible to cure, defaults can be cured within 30 days (10 days as to monetary defaults).

Provision	Paragraph in Development Agreement	Summary
h. "Cause" defined - noncurable defaults	Sections 3.2, 3.5, 5.2 and 5.3	Causes for termination that cannot be cured include failure to timely develop restaurants, violation of any restrictive covenant, felony conviction, bankruptcy, and possibly default in franchise agreements with us or our affiliates, but a default related to the Development Schedule under a Development Agreement with us will not give rise to a default under any Franchise Agreement.
i. Your obligations on termination/non-renewal	Sections 5.4, 5.5, 8.3 and 8.4 and Article VII	Comply with confidentiality and non-competition obligations, pay our enforcement expenses, cease development activities.
j. Assignment of contract by Franchisor	Section 6.1	No restriction on our right to assign.
k. "Transfer" by you - defined	Section 6.2	Includes transfer of contract or assets or ownership changes.
l. Franchisor's approval of transfer by you	Sections 6.2 and 6.4	You must obtain our consent to all transfers.
m. Conditions for Franchisor's approval of transfer	Sections 6.2, 6.3 and 6.4	Conditions include payment of transfer fee, release, all monetary obligations paid, transferee acceptable to us, and transferee signs new form of development agreement, which may contain different terms than the original development agreement.
n. Franchisor's right of first refusal to acquire your business	Section 6.6	We can match, in cash, any offer for your business.

Provision	Paragraph in Development Agreement	Summary
o. Franchisor's option to purchase your business	None	
p. Your death or disability	Section 6.5	Estate has 12 months (18 months upon death, under certain circumstances) to transfer to new owner.
q. Non-competition covenants during the term of the franchise	Section 8.2	No involvement during the term in a competing business which is located (i) at the Approved Location of any Restaurant developed pursuant to the Development; or (ii) within the Development Area; or (iii) within 25 miles of the perimeter of the Development Area; or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the "Development Area" of any other Slim Chickens franchisee; or (vi) within the United States of America; or (vii) within the world. A competing business is defined as any fast food or fast casual (either takeout, on premises consumption or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than 50% of its menu mix.
r. Non-competition covenants after the franchise is terminated or expires	Sections 8.3 and 8.4	No involvement during the two year period following the term in a competing business which is located (i) at the former Approved Location of any Restaurant developed pursuant to the Development Agreement; or (ii) within the former Development Area, or (iii) within 25 miles of the perimeter of the former Development Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant.

Provision	Paragraph in Development Agreement	Summary
s. Modification of the agreement	Section 5.3 and Article X	If you are in default, we may alter development area or development schedule, otherwise no modification unless in writing signed by both parties.
t. Integration/merger clause	Section 15.2	Only the terms of Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	Not applicable
v. Choice of forum	Section 15.4	Litigation must be in Washington County, Arkansas. But see state specific amendments to the Development Agreement.
w. Choice of law	Section 15.3	Arkansas law applies except to extent governed by United States Trademark Act. But see state specific amendments to the Development Agreement.

THE FRANCHISE AGREEMENT

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the agreement attached to this disclosure document.

Provision	Paragraph in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years from commencement of operations.
b. Renewal or extension of the term	Section 2.2	10-year renewal if you meet certain requirements.

Provision	Paragraph in Franchise Agreement	Summary
c. Requirements for you to renew or extend	Section 2.2	Conditions include 6 months written notice, must not be in default, you may be asked to sign new form of Franchise Agreement with materially different terms and conditions from your existing Franchise Agreement, sign release, remodel, all payments current and pay renewal fee.
d. Termination by you	Section 16.4	You do not have a unilateral right to terminate unless you experience negative EBITDA (supported by audited financial statements) and close the Restaurant in accordance with our requirements.
e. Termination by Franchisor without cause	None	We do not have a unilateral right to terminate without cause.
f. Termination by Franchisor with cause	Sections 16.1, 16.2, 16.3	We may terminate only with cause.
g. "Cause" defined - curable defaults	Sections 16.3	If susceptible to cure, defaults can be cured within 30 days.
h. "Cause" defined - noncurable defaults	Sections 8.9, 16.1 and 16.2	Causes for termination that cannot be cured include failure to timely open restaurant, violation of any restrictive covenant, bankruptcy, and possibly default in another franchise agreement or other agreements with us or our affiliates, but a default related to the Development Schedule under a Development Agreement with us will not give rise to a default under any Franchise Agreement.
i. Your obligations on termination/non-renewal	Sections 13.4(b), 17.1	Obligations include closing restaurant, return of Brand Standards Manual, payment of all amounts due, de-identification of restaurant, cease using Trademarks and compliance with non-competition, non-solicitation and confidentiality obligations.

Provision	Paragraph in Franchise Agreement	Summary
j. Assignment of contract by Franchisor	Section 15.1	No restriction on our right to assign.
k. "Transfer" by you - defined	Sections 15.2 and 15.4	Includes transfer of agreement or assets or ownership of Franchisee, including a pledge, encumbrance or grant of a security interest.
l. Franchisor's approval of transfer by you	Sections 15.2, 15.4-15.7	You must obtain our consent to all transfers.
m. Conditions for Franchisor's approval of transfer	Sections 15.3, 15.4, 15.6 and 15.7	Conditions include bringing payment current, agreeing to remain obligated for post-termination obligations, our determination of transferee's good character and satisfaction of new franchisee criteria, transferee assumption of liability, payment of transfer fee, sign release, transferee signs new form of franchise agreement, which may contain different terms than the original franchise agreement, transferee renovate restaurant, complete training, restrict further transfers, default notice to us with opportunity to cure, right for our substitution as obligor and cure or purchase ability and provide us with sufficient information to evaluate rights of first refusal and securities offering.
n. Franchisor's right of first refusal to acquire your business	Section 15.6	We can match, in cash, any offer for your business.
o. Franchisor's option to purchase your business	Sections 17.2 and 17.3	We have a right to purchase your business assets at fair market value upon termination or expiration. We may also elect to purchase only unique equipment or other items.
p. Your death or disability	Section 15.5	Estate has 12 months (18 months upon death, under certain circumstances) to transfer to new owner.

Provision	Paragraph in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Article XIII	No involvement during the term in a competing business which is located (i) at the Approved Location; or (ii) within the Designated Area, or (iii) within 25 miles of the perimeter of the Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the United States of America; or (vi) within the world. A competing business is defined as any fast food or fast casual (either takeout, on premises consumption or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than 50% of its menu mix.
r. Non-competition covenants after the franchise is terminated or expires	Article XIII	No involvement during the two-year period following the term in a competing business which is located (i) at the former Approved Location; or (ii) within the former Designated Area, or (iii) within 25 miles of the perimeter of the former Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant.
s. Modification of the agreement	Sections 7.4 and 24.1	Brand Standards Manual may be updated; otherwise, no modification except in writing by both parties.
t. Integration/merger clause	Section 24.1	Only the terms of Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.2	You will be required to arbitrate in the event of a disagreement regarding the fair market value of your assets in the event of our exercise of its right to purchase.

Provision	Paragraph in Franchise Agreement	Summary
v. Choice of forum	Section 25.2	Litigation must be in Washington County, Arkansas. But see state specific amendments to the Franchise Agreement.
w. Choice of law	Section 25.1	Arkansas law applies except to extent governed by United States Trademark Act. But see state specific amendments to the Franchise Agreement.

ITEM 18
PUBLIC FIGURES

We do not employ any public figure or celebrity in our management, nor do we use a public figure or celebrity to promote our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

TABLE 1
ANALYSIS OF HISTORICAL GROSS SALES FOR ALL FRANCHISED SLIM CHICKEN'S RESTAURANTS THAT WERE OPEN AND OPERATING DURING THE ENTIRE FISCAL YEAR 2021

This Table 1 analysis contains historical average and median Gross Sales incurred in operating existing Slim Chicken's franchised Restaurants that were open and operating during the entire 2021 fiscal year. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

As of the last fiscal year ended January 2, 2022 (see Item 21), there were 107 franchised Restaurants open and operating in the United States, specifically in Alabama (2), Arkansas (15), Colorado (3), Florida (5), Georgia (1), Illinois (2), Kansas (4), Kentucky (4), Louisiana (1), Maryland (2), Michigan (2), Missouri (9), Mississippi (3), Montana (1), Nebraska (2), North Dakota (1), Ohio (4), Oklahoma (8), Pennsylvania (1), South Dakota (2), Tennessee (6), Texas (25), Utah (2), Virginia (1), and Washington (1).

Of these 107 Restaurants, 87 of these Restaurants represent the four standard prototypes currently under development and 77 were open and operating for the entire 2021 fiscal year. 20 Restaurants are excluded as they do not represent the standard prototype Restaurant currently under development: (a) 6 of the

Restaurants are non-prototype or non-freestanding facilities without a drive thru that are located on college campuses and do not operate year round, (b) 3 of the Restaurants are food trucks, (c) 10 of the Restaurants are non-traditional locations attached to other businesses, and (d) 1 of the Restaurants is a free-standing building without a drive thru. Table 1 also excludes 30 franchised Restaurants in the United States that were opened in 2021, and 16 additional franchised Restaurants located in the United Kingdom.

Table 1 presents average and median Gross Sales information for the 2021 fiscal year for the 66 franchised Restaurants that were open and operating for the full 2021 fiscal year which are representative of the current prototype Restaurant under development. These Restaurants have been sorted into four groups based on full fiscal year Gross Sales. Group 1 represents locations with at least $3,000,000 in Gross Sales. Group 2 represents locations with less than $3,000,000 and greater than $2,000,000 in Gross Sales. Group 3 represents restaurants with less than $2,000,000 and greater than $1,500,000 in Gross Sales. Group 4 represents restaurants with less than $1,500,000 in Gross Sales.

The information in the table is derived from our franchisee's sales reports and is unaudited and unverified. You should conduct an independent investigation of the costs and expenses you will incur in operating your Restaurant. Current franchisees or former franchisees listed in Exhibits F and G of this Disclosure Document may be one source of information.

Group #	Average Gross Sales per Restaurant	Median Gross Sales per Restaurant	Total Number of Restaurants in Analysis	Number of Restaurants in Category Meeting or Exceeding the Average Amount	Number of Restaurants in Category Meeting or Exceeding the Median Amount
1 (Gross Sales > $3,000,000)	$3,864,513	$3,472,026	14	5	7
2 (Gross Sales $2,000,000 to $3,000,000)	$2,361,422	$2,411,445	25	13	12
3 (Gross Sales $1,500,000 to $2,000,000)	$1,707,735	$1,730,338	19	11	11
4 (Gross Sales < $1,500,000)	$1,325,342	$1,357,394	8	6	4

The highest Gross Sales amount for the Restaurants in the above table was $5,764,715 and the lowest Gross Sales amount for the Restaurants in the above table was $1,145,623. Average Gross Sales for all 66 Restaurants was $2,366,491. Median Gross Sales for all 66 Restaurants was $1,787,386.

Gross Sales consists of the total sales price of all food products (including take-out, drive-thru or catering) and all other products and services sold by the Slim Chicken's Restaurants, including discounts and excluding taxes collected directly from customers and paid to taxing authorities.

TABLE 2
ANALYSIS OF HISTORICAL GROSS SALES FOR
ALL FRANCHISED SLIM CHICKEN'S RESTAURANTS THAT WERE NEWLY OPENED
DURING FISCAL YEAR 2021

As noted above, 30 new franchised Restaurants opened in 2021. While we excluded these 30 Restaurants from the above Table 1 analysis since none of the 30 Restaurants were open and operating the entire 2021 fiscal year, 8 of these restaurants were open for the entire second half of the fiscal year and represent one of the four standard prototype Restaurants. These Restaurants were opened between January 14, 2021 and June 28, 2021 and therefore all 8 of these Restaurants operated for at least six months in fiscal year 2021. During the last six-month period of the 2021 fiscal year from July 5, 2021 to January 2, 2022, these 8 Restaurants averaged $65,007 per week in Gross Sales per Restaurant with a median of $67,593 per week in Gross Sales. The highest weekly Gross Sales for the 8 Restaurants was $97,970, and the lowest weekly Gross Sales for the 8 Restaurants was $38,211.

Some Slim Chicken's Restaurants have achieved the sales and cost results in this analysis. Your individual results may differ. There is no assurance that you will achieve sales or cost results at the levels reflected in this analysis.

Other than the preceding financial performance representation, Slim Chicken's Development Company, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sam Rothschild, 1088 E Millsap Road, Fayetteville, Arkansas, 72703; Tel: (479) 935-4444, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2019 TO 2021*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised**	**2019**	56	59	+3
	2020	59	77	+18
	2021	77	107	+30
Company-Owned***/****	**2019**	20	23	+3
	2020	23	11	-12
	2021	11	9	-2
Total Outlets	**2019**	76	82	+6
	2020	82	88	+6

	2021	**88**	**116**	**+28**

* Our 2021 fiscal year ended January 2, 2022. Our 2020 fiscal year ended January 3, 2021. Our 2019 fiscal year ended on December 29, 2019. See Item 21 for more information on our fiscal year.

**We do not include any international franchised Restaurants in this Item 20.

***Company-owned Restaurants are operated by our affiliate Slim Chickens Restaurants, LLC and its subsidiaries.

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR FISCAL YEARS 2019 TO 2021

State	Year	Number of Transfers
Arkansas	2019	0
	2020	0
	2021	0
Illinois	2019	3
	2020	0
	2021	0
Kansas	2019	2
	2020	0
	2021	0
Kentucky	2019	0
	2020	0
	2021	2
Texas	2019	1
	2020	1
	2021	3
Total	**2019**	**6**
	2020	**3**
	2021	**3**

TABLE NO. 3

FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2019 TO 2021*

State	Year	Outlets Operating at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets Operating at Year End
Alabama	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Arizona	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Arkansas	2019	8	3	0	0	0	0	11
	2020	11	2	0	0	0	0	13
	2021	13	2	0	0	0	0	15
Colorado	2019	0	2	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Florida	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	3	0	0	0	0	4
Georgia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Illinois	2019	5	0	1	0	0	0	4
	2020	4	0	0	0	0	2	2
	2021	2	0	0	0	0	0	2
Kansas	2019	3	0	1	0	0	0	2
	2020	2	3	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Kentucky	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Louisiana	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Maryland	2019	0	0	0	0	0	0	0

State	Year	Outlets Operating at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets Operating at Year End
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Mississippi	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Missouri	2019	2	1	0	0	0	0	3
	2020	3	2	0	0	0	0	5
	2021	5	3	0	0	0	0	8
Montana	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nebraska	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	1	0	0	0	0
North Dakota	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Ohio	2019	1	0	0	0	0	0	1
	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Oklahoma	2019	0	0	0	0	0	0	0
	2020	0	7	0	0	0	0	7
	2021	7	1	0	0	0	0	8
South Dakota	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Tennessee	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3

State	Year	Outlets Operating at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets Operating at Year End
	2021	3	3	0	0	0	0	6
Texas	2019	25	2	4	0	0	0	23
	2020	23	1	0	0	0	3	21
	2021	21	5	0	0	0	0	26
Utah	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Washington	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Total	**2019**	**56**	**10**	**7**	**0**	**0**	**0**	**59**
	2020	**59**	**23**	**0**	**0**	**0**	**5**	**77**
	2021	**77**	**31**	**1**	**0**	**0**	**0**	**107**

* During our fiscal year 2020, we sold a total of 12 Restaurants to franchisees in Kansas (3), Missouri (2) and Oklahoma (8)

TABLE NO. 4

COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2019 TO 2021*

State	Year	Outlets Operating at Start of Year*	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
Arkansas	**2019**	**8**	**1**	**0**	**0**	**0**	**9**
	2020	**9**	**0**	**0**	**0**	**0**	**9**
	2021	**9**	**0**	**0**	**0**	**1**	**8**
Kansas	**2019**	**2**	**1**	**0**	**0**	**0**	**3**
	2020	**3**	**0**	**0**	**0**	**3**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
Missouri	**2019**	**2**	**0**	**0**	**0**	**0**	**2**
	2020	**2**	**0**	**0**	**0**	**1**	**1**
	2021	**1**	**0**	**0**	**0**	**1**	**0**
Oklahoma	**2019**	**8**	**1**	**0**	**0**	**0**	**9**

State	Year	Outlets Operating at Start of Year*	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
	2020	**9**	**1**	**0**	**1**	**8**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**
Totals	**2019**	**20**	**3**	**0**	**0**	**0**	**23**
	2020	**23**	**1**	**0**	**1**	**12**	**11**
	2021	**11**	**0**	**0**	**0**	**2**	**9**

*Company-owned Restaurants are operated by our affiliate Slim Chickens Restaurants, LLC and its subsidiaries.

TABLE NO. 5

PROJECTED OPENINGS
AS OF JANUARY 3, 2022*

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year**
Alabama	0	5	0
Arizona	0	0	0
Arkansas	0	0	1
Colorado	0	2	0
Florida	0	5	0
Georgia	0	0	0
Illinois	0	0	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maryland	0	0	0
Minnesota	0	1	0
Mississippi	0	3	0
Missouri	0	1	0
Nebraska	0	0	0
New Mexico	0	1	0
New Jersey	0	0	0
North Carolina	0	4	0
North Dakota	0	2	0
Ohio	0	0	0
Oklahoma	0	0	0
Pennsylvania	0	0	0
South Carolina	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year**
South Dakota	0	1	0
Tennessee	0	2	0
Texas	0	4	0
Utah	0	2	0
Virginia	0	0	0
Washington	0	0	0
Arizona	0	0	0
Totals	**0**	**38**	**1**

* Company-owned Restaurants are operated by our affiliate Slim Chickens Restaurants, LLC and its subsidiaries.

**Any company-owned Restaurants will likely be operated by our affiliate Slim Chickens Restaurants, LLC and its subsidiaries.

***In most cases where a Franchisee signed a Development Agreement, a Franchise Agreement is signed immediately prior to Restaurant opening.

Current Franchisees

A list of the names, addresses and telephone numbers of all franchisees and licensees as of the end of our last fiscal year is attached to this disclosure document as Exhibit F.

Former Franchisees

Attached to this disclosure document as Exhibit G is a list of the name and last known home address and telephone number of every franchisee (if any) who has had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this disclosure document.

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

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchised outlet in an addendum to this disclosure document.

Confidentiality Clauses

During the last 3 fiscal years, we have signed agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Franchisee Associations

We are not aware of any trademark-specific franchisee organization associated with our franchise.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit H are the following financial statements:

Audited balance sheets as of January 2, 2022, January 3, 2021 and December 29, 2019, and the related statements of operations, members' deficit and cash flows for years ending January 2, 2022, January 3, 2021 and December 29, 2019.

We operated on a 52/53-week fiscal year ending on the Sunday nearest December 31 for our most recent fiscal year ended January 2, 2022, which consisted of 52 weeks.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit B - Development Agreement
Exhibit C - Franchise Agreement

ITEM 23
RECEIPTS

You must sign two copies of the Receipt attached as the last two pages to this disclosure document. After execution, you keep one copy and provide the other to us.

EXHIBIT A

LIST OF STATE FRANCHISE ADMINISTRATORS

The following is a list of the state agencies that are responsible for regulating franchises. Some states do not have a state regulatory agency for franchises.

CALIFORNIA
Department of Financial Protection and Oversight
One Sansome Street, Suite 600
San Francisco, CA 94104-4428

HAWAII
Department of Commerce
and Consumer Affairs
1010 Richard Street
Honolulu, Hawaii 96813

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

INDIANA
Indiana Secretary of State
Franchise Section
302 West Washington
Room E-111
Indianapolis, Indiana 46204

MARYLAND
Maryland Securities Commissioner
Franchise Section
200 St. Paul Place
20th Floor
Baltimore, Maryland 21202-2020

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

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101
(651) 539-1600

Nebraska Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, Nebraska 68508-2732
P.O. Box 95006
Lincoln, Nebraska 68509-5006

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl.
New York, New York 10005
(212) 416-8236

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, ND 58505
(701) 328-4712

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

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre SD 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

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

WISCONSIN
Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701-1768

EXHIBIT B

SLIM CHICKENS DEVELOPMENT AGREEMENT

SLIM CHICKENS

DEVELOPMENT AGREEMENT

BETWEEN

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

AND

_____

Dev. Agmt. No.:_____
No. Units:_____
Date:_____

SUMMARY PAGES

Effective Date: _____

Developer: _____

Developer's Corporate Address: _____

_____

Phone Number: _____ Email Address: _____

Controlling Owner: _____

Development Area: _____.

Territory Fee: $_____

Development Schedule:

RESTAURANT NUMBER	FRANCHISE AGREEMENT EXECUTION DATE	REQUIRED OPENING DATE	REQUIRED NUMBER OF OPERATING RESTAURANTS

Development Extension Fee: $5,000 for each 6-month extension

Term: From the Effective Date of this Agreement until the earlier of (i) the Required Opening Date for Developer's last Restaurant, as indicated in the Summary Pages, or (ii) the date Developer's last Restaurant described in the Development Schedule is actually open and in operation, unless earlier terminated in accordance with this Agreement.

Transfer Fee: $10,000 plus an amount to cover Franchisor's actual out-of-pocket costs associated with reviewing and documenting the transfer

Addresses for Notices:

Franchisor: Slim Chicken's Development Company, LLC
1088 E Millsap Road
Fayetteville, Arkansas 72703, U.S.A.
Fax: 479-695-1673
Email: sam@slimchickens.com

Developer: Developer's Corporate Address shown above.

Disclosure Law Compliance:

Delivery Date of Franchise Disclosure Document: _____, 202_.

Delivery Date of completed Development Agreement: _____, 202_.

Ownership and Officers of Developer:

Name of Holder	Number of Securities (if any)	% Ownership of Developer	Title

The following persons are the duly qualified and elected officers of Developer and hold the position set forth opposite such person's name:

Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____

REQUIRED GUARANTORS

The following persons are required to execute the Guaranty and Assumption of Obligations attached to the Development Agreement as Exhibit A:

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____
Name:_____ Address: _____

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

SLIM CHICKENS

DEVELOPMENT AGREEMENT

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EXHIBIT A GUARANTY AND ASSUMPTION OF OBLIGATIONS
EXHIBIT B STATE SPECIFIC ADDENDA TO DEVELOPMENT AGREEMENT (as applicable)

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made as of the Effective Date between Franchisor and Developer set forth in the Summary Pages.

WITNESSETH:

WHEREAS, Franchisor has licensed a proprietary system (the "Slim Chickens System") for the establishment, development, opening and operation of a fast casual service restaurant featuring fresh chicken in numerous forms, meals, wraps, sandwiches and salads, highlighted by Slim Chickens famous tenders and wings and homemade signature sauces utilizing the name "Slim Chickens" (such brand, "Slim Chickens"); and

WHEREAS, the distinguishing characteristics of the Slim Chickens System include the names "SLIM CHICKEN'S" and "SLIM CHICKENS," specially designed buildings, distinctive interior and exterior layouts, decor, color schemes, and furnishings, confidential food formulae and recipes used in the preparation of food products and, particularly, a unique seasoning and batter formula for preparing Slim Chickens chicken, specialized menus, standards and specifications for equipment, equipment layouts, products, operating procedures, and management programs, all of which may be changed, improved, and further developed by Franchisor from time to time; and

WHEREAS, Franchisor identifies the Slim Chickens System by means of certain trade names, trade dress, service marks, trademarks, graphics, logos, emblems and other indicia of origin, including the marks "SLIM CHICKEN'S FAMOUS TENDERS & WINGS," "SLIM CHICKEN'S" and "SLIM CHICKENS," and such other trade names, service marks, trademarks and trade dress as are now, or may hereafter, be designated by Franchisor in the Brand Standards Manual or in writing for use in connection with the Slim Chickens System (collectively, the "Marks"); and

WHEREAS, Franchisor, either independently or through its affiliates, continues to use, exploit and control the use of the Marks in order to identify for the public the source of services and products marketed thereunder in the Slim Chickens System and to represent the Slim Chickens System's high standards of quality, appearance and service; and

WHEREAS, Developer wishes to be assisted, trained and licensed by Franchisor as a Slim Chickens franchisee and licensed to use, in connection therewith, the Slim Chickens System; and

WHEREAS, Developer understands the importance of the Slim Chickens System and its high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating Slim Chickens restaurants in specific conformity with the Slim Chickens System; and

WHEREAS, Developer wishes to obtain the right to develop Slim Chickens restaurants (collectively, the "Restaurants"; each, a "Restaurant") in the geographic area described in this Agreement and to use the Slim Chickens System only in connection with those Restaurants; and

WHEREAS, Franchisor is, in entering this Agreement, relying upon the business skill, financial capacity and character of Developer and its Owners.

NOW, THEREFORE, the parties hereto agree as follows:

I. GRANT.

1.1 Development Area. Franchisor hereby grants Developer, subject to the terms and conditions of this Agreement and as long as Developer, its Affiliates and its Owners are not be in default of this Agreement or any other development, franchise or other agreement between Developer, any Affiliate or any Owner and Franchisor or any of its Affiliates, development rights to obtain franchises to establish and operate the total number of Restaurants set forth in the development schedule set forth in the Summary Pages ("Development Schedule"), and to use the Slim Chickens System solely in connection therewith, at specific locations to be designated in separate franchise agreements governing the operation of each Restaurant (each, a "Franchise Agreement"), executed in accordance with this Agreement, and pursuant to the Development Schedule. Each Restaurant developed pursuant hereto will be located in the area described in the Summary Pages (the "Development Area").

1.2 Competitive Protection; Territorial Scope of Development Rights.

(a) If Developer, its Affiliates and its Owners are in full compliance with this Agreement and all other agreements between Developer, its Affiliates and its Owners and Franchisor and its Affiliates, Franchisor will not operate or authorize anyone except Developer to commence operation of a Restaurant from a physical location in the Development Area.

(b) If Developer transfers the franchise for any Restaurant, Franchisor may enter into a Franchise Agreement with the transferee and may permit the transferee to relocate the transferred Restaurant inside the Development Area in accordance with the provisions of Franchisor's then current Franchise Agreement.

(c) Franchisor and its Affiliates (and their respective successors and assigns, by purchase, merger, consolidation or otherwise) reserve all rights that this Agreement does not expressly grant to or confer upon Developer, including, without limitation and notwithstanding Section 1.2(b) above:

(i) The right to establish and operate and license others to establish and operate Special Outlets in the Development Area, regardless of proximity to or competitive impact upon the Development Area;

(ii) The right to establish, operate and license others to establish and operate Restaurants, Special Outlets or other establishments located anywhere outside the Development Area's physical boundaries, regardless of proximity to or competitive impact upon the Development Area and regardless of whether these establishments market their products and services in, or draw customers from, the Development Area;

(iii) The right to distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise, whether or not identified by or associated with the Marks, to or through any commercial establishments that are not affiliated with Franchisor or associated with the Slim Chickens System, including (for example) department stores, supermarkets and convenience stores, both inside and outside the Development Area, regardless of proximity to or competitive impact upon the Development Area;

(iv) The right to distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise, whether or

not identified by or associated with the Marks, to all Persons whether inside or outside the Development Area through catalogues, telemarketing campaigns, an Internet website and other direct-order techniques;

(v) The right to distribute catalogues and similar sales solicitation materials in the Development Area, broadcast television and radio commercials for direct-order merchandise into the Development Area, initiate telephone contact with and accept telephone orders from residents of the Development Area, and fill orders for direct-order merchandise in the Development Area, regardless of proximity to or competitive impact upon the Development Area;

(vi) The right to operate, and grant to others the right to operate, retail food establishments (including restaurants) identified by trade names, trademarks, service marks or trade dress other than the Marks, pursuant to such terms and conditions as Franchisor deems appropriate, both inside and outside the Development Area and regardless of proximity to or competitive impact upon the Development Area;

(vii) The right to advertise and promote sales of any products and/or services (including those offered by Restaurants) both inside and outside the Development Area and advertise and promote franchises for Restaurants, regardless of proximity to or competitive impact upon Developer's Restaurants; and

(viii) The right to acquire or be acquired by (regardless of the form of the transaction) a business which operates or licenses others to operate restaurant premises within the Development Area, and Franchisor or its successors or assigns will have the right to operate and license others to operate such restaurants under the trademarks or service marks of such other business at, from and/or physically contiguous to such restaurant premises within the Development Area regardless of proximity to or competitive impact upon Developer's Restaurants.

(d) Developer acknowledges and agrees that Franchisor has no express obligation or implied duty to insulate or protect Developer's revenues from erosion as the result of any Restaurant's competition with other Restaurants or with Special Outlets in the ways and to the extent this Section provides or contemplates. Developer expressly waives and relinquishes any right to assert any claim against Franchisor based on the existence, actual or arguable, of any such obligation or duty.

(e) If Developer is a business entity, Developer acknowledges and agrees that no individual, including the Owners and employees of Developer's Restaurants, has, and no provision of this Agreement confers, any personal right to use the Marks at or from any location (whether within or outside of the Development Area) for any purpose. Developer agrees to immediately notify Franchisor if Developer becomes aware of such use of the Marks. Developer will take all reasonable actions required by Franchisor to eliminate such use of the Marks and will reimburse Franchisor for any expense incurred by Franchisor as a result of such use of the Marks.

1.3 Franchise Agreements. Each Restaurant for which a development right is granted hereunder will be established and operated pursuant to a separate Franchise Agreement to be entered into between Developer and Franchisor in accordance with this Agreement.

1.4 Limited Agreement. This Agreement is not a Franchise Agreement and does not grant the Developer any right to use the Marks or the Slim Chickens System, but merely sets forth the terms and conditions under which Developer and Franchisor may enter into a Franchise Agreement.

1.5 Limitations. This Agreement grants Developer the limited right to select sites, subject to Franchisor's consent, for proposed Slim Chickens restaurants within the Development Area, and does not include the grant of a license to the Marks, or the Slim Chickens System, which will be granted to Developer only through the execution of separate Slim Chickens Franchise Agreements for each Restaurant, and only as set forth in such Franchise Agreements.

1.6 Sublicenses Prohibited. Developer has no right under this Agreement to license others to use in any way the Marks, the Slim Chickens System or the Confidential Information. Developer acknowledges that this Agreement does not contemplate nor permit it to operate or function as a sub-franchisor or franchise broker and that the development and operating rights and responsibilities granted to Developer hereunder are personal to, and are the sole responsibility of, Developer.

II. TERRITORY FEE.

2.1 Territory Fee. In consideration of the development rights granted herein, Developer will pay to Franchisor upon execution of this Agreement a non-refundable territory fee in the amount set forth in the Summary Pages (calculated by multiplying $15,000.00 by the total number of Restaurants to be developed hereunder) (the "Territory Fee"), which Territory Fee has been fully earned by Franchisor for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

III. DEVELOPMENT SCHEDULE AND TERM.

3.1 Execution of Franchise Agreements.

(a) Developer will exercise each development right granted herein for a Restaurant by executing a then-current, standard 10 year term Slim Chickens Franchise Agreement for the Restaurant and by paying the Franchise Fee required thereby. If Developer, its Affiliates or its Owners is a legal entity other than an individual, each individual owning, holding or otherwise controlling a beneficial interest of 5% or more of such legal entity or any other legal entity directly or indirectly controlling such entity, will guaranty the performance of such entity under the Franchise Agreement by executing the Franchisor's then-current Franchise Agreement guaranty form.

(b) Developer's right to execute a Franchise Agreement will be contingent upon Developer's and any Affiliate's continuous performance of all of the terms and conditions of this Agreement and any other development, franchise or other agreements between Developer, its Affiliates and its Owners and Franchisor or any affiliate thereof. Except as may be provided otherwise herein, the Franchise Agreement for each Restaurant will thereafter control the relationship of the parties as to that Restaurant.

3.2 Development Schedule. Recognizing that time is of the essence in this Agreement, Developer agrees to exercise the development rights granted hereunder in the manner specified in Article IV hereof and to otherwise satisfy the Development Schedule. Failure by Developer to adhere to the

Development Schedule will constitute a default under this Agreement. For purposes of this Agreement, a Restaurant will be deemed to be "open" when a Franchise Agreement for the Restaurant has been properly executed and the Restaurant is completed and approved for commencement of operation by Franchisor.

3.3 Franchise Fee. In addition to the Territory Fee required by Article II, Developer acknowledges that it will become obligated to pay Franchisor the Franchise Fee set forth in the Franchise Agreement for each Restaurant required to be developed hereunder after the Franchise Agreement for each Restaurant is executed. Franchisor will have the right to withhold or delay its permission or authorization for one or more of the suppliers of Developer's opening inventory to ship such inventory to Developer for a Restaurant until after Franchisor's receipt of Developer's payment of the Franchise Fee due with regard to such Restaurant. Franchisor's exercise of this right will not, in any case, toll, supplant or supersede the Development Schedule obligations of Developer under this Agreement nor excuse Developer's failure to comply with same.

3.4 Development Schedule Extension. If Developer is unable to adhere to the Development Schedule for a reason other than an event of Force Majeure (covered in Section 15.11 of this Agreement), Developer may apply for one (but only one) extension, unless otherwise agreed to by Franchisor, of the Required Opening Date. The extension will be for a period of not more than six (6) months. To obtain an extension, Developer must request it in writing not later than 90 days before the relevant Required Opening Date. Franchisor will grant the extension if Developer has made a good faith effort to comply with the requirements of this Agreement, but has experienced delays beyond Developer's reasonable control that do not amount to an event of Force Majeure (each as determined by Franchisor), and Developer pays to Franchisor the Development Extension Fee. An extension obtained under this Section will apply only to Developer's Restaurant for which Developer obtained it; an extension will not delay the Required Opening Date of any subsequent Restaurant.

3.5 Loss of Rights. If Developer fails to timely meet its obligations according to the Development Schedule, in addition to any other remedies Franchisor may have against Developer, Developer will forfeit its development rights in the Development Area, and will forfeit all rights to own and operate any additional Restaurants under this Agreement.

3.6 Term. Unless earlier terminated, the Term of this Agreement and all development rights granted hereunder will be as set forth in the Summary Pages.

IV. FRANCHISED UNIT OPENINGS.

4.1 Delay in Opening of Restaurant. Should commencement of operation of a Restaurant be delayed by the failure of Developer, Developer will reimburse Franchisor for all out of pocket expenses for such items, including but not limited to booked travel and hotels for training team.

4.2 Inspection by Franchisor. In order to preserve the integrity of the standards of the Slim Chickens System and to insure that Developer is properly employing the same in the development, construction, equipment and furnishing of all potential Restaurants, Franchisor or its agents will at all reasonable times have the right to inspect Developer's proposed or actual sites upon which Developer proposes or is constructing a Restaurant under this Agreement, including the premises and all buildings, and to make periodic inspections and evaluations of the site and facilities. Developer will cooperate with Franchisor's representatives in such inspections and render such assistance to the representatives as may reasonably be requested.

V. DEFAULT AND TERMINATION.

5.1 Developer's Representations and Warranties. The rights granted to Developer in this Agreement have been granted based upon Developer's representations, warranties and assurances, including, without limitation, that the conditions set forth in Article III of this Agreement will be met by Developer in a timely manner.

5.2 Bankruptcy. Developer will be deemed to be in default under this Agreement, and all rights granted herein will automatically terminate without notice to Developer:

(a) if Developer will become insolvent or make a general assignment for the benefit of creditors;

(b) if a petition in bankruptcy is filed by Developer or such a petition is filed against Developer and not opposed by Developer; or if Developer is adjudicated bankrupt or insolvent;

(c) if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(d) if proceedings for a composition with creditors under the applicable law of any jurisdiction should be instituted by or against Developer;

(e) if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

(f) if Developer is dissolved;

(g) if execution is levied against Developer's property or business;

(h) if suit to foreclose any lien or mortgage against the premises or equipment of any Restaurant developed hereunder or operated by Developer, its Affiliates or its Owners is instituted and not dismissed within thirty (30) days; or

(i) if the real or personal property of any Restaurant developed hereunder or operated by Developer, its Affiliates or its Owners will be sold after levy thereupon in accordance with applicable law.

5.3 Default and Franchisor's Remedies. If Developer, any Affiliate or any Owner:

(a) Signs a lease without express written authorization from Franchisor or otherwise proceeds with a Restaurant's development before signing a Franchise Agreement or paying the franchise fee for Developer's Restaurant;

(b) Fails to open any Restaurant in compliance with this Agreement on or before its Required Opening Date (taking into account any extension of that date that Developer obtains under this Agreement);

(c) Without Franchisor's express prior written permission, fails to have open and operating in the Development Area the cumulative total number of Restaurants indicated in the "Required Number of Operating Restaurants" column of the Development Schedule as of the Required Opening

Date of any Restaurant (taking into account any extension of a particular Restaurant's Required Opening Date that Developer obtains under this Agreement);

(d) Allows two or more Franchise Agreements to be terminated for cause;

(e) Receives three or more default notices in any calendar year with respect to its operation of any of the Restaurants developed pursuant to this Agreement, whether or not Franchisor terminates any Franchise Agreement for any Restaurant on account of the default;

(f) Attempts to or effectuates a transfer of any rights under this Agreement in contravention of this Agreements;

(g) Enters negotiations to purchase or lease a site for a Restaurant located outside the Development Area, except pursuant to another effective development agreement between Franchisor and Developer;

(h) Breaches the non-competition covenants in this Agreement;

(i) Breaches the anti-terrorist and money laundering covenant in this Agreement;

(j) Is a business entity and fails to comply with the business entity requirements of this Agreement;

then Developer will be in default under this Agreement. If a default occurs then Franchisor may, in addition to all other rights an remedies that may be available, either (i) terminate or modify Developer's exclusive rights to develop Restaurants in the Development Area; (ii) reduce the geographic scope of the Development Area or the remaining number of Restaurants to be developed or (iii) terminate this Agreement and all of Developer's rights under this Agreement, in any of these cases by giving Developer written notice of Franchisor's election. Termination of this Agreement will not affect the status of any Franchise Agreement then in effect between Franchisor and Developer, unless Developer or its Affiliate is in default of such Franchise Agreement.

5.4 Payment of Expenses. Developer will pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees and expenses and court costs, incurred by Franchisor in seeking recovery of damages caused by any action of Developer in violation of, or in obtaining injunctive relief for the enforcement of, any portion of this Agreement. Further, Developer acknowledges and agrees that any failure to comply with the provisions of this Article V will result in irreparable injury to Franchisor.

5.5 Effect of Termination. Upon expiration or termination of this Agreement, Developer has no direct or indirect right to establish or operate a Restaurant for which a Franchise Agreement has not been executed by Franchisor and delivered to Developer at the time of termination, and Franchisor will be entitled to establish, and to license others to establish, Restaurants in the Development Area, except as may be provided under any other agreement which is then in effect between Franchisor and Developer, its Affiliates or its Owners. All obligations of Developer and its Owners that expressly or by their nature survive the expiration, termination or transfer of this Agreement will continue in full force and effect subsequent to and notwithstanding the expiration, termination or transfer of this Agreement until such obligations are satisfied or by their terms expire; including but not limited to obligations regarding indemnification, confidentiality, non-competition, choice of law and dispute resolution.

VI. TRANSFERABILITY OF INTEREST.

6.1 Transfer by Franchisor. Franchisor and its owners may voluntarily, involuntarily, directly or indirectly sell, assign, transfer, license, sublicense, collaterally assign, grant a security, collateral or conditional interest, intervivos transfer, testamentary disposition or other disposition all or any part of its rights or obligations under this Agreement or any ownership interest in Franchisor to any person without Developer's consent. Specifically, and without limitation to the foregoing, Franchisor may sell its assets, Marks or the Slim Chickens System to a third party; may offer its securities privately or publicly; may merge, spin-off, acquire other business entities, or be acquired by another business entity; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring; and with regard to any or all of the above sales, assignments, and dispositions, Developer expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks (or any variation thereof) or the Slim Chickens System from Franchisor to any other party. If Franchisor assigns its rights in this Agreement, such assignment will constitute a novation as to Franchisor and Franchisor will be released from all further liability to Developer under this Agreement after the effective date of such transfer, and the transferee will be liable to Developer as if it was the original party to this Agreement. Nothing contained in this Agreement requires Franchisor to offer any services or products, whether or not bearing the Marks, to Developer if Franchisor assigns its rights in this Agreement.

6.2 Transfer by Developer. Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and that Franchisor has granted the development rights in reliance on the business skill, financial capacity, and character of Developer and its Owners. Accordingly, except as expressly permitted herein, Developer will not sell, assign, transfer, convey, give away, hypothecate, pledge, encumber, alienate or otherwise dispose of any interest in this Agreement, in Developer or in the assets of Developer without Franchisor's prior written consent and compliance with all the conditions and requirements of this Section. Further, Developer will ensure that none of Developer's Owners will sell, assign, transfer, convey, give away, hypothecate, pledge, encumber, alienate or otherwise dispose of any direct or indirect equity or other interest in Developer without Franchisor's prior written consent and compliance with all the conditions and requirements of this Section. Any purported assignment or transfer, whether voluntary, involuntary or by operation of law, will be ineffective against Franchisor and will constitute a material breach of this Agreement for which Franchisor may terminate this Agreement without opportunity to cure pursuant to this Agreement. Notwithstanding the foregoing, Developer has the right to utilize an Affiliate to open and operate a Restaurant which is the subject of this Agreement so long as Developer guarantees such Affiliate's payment and performance under the Franchise Agreement. Developer understands and acknowledges that, unless otherwise expressly provided herein, individual development rights to obtain franchises to establish and operate Restaurants may not be transferred except in connection with a Transfer of this Agreement, together with all remaining development options due to be developed under this Agreement, in accordance with the conditions set forth herein.

6.3 Conditions for Consent. Franchisor will not unreasonably withhold its consent to any transfer, when requested; provided, however, that prior to the time of transfer:

(a) Developer will not be in default of the Development Schedule;

(b) the transfer must be in conjunction with a simultaneous transfer to the same transferee of all Restaurants operated by Developer, its Affiliates and its Owners under the Slim Chickens System in the same Development Area as the remaining development options;

(c) all of Developer's, its Affiliate's and its Owner's accrued monetary obligations to Franchisor and its subsidiaries and affiliates will have been satisfied;

(d) Developer has agreed to remain obligated under the covenants contained in Articles VII and VIII hereof as if this Agreement had been terminated on the date of the Transfer;

(e) the transferee must be of good moral character and reputation, in the reasonable judgment of the Franchisor;

(f) the transferee will have demonstrated to the Franchisor's sole satisfaction, by meeting with the Franchisor or otherwise at Franchisor's option, that the transferee's qualifications meet the Franchisor's then-current criteria for new developers;

(g) the parties must execute a written assignment, in a form satisfactory to Franchisor in its sole discretion, pursuant to which the transferee will assume all of the obligations of Developer under this Agreement and pursuant to which Developer will release any and all claims it might have against Franchisor and its affiliates as of the date of such Transfer;

(h) the transferee must, at Franchisor's option, execute the then-current form of Development Agreement and other then-current ancillary agreements as Franchisor may require. The then-current form of Development Agreement may have significantly different provisions than this Agreement; provided, however, that Development Area and Development Schedule set forth in this Agreement will apply to such development agreement;

(i) if the transferee is a business entity, the operative agreement of such entity will provide, upon terms and conditions acceptable to Franchisor, that further assignments or transfers of any interest in such entity are subject to all restrictions imposed upon assignments and Transfers in this Agreement; and

(j) Developer or the transferee will have paid to Franchisor the Transfer Fee to cover Franchisor's administrative expense in connection with the transfer, but no such Transfer Fee will be required if the transferee is an existing Affiliate or Owner of Developer, but Developer will reimburse Franchisor for its out-of-pocket expenses for documenting such transfer.

6.4 Grant of Security Interest. In addition to its other obligations pursuant to this Article VI, Developer will grant no security interest in this Agreement or any other development, franchise or other agreement between Franchisor and Developer, its Affiliates and its Owners unless the secured party agrees that, in the event of any default by Developer, its Affiliates and its Owners under any documents related to the security interest:

(a) Franchisor will be provided with notice of default and be given a reasonable time within which to cure said default;

(b) Franchisor will have the sole right and option to be substituted as obligor to the secured party and to cure any default of Developer, its Affiliates and its Owners or to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon the Developer's or Affiliate's default; and

(c) to comply with such other requirements as Franchisor, in its sole discretion, deems reasonable and necessary to protect the integrity of the Marks and the Slim Chickens System.

6.5 Death or Mental Incapacity. Upon the death or mental incapacity of any individual who is a direct or indirect Owner of Developer, the executor, administrator, or personal representative of such individual will transfer his interest in Developer, or this Agreement and the business conducted pursuant hereto, to a third party approved by Franchisor within twelve (12) months after such death or mental incapacity of such Owner. Such transfer, including, without limitation, transfer by devise or inheritance, will be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such Owner are unable to meet the conditions in this Section 6, the personal representative of the deceased Owner will have a reasonable time, but no more than 18 months after the death of the Owner, to dispose of his direct or indirect interest in Developer, this Agreement or the business conducted pursuant hereto, which disposition will be subject to all the terms and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within 12 or 18 months, whichever is applicable, Franchisor may terminate this Agreement pursuant to Section 5.3.

6.6 Right of First Refusal. If Developer or any Owner wants to accept a bona fide offer to acquire Developer's interest in this Agreement or in all or substantially all of the Developer's assets, or any part of an Owner's equity or other interest in Developer or in another Owner that would, in the aggregate, itself or thorough a series of prior, contemporaneous or proposed transfers, have the effect of transferring direct or indirect Control of Developer, Developer will notify Franchisor in writing of such offer within 10 days of receipt of such offer, and will provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within 30 days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur within 120 days from the date of notice to the seller of the election to purchase by Franchisor. Any material change in the terms of any offer prior to closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. The failure of Franchisor to exercise the option afforded by this Section will not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Article VI, with respect to a proposed transfer. If the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest in this Agreement, Developer, or Developer's business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time as to the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser will be designated by Franchisor, and his determination will be binding upon the parties.

6.7 Offerings by Developer. Securities or other equity interests in Developer, its Affiliates or its Owners may be offered to the public, by private offering or otherwise, only with the prior written consent of Franchisor, which consent will not be unreasonably withheld. All materials prepared by Developer, its Affiliates or its Owners in connection with any such offering will be submitted to Franchisor for review and approval prior to the distribution of such materials to potential investors or filing of the same with any governmental agency. No offering of such securities will imply (by use of the Marks or otherwise) that Franchisor is participating in the underwriting, issuance or offering of such securities or has approved such offering. Developer, its Affiliates, its Owners and any other participants in the offering will execute and deliver such documents as Franchisor will request which indemnify and hold harmless Franchisor and its Affiliates for all liabilities arising, directly or indirectly, in connection with such offering. For each proposed offering, Developer will pay to Franchisor a non-refundable fee of $5,000, or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Developer will give Franchisor written notice at least 120 days prior to the date of commencement any offering or other transaction covered by this Section. In all cases, Developer must maintain a list of all

then current Owners or other holders of a direct or indirect interest in Developer and ensure (and certify to Franchisor upon request) that each Owner or other holder of a direct or indirect ownership interest in Developer obtained through a private or other offering following the Effective Date of this Agreement (a) refrain from any direct or indirect ownership interest in a Chicken Restaurant; (b) has never been (and is not later) convicted of a felony, or a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have a material adverse effect on the System or the Marks; and (c) does not render any applicable representations or warranties in this Agreement regarding the lists of "Specially Designated Nationals" or "Blocked Persons" or the acts prohibited by the U.S. Patriot Act or U.S. Executive Order 13224, inaccurate or untrue or otherwise invalid.

VII. CONFIDENTIAL INFORMATION.

7.1 Non-Disclosure. Developer will not, and will not permit any Affiliate or any Owner, fiduciary, agent or employee of Developer, its Affiliates and its Owners, during the Term or thereafter, to communicate, divulge, disclose or use for the benefit of any other person, individual, partnership, association, corporation, limited liability company or other entity, any Confidential Information. Developer will divulge such Confidential Information only to such employees of Developer, its Affiliates and it Owners as must have access to it in order to establish and operate the Restaurants pursuant to the Franchise Agreement or as Developer may be required by law; provided, however, Developer will give Franchisor prior written notice of any such required disclosure immediately upon receipt of notice by Developer in order for Franchisor to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances.

7.2 Confidentiality Agreement. Developer, its Affiliates and its Owners will require all of Developer's employees, as a condition of their employment, to execute a confidentiality agreement, prohibiting them during the term of their employment, or thereafter, from communicating, divulging or using for the benefit of any person, individual, partnership, association, corporation, limited liability company or other entity any Confidential Information which may be acquired during the term of their employment with Developer. A duplicate original of each such agreement will be provided to Franchisor upon request.

VIII. COVENANTS.

8.1 "Developer" Inclusive Term. Unless otherwise specified, the terms "Developer", "Affiliate" and "Owner" as used in this Article VIII will also include, collectively and individually, all officers, directors, and holders of a direct or indirect legal or beneficial interest of 5% or more of the ownership interests of Developer, its Affiliates and its Owners, as the case may be.

8.2 Non-Solicitation. Developer acknowledges that, pursuant to this Agreement, Developer will receive valuable Confidential Information. Developer covenants that neither Developer nor its Affiliates or its Owners, during the Term, except as approved in writing by Franchisor, will either directly or indirectly, through or on behalf of, or in conjunction with, any person, individual, partnership, corporation, limited liability company or other entity:

(a) divert or attempt to divert any business, supplier or customer of the Restaurants to be developed hereunder to any competitor by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the Slim Chickens System; or

(b) employ or seek to employ any person who is, at the time, employed by Franchisor or by any other Slim Chickens franchisees, or otherwise directly or indirectly induce such person to leave his or her employment.

8.3 Non-Competition. Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable training and confidential information of Franchisor and the Slim Chickens System.

(a) In consideration of Franchisor's granting franchise rights to Developer and disclosing to Developer the Slim Chickens System and other Confidential Information, Developer, its Affiliates and its Owners covenant and agree that, during the term, Developer, its Affiliates and its Owners will not own, operate, or develop, directly or indirectly, or accept employment by or hold an ownership or other beneficial interest in any Chicken Restaurant, except as an authorized Developer of Franchisor, which is located (i) at the Approved Location of any Restaurant developed pursuant to this Agreement; or (ii) within the Development Area, or (iii) within 25 miles of the perimeter of the Development Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the "Development Area" of any other Slim Chickens franchisee; or (vi) within the United States of America; or (vii) within the world.

(b) In addition, Developer, its Affiliates and its Owners covenant and agree that, for 2 years after the expiration or termination of this Agreement (or for Owners, after such person ceases to be an Owner), Developer, its Affiliates and its Owners will not own, operate, or develop, directly or indirectly, or accept employment by or hold an ownership or other beneficial interest in any Chicken Restaurant, except as an authorized Developer of Franchisor, which is located (i) at the former Approved Location of any Restaurant developed pursuant to this Agreement; or (ii) within the former Development Area, or (iii) within 25 miles of the perimeter of the former Development Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant. For purposes of calculating the duration of the 2-year period, any time during which Developer, its Affiliates and its Owners (as applicable) are in violation or breach of the covenant will be excluded.

8.4 Execution of Covenants. At Franchisor's request, Developer will require and obtain execution of covenants similar to those set forth in this Article VIII (including covenants applicable upon the termination of a person's relationship with Developer) in a form satisfactory to Franchisor, including, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them, from all officers, directors, key Restaurant managers and holders of a direct or indirect ownership interest of five percent (5%) or more in Developer. The failure of Developer to obtain execution of a covenant required by this Section 8.4 will constitute a material breach of this Agreement. A duplicate original of each such covenant will be provided by Developer to Franchisor immediately upon execution.

IX. NOTICES.

Any and all notices required or permitted under this Agreement will be in writing and will be delivered by any means which will provide evidence of the date received to the respective parties at the addresses set forth in the Summary Pages unless and until a different address has been designated by written notice to the other party. All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and will be deemed so delivered (i) at the time delivered by hand; (ii) one (1) business day after sending by facsimile or comparable electronic system; or (iii) if sent by registered or certified mail, by nationally-recognized courier service or by other means which affords the sender evidence of delivery, on the date and time of receipt or attempted delivery

if delivery has been refused or rendered impossible by the party being notified.

X. NON-WAIVER.

No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default will not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature, nor will any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Developer of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's rights, nor will such constitute a waiver by Franchisor of any rights hereunder or right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it will not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants, or conditions of this Agreement.

XI. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

11.1 Independent Contractor. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Developer is an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Developer will hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Developer agrees to take such actions as will be necessary to that end.

11.2 No Agency. Developer understands and agrees that nothing in this Agreement authorizes the Developer to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or any other obligation in Franchisor's name, and that Franchisor will in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Developer, or any claim or judgment arising therefrom. Developer will indemnify and hold Franchisor and the Franchisor Parties harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with Developer's activities, as well as the cost, including attorney's fees and expenses, of defending against such claims.

11.3 Indemnification. Developer and Owners, jointly and severally, will, at all times and to the fullest extent permitted by law, indemnify the Franchisor Parties from and defend them against all Losses and Expenses of any of the Franchisor Parties that arise out of or are based upon any of the following: (1) any violation or breach by Developer, or any of its Affiliates or Owners, of any warranty, representation, agreement or obligation in this Agreement or other agreement between Developer or its Affiliates and any of the Franchisor Parties, (2) any acts, errors, or omissions of Developer, its Affiliates, its Owners and their respective owners, officers, employees, agents and representatives, in connection with the performance of the development activities contemplated by this Agreement or the establishment and operation of Restaurants pursuant to this Agreement; and (3) any and all encumbrances, liens, assessments, levies, charges, surcharges, demands for payment, taxes or any other liabilities imposed on Franchisor or on or as a result of any payment due to or paid to Franchisor under this Agreement, by any taxing authority or any political subdivision, instrumentality, agency or other body of any governmental or taxing authority.

(a) Developer and each of the Owners agrees to give Franchisor immediate notice of any Action subject to indemnification under this Section. At the expense and risk of Developer and each of the Owners, Franchisor may elect to control (but under no circumstance is obligated to undertake), and

associate counsel of its own choosing with respect to, the defense and/or settlement of any such Action. Such an undertaking by Franchisor will, in no manner or form, diminish the obligation of Developer and each of the Owners to indemnify the Franchisor Parties and to hold them harmless.

(b) Notwithstanding anything to the contrary in this Section, to the extent that the underlying claims for which the Franchisor Parties seek indemnification from Developer include allegations of negligence, gross negligence or intentional acts by the Franchisor Parties, and one or more of the Franchisor Parties are found by the competent court with jurisdiction over the matter to have been negligent, grossly negligent or intentionally acted with respect to the underlying acts, errors or omissions giving rise to such underlying claims, the parties agree that the relevant Franchisor Parties will be liable for the Losses and Expenses for which they are found to be negligent, contributorily negligent or have intentionally acted and will be required to promptly reimburse to Developer such percentage of any amounts previously paid to the Franchisor Parties equal to the percentage of causation or liability assessed to the Franchisor Parties by such competent court with jurisdiction over the matter.

(c) In order to protect persons or property or the reputation or goodwill of itself or others, Franchisor may, at any time and without notice, as it deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the Action if, in Franchisor's judgment, there are grounds to believe that:

(i) Any of the acts or circumstances enumerated in Section 11.3(a) has occurred; or

(ii) Any act, error or omission as described in Section 11.3(a) may result directly or indirectly in damage, injury or harm to any Person or any property.

(d) All Losses and Expenses incurred under this Section 11.3 will be chargeable to and paid by Developer or any of the Owners pursuant and subject to their respective obligations of indemnity under this Section, regardless of any action, activity, or defense undertaken by Franchisor or the subsequent success or failure of that action, activity, or defense.

(e) THE FRANCHISOR PARTIES DO NOT ASSUME ANY LIABILITY WHATSOEVER FOR ACTS, ERRORS, OR OMISSIONS OF THOSE WITH WHOM DEVELOPER, ANY OF ITS AFFILIATES OR ANY OF THE OWNERS, MAY CONTRACT. DEVELOPER AND EACH OF THE OWNERS WILL HOLD HARMLESS AND INDEMNIFY THE FRANCHISOR PARTIES FROM ALL LOSSES AND EXPENSES THAT MAY ARISE OUT OF ANY ACTS, ERRORS, OR OMISSIONS OF DEVELOPER, ITS AFFILIATES AND OWNERS AND ANY SUCH THIRD PARTIES, WITHOUT LIMITATION AND WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE ACTS, ERRORS OR OMISSIONS OR THE NEGLIGENCE (WHETHER THAT NEGLIGENCE IS SOLE, JOINT, OR CONCURRENT, AND WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF ANY OF THE FRANCHISOR PARTIES OR ANY OTHER PARTY OR PARTIES ARISING IN CONNECTION THEREWITH, IN CONNECTION WITH THE ESTABLISHMENT AND OPERATION OF THE RESTAURANTS, INCLUDING, BUT NOT LIMITED TO, ANY ACTS, ERRORS OR OMISSIONS OF ANY OF THE FOREGOING IN THE OPERATION OF ANY MOTOR VEHICLE, IN THE ESTABLISHMENT OR IMPLEMENTATION OF SECURITY FOR THE RESTAURANTS, IN THE USE OF ANY INTERNET SITE OR INTRANET NETWORK DEVELOPED BY FRANCHISOR, ACTS OF ANY THIRD PARTIES, OR ACTS OR CLAIMS ARISING FROM THIS AGREEMENT.

11.4 No Sub-Franchisor. Neither Developer, nor its Affiliates or its Owners are a sub-franchisor or franchise broker of Franchisor and none of them will function nor hold themselves out as one

11.5 Crisis Management Event. Upon the occurrence of a Crisis Management Event, Developer must immediately inform Franchisor by telephone or electronic means, must cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event, and must implement such remediation plan as may be instituted by Franchisor, which may include Franchisor requiring a temporary cessation of the development of new Restaurants as part of the Crisis Management Event remediation plan.

XII. APPROVALS.

12.1 Approvals in Writing. Whenever this Agreement requires the prior approval of Franchisor, Developer will make a timely written request to Franchisor therefor, and, except as may otherwise be expressly provided herein, any approval or consent granted will be in writing.

12.2 No Reliance. Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer or any third party to which Franchisor would not otherwise be subject, by providing any waiver, approval, advice, consent, or services to Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

XIII. ACKNOWLEDGMENT.

13.1 Business Risks and Uncertainties. Developer acknowledges that the success of the business venture contemplated by this Agreement involves substantial business risks and uncertainties and will be largely dependent upon the ability of Developer as an independent business. Except as may be set forth in Franchisor's disclosure document, Franchisor expressly disclaims the making of, and Developer acknowledges not having received, any warranty or guarantee, expressed or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

13.2 Review of Documents. Developer acknowledges that Developer has received, read and understands this Agreement, the exhibits hereto and agreements relating hereto (including the Franchise Agreement), and the Franchisor has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

13.3 Receipt by Developer. Developer acknowledges that Developer has received a complete copy of this Agreement, the exhibits hereto and agreements relating hereto (including the Franchise Agreement), at least 7 days prior to the date upon which this Agreement was executed. Developer further acknowledges that Developer has received the Franchise Disclosure Document required by the Federal Trade Commission at least 14 days prior to the date on which this Agreement was executed.

XIV. SEVERABILITY AND CONSTRUCTION.

14.1 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation, or have any other effect upon, such other portions, sections, parts, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and

effect to bind the parties; and said invalid portions, sections, parts, terms or provisions will be deemed not to be part of this Agreement.

14.2 Successors and Assigns. Except as has been expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Developer, Franchisor, the Franchisor Parties and Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, permitted) by Article VI hereof, any rights or remedies under or by reason of this Agreement.

14.3 Developer's Acknowledgement. Developer expressly agrees to be bound by any covenant or promise imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court will hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court order.

14.4 Captions and Construction. All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of the provisions hereof. As used herein, the terms "include" and "including" mean "including without limitation."

14.5 Survival. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, will so survive the expiration and/or termination of this Agreement.

14.6 Counterparts. This Agreement may be executed in multiple originals and each copy so executed deemed an original.

XV. MISCELLANEOUS.

15.1 Representations of Incorporated Developer. If Developer is a corporation, limited liability company or other business entity at the time of execution of this Agreement, Developer hereby warrants, covenants and represents to Franchisor as set forth in this Section.

(a) Ownership and Officers. All of the issued and outstanding securities of Developer are owned, legally and beneficially, by the Owners listed in the Summary Pages. The officers of Developer have been duly elected or appointed by all requisite corporate or company action on the part of Developer, and the name and title of each such officer is set forth in the Summary Pages. Developer will provide a revised copy of the Summary Pages to Franchisor if there is any change in the beneficial ownership or officers of Developer. Furthermore, Developer covenants and agrees that the persons or entities listed in the Summary Pages as "Guarantors" will guaranty the obligations of the Developer by personally executing the Developer's guaranty agreement attached hereto as Exhibit A and will be bound by the terms thereof.

(b) Authorization and Authority. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the terms and conditions hereof do not and will not with the passing of time or giving of notice (i) violate any provision of any judicial or administrative order, award, judgment or decree applicable to Developer, its Affiliates and its Owners or (ii) conflict with, result in a breach of or right to cancel or constitute a default under any material agreement or instrument to which Developer, its Affiliates and its Owners is a party, bound or subject. This Agreement constitutes a valid and binding agreement of Developer and has been

approved by all requisite corporate or company actions and is enforceable against it in accordance with its terms, and no consent of any federal, state or other authority or any other person or entity that has not been obtained is required to be obtained by Developer in connection with the consummation of the transactions contemplated by this Agreement or the operation of the Restaurant.

(c) Organization. Developer is validly incorporated or organized and duly existing under the laws of the jurisdiction in which it was formed, is duly qualified to conduct business therein, and has its principal place of business at the address set forth in the Summary Pages. Developer will promptly notify Franchisor in writing of any change thereto during the term of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been approved by all requisite company action.

15.2 Entire Agreement. This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire, full, and complete agreement between Franchisor and Developer concerning the subject matter hereof and supersede any and all prior agreements. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the express representations made in Franchisor's Franchise Disclosure Document. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

15.3 Applicable Law. This Agreement takes effect upon its acceptance and execution by Franchisor and will be interpreted and construed under the laws of the State of Arkansas which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Arkansas choice of law or conflict of law rules), except to the extent governed by the Unites States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq.); provided, however, that if the covenants in Article VIII of this Agreement would not be enforceable under the laws of Arkansas, then such covenants will be interpreted and construed under the laws of the State in which the Developer operates the Restaurants developed hereunder, or in the State where Developer is domiciled if Developer, at such time, is not operating any Restaurants. Nothing in this Article XV is intended by the parties to subject this Agreement to any franchise, business opportunity or similar law, rule, or regulation of the State of Arkansas to which this Agreement would not otherwise be subject.

15.4 Forum and Consent to Jurisdiction. Developer, its Affiliates, its Owners and its guarantors acknowledge and agree that any Action, whether state or federal, sought to be brought by any party arising out of or relating to: (i) this Agreement, any other agreement between the parties hereto, or any provision of any such agreement; (ii) the relationship created between the parties hereto, including issues relating to any decision to terminate that relationship; (iii) the validity of this Agreement or any other agreement between the parties hereto or any provision of any such agreement; or (iv) any standard, specifications or operating procedures relating to the establishment or operation of the Developer's business or any Restaurant; will be brought within the appropriate state and judicial district located in Washington County, Arkansas. The parties do hereby consent to and waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

15.5 Cumulative Rights. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each will be cumulative of any other right or remedy provided in this Agreement.

15.6 Damages Waiver. Except with respect to Developer's and each Owner's obligation to indemnify Franchisor pursuant to this Agreement and claims Franchisor brings for Developer's unauthorized use of the Marks or unauthorized use or disclosure of any Trade Secrets, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and

consequential damages against the other and agree that, in the event of an Action arising from a dispute between the parties, the parties bringing an Action will be limited to equitable relief and to recovery of any direct or general damages it sustains; provided, however that Franchisor will have the right to recover lost profits in the event of a premature termination of this Agreement.

15.7 Limitations. Except for Actions arising from Developer's nonpayment or underpayment of amounts Developer owes Franchisor pursuant to this Agreement, or Actions related to Developer's unauthorized use of the Marks, any and all Actions arising out of or relating to this Agreement or the relationship created hereby will be barred unless such Action is commenced within two years from the date on which the party asserting such Action knew or should have known of the facts giving rise to such Action.

15.8 Jury Trial Waiver. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES OR ARISING UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RIGHT OR CURE HEREUNDER.

_____ Developer's Initials

15.9 Injunctive Relief and Cost of Enforcement.

(a) Franchisor, at its option, may seek and obtain from any court of competent jurisdiction, an injunction restraining any breach or threatened breach by Developer, its Affiliates and its Owners of any restrictive covenant contained herein or otherwise agreed to by Developer, its Affiliates and its Owners without regard to the venue requirements of this Agreement and without proof of any actual damages sustained.

(b) In the event it becomes necessary for Franchisor to enforce its rights under this Agreement, including but not limited to, the collection of any sums due or the securing of an injunction against Developer, its Affiliates and its Owners, Developer or its Affiliate, as the case may be will be liable for all costs of any such enforcement, including reasonable attorneys' fees, for all services rendered by suit or otherwise.

15.10 Terrorist and Money Laundering Activities. Developer and its Owners represent and warrant to Franchisor that neither Developer, nor any Owner, nor any of their respective Affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ ofac/). Further, Developer and its Owners represent and warrant that neither they nor any Owner or Affiliate referred to above has violated, and each of them agrees not to violate, any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/ hr3162.html), U.S. Executive Order 13224 (text currently available at http://www.treas.gov/offices/ enforcement/ofac/legal/eo/13224.pdf), or any similar law. The foregoing constitute continuing representations and warranties, and Developer and its Owners will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

15.11 Force Majeure. If a Force Majeure event shall occur, Developer shall continue to be obligated to pay to Franchisor any and all amounts that it was otherwise obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Franchisor Parties shall continue to be indemnified and held harmless by Developer in accordance with this Agreement. Except as provided in the immediately preceding sentence, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type that could be an event of Force Majeure, the party affected shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of this Agreement to be affected and a plan for resuming operation under this Agreement, which the party shall promptly undertake and maintain with due diligence; provided that Franchisor shall have the right to make the final determination as to whether an event is an event of Force Majeure, and the timing and geographic scope of such event of Force Majeure. Notwithstanding the foregoing, if an event of Force Majeure that has been confirmed by Franchisor lasts for more than 365 days, Franchisor may unilaterally terminate this Agreement without penalty or compensation to either party, provided that Developer will be required to comply with all of its non-monetary post-termination obligations under this Agreement. In no case will an event of Force Majeure result in an extension of the Term.

15.12 Definitions. Capitalized words and phrases used in this Agreement have the meaning attributed to them in this Agreement, including the following meanings:

(a) "Action" means suit, proceeding, claim, demand, investigation, or inquiry, formal or informal.

(b) "Affiliate" means any business entity under common Control with another business entity by ownership or management authority and control.

(c) "Catering" means the on-site preparation and service of food products and complementary menu items at carnivals, charity functions, community festivals, business gatherings, private parties and similar temporary events that last for no more than ten consecutive days.

(d) "Chicken Restaurant" means any fast food or fast casual, limited service (either takeout, on premises consumption, or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than 50% of its menu mix; provided, however, that the term "Chicken Restaurant" will not apply to a business operated by Developer, its Affiliates and its Owners pursuant to a franchise agreement with Franchisor or its affiliates, nor to Developer's or Affiliates' direct or beneficial ownership of less than 5% of stock in any publicly traded company and not controlled by Developer, its Affiliates and its Owners.

(e) "Confidential Information" means any and all information, knowledge and know-how, whether in written, oral or electronic form, including information related, directly or indirectly, to drawings, materials, equipment, recipes, prepared mixtures or blends of spices or other food products, operations, sales, promotions, marketing, methods, procedures and techniques relating to the Slim Chickens System or the Trade Secret Products delivered by Franchisor to Developer, and any information, knowledge or know-how of any kind or nature which may be derived by analysis thereof, except information which Developer can demonstrate uses in Developer's possession prior to disclosure thereof by Franchisor or which, at the time of disclosure thereof by Franchisor to Developer, is part of the public domain, through publication or communication by someone other than Developer.

(f) “Control” means the possession, directly or indirectly, of the power to direct or cause the direction, of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

(g) “Crisis Management Event” means any event that occurs at or otherwise involves Slim Chicken Restaurant premises, or that occurs generally at a local, regional, national or even global scale, which has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, food borne illnesses or any other similar circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

(h) “Force Majeure” means strikes, lockouts, casualties, acts of God, war, epidemic or pandemic, governmental regulation or control, or other causes beyond the reasonable control of the parties.

(i) "Franchisor Parties" means Franchisor, its Affiliates and their respective officers, directors, managers, shareholders, members, agents and employees, and the predecessors and successors of all of them.

(j) “Losses and Expenses” means, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable lawyers’ fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor’s reputation and goodwill, costs of or resulting from delays, financing, costs of marketing materials and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(k) “Owner” means collectively or individually, all officers and directors of Developer and all business entities or persons holding a direct or indirect interest in Developer, this Agreement or any interest in or right under this Agreement, all or substantially all of the assets of Developer or an interest therein or in the revenues or income of Developer’s activities, as designated by Franchisor.

(l) “Special Outlet” means both (a) an express unit, a mini-Restaurant, or similar fixed installation that contains all necessary equipment to create and produce a full or limited range of Restaurant menu items, and is located in a hospital, airport, sports arena, student center or other special use facility or in the food court of an enclosed shopping mall or similar location; and (b) a kiosk, booth, mobile dispensing unit (such as a cart, food truck or customized RV) or other mobile installation at or from which pre-assembled or pre-cooked food products may be sold to customers, any of which may operate on a permanent, temporary or seasonal basis.

(m) “Summary Pages” means the pages that appear at the beginning of this Agreement that summarize certain key information concerning the parties’ relationship and the terms of this Agreement.

(n) "Trade Secret Products" means all ingredients, products, materials, supplies and other items required in the operation of a Restaurant which are or incorporate trade-secrets of Franchisor, as designated by Franchisor.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement on the dates set forth below, to be effective as of the day and year first above-written.

WITNESS:	FRANCHISOR: SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
_____	By: _____
_____	Title:_____
WITNESS:	DEVELOPER:
_____	By: _____
_____	Title:_____

EXHIBIT A TO FORM DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20__, by _____ .

In consideration of, and as an inducement to, the execution of that certain Development Agreement of even date herewith (the "Agreement") by Slim Chicken's Development Company, LLC ("Franchisor"), each of the undersigned hereby personally, unconditionally and irrevocably (1) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and any extension or renewal thereof and thereafter until all obligations of Developer to Franchisor and its successors and assigns have been satisfied, that _____ ("Developer") and Developer's heirs, successors and assigns will punctually pay all sums due Franchisor under, and perform each and every undertaking, agreement and covenant set forth, in the Agreement, and in any other development agreement between Developer and Franchisor whether now in existence or hereafter entered into; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Developer or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this guaranty will be joint and several; (2) he or she will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; and (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Developer or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims against any one or more of the undersigned, or the consent to any assignment of the Agreement or any interest in Developer, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable during the term of the Agreement and any extension or renewal thereof and thereafter until all obligations of Developer to Franchisor and its successors and assigns have been satisfied.

Until all obligations of Developer to Franchisor have been satisfied, the obligations of the undersigned under this Guaranty and Assumption of Obligations will remain in full force and effect without regard to, and will not be released, discharged or in any way modified or affected by, any circumstance or condition (whether or not the undersigned will have any knowledge or notice thereof), including, without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding, with respect to Developer or its properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding. Each of the undersigned specifically waives any rights that may be conferred under Arkansas state law or the state law any similar provision of the applicable law of any other state. The remedies provided herein will be nonexclusive and cumulative of all other rights, powers and remedies provided under the Agreement or at law or in equity.

EACH OF THE UNDERSIGNED HEREBY WAIVES AND RENOUNCES ALL RIGHTS OF REIMBURSEMENT, SUBROGATION, INDEMNITY AND EXONERATION AGAINST DEVELOPER, ALL RIGHTS OF RECOURSE TO OR WITH RESPECT TO DEVELOPER OR ANY ASSETS OR PROPERTY OF DEVELOPER AND FROM ANY OTHER PERSON OR ENTITY IN ANY WAY DIRECTLY OR CONTINGENTLY LIABLE FOR ANY OF THE INDEBTEDNESS OF DEVELOPER TO FRANCHISOR OR ITS SUCCESSORS OR ASSIGNS. THE WAIVER AND RENUNCIATION CONTAINED IN THE PRECEDING SENTENCE IS FOR THE BENEFIT OF FRANCHISOR AND ITS SUCCESSORS AND ASSIGNS AND DEVELOPER, WHO MAY ASSERT THE BENEFITS THEREOF AS A THIRD PARTY BENEFICIARY, AND ANY OF THE UNDERSIGNED MAY BE RELEASED FROM SUCH WAIVER AND RENUNCIATION ONLY BY THE EXECUTION AND DELIVERY BY FRANCHISOR AND ITS SUCCESSORS AND ASSIGNS AND DEVELOPER OR AN INSTRUMENT EXPRESSLY RELEASING SUCH PERSON THEREFROM.

No delay or failure of Franchisor or its successors and assigns in the exercise of any right, power or remedy will operate as a waiver thereof, and no partial exercise by Franchisor and its successor or assigns will preclude any further exercise thereof or the exercise of any other right, power or remedy.

This Guaranty and Assumption of Obligations will be governed by and construed in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature as of the date set forth above.

GUARANTOR	DATE SIGNED	PERCENTAGE OF OWNERSHIP IN DEVELOPER
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		

EXHIBIT B TO FORM DEVELOPMENT AGREEMENT
STATE SPECIFIC ADDENDA TO DEVELOPMENT AGREEMENT (as applicable)

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF CALIFORNIA

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Financial Protection and Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning termination of the Development Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Development Agreement upon certain bankruptcy-related events. To the extent the Development Agreement contains a provision that is inconsistent with these laws, these laws will control.

b. If Developer is required in the Development Agreement to execute a release of claims, such release will exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

c. If the Development Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

d. If the Development Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Development Agreement, the covenant may be unenforceable under California law.

e. If the Development Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

f. If the Development Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994) (the "Act"). To the extent that this Agreement contains provisions that are inconsistent with the following, those provisions are amended as follows:

a. Sections 705/19 and 705/20 of the Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Development Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgments of fact contained in the Development Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, are unenforceable with respect to claims under the Act.

c. Any provision that designates jurisdiction or venue or requires Developer to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with Illinois law, Illinois law will control.

e. To the extent that the Act prohibits the disclaimer of representations contained in Franchisor's Franchise Disclosure Document, the Development Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

f. Section 41 of the Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law will control.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to

comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. Sections 14-201 - 14-233 (1998 Repl. Vol. & Supp. 2002). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

b. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

c. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement will not be interpreted to limit any rights Developer may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

d. If Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release will exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments will be void with respect to claims under the Law.

e. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. Such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

DEVELOPMENT AGREEMENT
FOR THE STATE OF MINNESOTA

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Development Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that Developer's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Developer's use of the Proprietary Marks except in accordance with the requirements of the Development Agreement, and, as a condition to indemnification, Developer must provide notice to Franchisor of any such claim within 10 days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Development Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Development Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that Developer be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that Developer be given sufficient opportunity to operate the franchise in order to enable Developer the opportunity to recover the fair market value of the franchise as a going concern. If the Development Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Development Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that Developer be given 90 days' notice of termination (with 60 days to cure). If the Development Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Development Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. If the Development Agreement and/or the Franchise Disclosure Document requires Developer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Development Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Development Agreement and/or the Franchise Disclosure Document requires Developer to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Development Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Development Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

2. Each provision of this Agreement and/or the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF NEW YORK

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Developer is required in the Development Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release will exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Development Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision will not be considered to waive any rights conferred upon Developer under the New York General Business Law, Article 33, Sections 680 through 695.

c. Notwithstanding any rights you may have in the Development Agreement permitting You to terminate the Development Agreement, You may also have additional rights to terminate the Development Agreement on any grounds available by law.

d. With respect to any transfer or assignment by Franchisor, no assignment will be made except to an assignee who, in good faith and judgment of Franchisor, is willing and financially able to assume Franchisor's obligations under the Development Agreement.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the New York law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Development Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate North Dakota Law, or a rule or order under North Dakota Law, such release shall exclude claims arising under North Dakota Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Development Agreement are enforceable only under certain conditions according to North Dakota Law. If the Development Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Development Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.

d. If the Development Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law shall control.

e. If the Development Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under North Dakota Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.

f. Section 5.4 of the Development Agreement entitled "Payment of Expenses" is deleted in its entirety.

g. Section 6 of the Development Agreement is amended to reflect that all liquidated damages provisions in the Development Agreement (if any) are deleted in their entirety.

h. Section 15.6 of the Franchise Agreement entitled "Damages Waiver" is deleted in its entirety.

i. Section 15.8 of the Development Agreement entitled "Jury Trial Waiver" is deleted in its entirety.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of North Dakota Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DEVELOPMENT AGREEMENT
FOR THE STATE OF WASHINGTON

The Slim Chicken's Development Company, LLC Development Agreement between _____ ("Developer" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Development Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Development Agreement (the "Amendment"):

WASHINGTON LAW MODIFICATIONS

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such a s right to a jury trial may not be enforceable.

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

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

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. Notwithstanding anything to the contrary in the Development Agreement, Franchisor will limit

the securities offering fee to the Franchisor's reasonable costs and expenses in reviewing the Developer's security offering.

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on _____, _____.

FRANCHISOR	**DEVELOPER**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

EXHIBIT C

SLIM CHICKENS FORM FRANCHISE AGREEMENT

SLIM CHICKENS

FRANCHISE AGREEMENT

BETWEEN

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

AND

_____

Unit No.:_____

Date:_____

SUMMARY PAGES

Effective Date: _____

Term: 10 years from the Effective Date, subject to earlier termination in accordance with this Agreement

Franchisee: _____

Franchisee Corporate Address: _____

_____

Phone Number: _____ Email Address: _____

Controlling Owner: _____

Supervisor: _____

Target Area (if applicable): _____

Approved Location: _____

_____

Designated Area: _____

Required Opening Date: _____

Initial Franchise Fee: $15,000 if this Agreement is signed pursuant to a Development Agreement; $30,000 if this Agreement is not signed pursuant to a Development Agreement, as determined by Franchisor.

Transfer Fee: $5,000 plus an amount to cover Franchisor's actual out-of-pocket costs associated with reviewing and documenting the transfer

Royalty Fee: 5% of Gross Sales

Grand Opening Ad Expenditure: $10,000

Advertising Fund Contribution: 2% of Gross Sales

Local Ad Expenditure: 1% of Gross Sales

Local Advertising Cooperative Contribution: 1% of Gross Sales

Technology Fee: An amount Franchisor sets for each calendar year based on its then current costs; currently $0 per week per Restaurant.

Non-Compliance Fees: $250 for the first deviation from a contractual requirement under this Agreement, $500 for the second deviation from a contractual requirement under this Agreement and $1,000 for the third and each subsequent deviation from a contractual requirement under this Agreement.

Addresses for Notices:

Franchisor:

Slim Chicken's Development Company, LLC
1088 E Millsap Road
Fayetteville, Arkansas 72703, U.S.A.
Fax: 479-695-1673
Email: sam@slimchickens.com

Franchisee: Mailing address for Franchisee Corporate Office shown above.

Insurance Requirements*:

Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to the employees of Franchisee who are engaged in the performance of their duties relating to the Restaurant, including any pre-opening training programs, as well as such other insurance as may be required by statute or regulation of the state in which the Restaurant is located;

Employer's Liability Insurance, for employee bodily injuries and deaths, with a minimum limit of One Million Dollars ($1,000,000.00) for each accident;

Comprehensive or Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual and Broad form Property Damage liability coverages, with a combined single limit of at least Two Million Dollars ($2,000,000.00);

Umbrella Liability Insurance with a minimum coverage of Three Million Dollars ($3,000,000.00);

Comprehensive Automobile Liability Insurance, if applicable, covering owned, non-owned and hired vehicles, with a combined single limit of at least One Million Dollars ($1,000,000.00);

All Risk Property Insurance, including business interruption, on a replacement cost basis, with limits as appropriate, covering the real property of Franchisee and any real property which the Franchisee may be obligated to insure by contract. Such real property will include building, machinery, equipment, furniture, fixtures and inventory; and

Employment Practices Liability Insurance with a limit of at least One Million Dollars ($1,000,000.00) per occurrence.

**We may adjust the minimum limits of liability and other required insurance provisions at any time.*

Ownership and Officers of Franchisee:

Name of Holder	Number of Securities (if any)	% Ownership of Franchisee	Title

The following persons are the duly qualified and elected officers of Franchisee and hold the position set forth opposite such person's name:

Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____

GUARANTORS

The following persons are required to execute the Guaranty and Assumption of Obligations attached to the Franchise Agreement as Exhibit E:

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

Disclosure Law Compliance:

Delivery Date of Franchise Disclosure Document: _____, 202_.

Delivery Date of completed Franchise Agreement: _____, 202_.

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

SLIM CHICKENS

FRANCHISE AGREEMENT

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SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made as of the Effective Date between the Franchisor and Franchisee set forth in the Summary Pages.

WITNESSETH:

WHEREAS, Franchisor has licensed a unique system (the "Slim Chickens System") for the establishment, development, opening and operation of a fast casual limited service restaurant featuring fresh chicken in numerous forms, meals, wraps, sandwiches and salads, highlighted by Slim Chickens famous tenders and wings and homemade signature sauces utilizing the name "Slim Chickens" (such brand, "Slim Chickens"); and

WHEREAS, the distinguishing characteristics of the Slim Chickens System include the names "SLIM CHICKEN'S" and "SLIM CHICKENS," specially designed buildings, distinctive interior and exterior layouts, decor, color schemes, and furnishings, confidential food formulae and recipes used in the preparation of food products and, particularly, a unique seasoning and batter formula for preparing Slim Chickens chicken, specialized menus, standards and specifications for equipment, equipment layouts, products, operating procedures, and management programs, all of which may be changed, improved, and further developed by Franchisor from time to time; and

WHEREAS, Franchisor identifies the Slim Chickens System by means of certain trade names, trade dress, service marks, trademarks, graphics, logos, emblems and other indicia of origin, including the marks "SLIM CHICKEN'S FAMOUS TENDERS & WINGS," "SLIM CHICKEN'S" and "SLIM CHICKENS," and such other trade names, service marks, trademarks and trade dress as are now, or may hereafter, be designated by Franchisor in the Brand Standards Manual or in writing for use in connection with the Slim Chickens System (collectively, the "Marks"); and

WHEREAS, Franchisor, either independently or through its affiliates, continues to use, exploit and control the use of the Marks in order to identify for the public the source of services and products marketed thereunder in the Slim Chickens System and to represent the Slim Chickens System's high standards of quality, appearance and service; and

WHEREAS, Franchisee wishes to be assisted, trained and licensed by Franchisor as a Slim Chickens franchisee and licensed to use, in connection therewith, the Slim Chickens System; and

WHEREAS, Franchisee understands the importance of the Slim Chickens System and its high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating Slim Chickens restaurants in specific conformity with the Slim Chickens System; and

WHEREAS, Franchisor is, in entering this Agreement, relying upon the business skill, financial capacity and character of Franchisee and its owners and the guarantee of certain guarantors in connection herewith in the form set forth on Exhibit E attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

I. APPOINTMENT.

1.1 Grant of Franchise.

(a) Subject to the terms and conditions of this Agreement, Franchisor grants Franchisee a franchise to operate one Restaurant at the Approved Location shown in the Summary Pages. The franchise includes the following rights and licenses:

(i) Authorization to operate the Restaurant under the Marks and in accordance with the Slim Chickens System;

(ii) Authorization to provide Catering Service in the Designated Area; and

(iii) Authorization to advertise and promote the Restaurant using the Marks in accordance with the Standards and Franchisor's instructions.

Franchisee will acquire no rights or authority under this Agreement or as an element of the franchise:

(i) To sell any product or service to any wholesale customer;

(ii) To operate a Special Outlet;

(iii) To sell any product or service from catalogues or an Internet website.

(b) Franchisee's use of any of the Marks or any element of the Slim Chickens System in the operation of a business at any other address or in any other channel of distribution without Franchisor's express prior written authorization will constitute willful infringement of Franchisor's rights in the Marks and the Slim Chickens System.

(c) Franchisee's right to operate Restaurant and to use the Marks or any element of the Slim Chickens System for the operation of the Restaurant is contingent upon Franchisee's full compliance with all federal, state and local laws, rules and regulations (including but not limited to any "dram shop" law or similar act), and Franchisee's timely procurement and maintenance of any and all permits, certificates or licenses necessary for the full and proper conduct of the Restaurant including, without limitation, licenses to do business, trade name registrations and sales tax permits.

1.2 Designated Area; Reserved Rights.

(a) If Franchisee, its Affiliates and its Owners are in full compliance with this Agreement and all other agreements between Franchisee, its Affiliates and its Owners and Franchisor, Franchisor will not operate or authorize anyone except Franchisee to commence operation of a Restaurant from a physical location in the Designated Area. Notwithstanding the foregoing, Franchisor and its Affiliates (and their respective successors and assigns, by purchase, merger, consolidation or otherwise) reserve all rights that this Agreement does not expressly grant to or confer upon Franchisee, including, without limitation:

(i) The right to establish and operate and license others to establish and operate Special Outlets in the Designated Area, regardless of proximity to or competitive impact upon the Restaurant;

(ii) The right to establish, operate and license others to establish and operate Restaurants, Special Outlets or other establishments located anywhere outside the Designated Area's physical boundaries, regardless of proximity to or competitive impact upon the Restaurant and regardless of whether these establishments market their products and services in, or draw customers from, the Designated Area;

(iii) The right to distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise, whether or not identified by or associated with the Marks, to or through any commercial establishments that are not affiliated with Franchisor or associated with the Slim Chickens System, including (for example) department stores, supermarkets and convenience stores, both inside and outside the Designated Area, regardless of proximity to or competitive impact upon the Restaurant;

(iv) The right to distribute private label products, pre-packaged food products, memorabilia, and other products and merchandise whether or not identified by or associated with the Marks, to all Persons whether inside or outside the Designated Area through catalogues, telemarketing campaigns, an Internet website and other direct-order techniques. Franchisor and its Affiliates may distribute catalogues and similar sales solicitation materials in the Designated Area, broadcast television and radio commercials for direct-order merchandise into the Designated Area, initiate telephone contact with and accept telephone orders from residents of the Designated Area, and fill orders for direct-order merchandise in the Designated Area, regardless of proximity to or competitive impact upon the Restaurant;

(v) The right to operate, and grant to others the right to operate, retail food establishments (including restaurants) identified by trade names, trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as Franchisor deems appropriate, both inside and outside the Designated Area and regardless of proximity to or competitive impact upon the Restaurant;

(vi) The right to advertise and promote sales of any products and/or services (including those offered by Restaurants) both inside and outside the Designated Area and advertise and promote franchises for Slim Chickens Restaurants, regardless of proximity to or competitive impact upon the Restaurant; and

(vii) The right to acquire or be acquired by (regardless of the form of the transaction) a business which operates or licenses others to operate restaurant premises within the Designated Area, and Franchisor or its successors or assigns will have the right to operate and license other to operate such restaurants under the trademarks or service marks of such other business at, from and/or physically contiguous to such restaurant premises within the Designated Area regardless of proximity to or competitive impact upon the Restaurant.

(b) Franchisee acknowledges and agrees that Franchisor has no express obligation or implied duty to insulate or protect Franchisee's revenues from erosion as the result of the Restaurant's competing with other restaurant foodservice businesses or with Special Outlets in the ways and to the extent this Section provides or contemplates. Franchisee expressly waives and relinquishes any right to assert any claim against Franchisor based on the existence, actual or arguable, of any such obligation or duty.

(c) Franchisee acknowledges and agrees that no individual, including the Owners and employees of the Restaurant, has, and no provision of this Agreement confers, any personal right to use the Marks at or from any location (whether within or outside of the Designated Area) for any purpose. Franchisee agrees to immediately notify Franchisor if Franchisee becomes aware of such use of the Marks. Franchisee will take all reasonable actions required by Franchisor to eliminate such use of the Marks and will reimburse Franchisor for any expense incurred by Franchisor as a result of such use of the Marks.

1.3 Approved Location.

(a) Generally. If the Approved Location of the Restaurant has not yet been determined as of the date of this Agreement, then the Restaurant will be located at a location approved by Franchisor within the Target Area set forth in the Summary Pages. Franchisee acknowledges and understands that the Target Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. At such time as the address for the Approved Location of the Restaurant has been determined and approved in accordance with this Agreement, the address of the Approved Location will be inserted into the Summary Pages along with the geographic area constituting the Designated Area. Franchisee will not relocate the Restaurant without the prior written consent of Franchisor.

(b) Site Proposals. In order to obtain Franchisor approval of the Approved Location, Franchisee will submit in writing a proposed site together with such site information as required by Franchisor to evaluate the proposed site, which will include a detailed site model analysis of the proposed site provided by a real estate professional. Franchisor will promptly, but not more than 14 days after receipt of Franchisee's proposal, send to Franchisee written notice of acceptance or non-acceptance of the site, or the conditions upon which Franchisor would accept the site. Upon Franchisor's written acceptance of a proposed site, Franchisee will execute a Site Acceptance Form substantially as set forth in Exhibit A accepting the site and releasing Franchisor from any claims over Franchisor's site approval and evaluation services. Franchisor makes no guarantees concerning the success of the Restaurant located on any site to which Franchisor consents or grants its approval.

1.4 Site Acquisition. Within 90 days after the designation of the Approved Location, Franchisee will:

(a) Submit to Franchisor satisfactory proof to Franchisor that Franchisee:

i Owns the Approved Location; or

ii Has leased the Approved Location for a term which, with renewal options, is not less than the Term of the Franchise Agreement; or

iii Has entered into a written agreement to purchase or to lease the Approved Location on terms provided herein, subject only to obtaining necessary governmental permits; and

iv If Franchisee leases the accepted site, the lease must provide:

(A) That, in the event Franchisee defaults under this Agreement or otherwise ceases operating the Restaurant at the Approved Location during the term of the lease, Franchisor will have the right, at its option, to assume Franchisee's position under the lease;

(B) That, in the event Franchisee defaults under the lease, notice of the default will immediately be forwarded to Franchisor; and

(C) That Franchisor will have the right, upon default under the lease or other cessation of operation at the Approved Location, at its option, to assume Franchisee's position under the lease or to make the modifications and alterations to the Restaurant set forth in Section 17.1 of the Franchise Agreement. The proof required by this Section includes submission of executed copies of all leases and deeds within 5 days of execution, as well as all governmental approvals if effectiveness of the leases or deeds is conditioned thereon, and Franchisee's lease must include the Addendum to Lease attached to this Agreement as Exhibit B; and

(b) Submit to Franchisor, and obtain Franchisor's written approval of, the final and complete specifications and design-to-build, architectural, mechanical and engineering plans for the construction or renovation and decoration of the Restaurant, which must conform with Franchisor's current approved standards and specifications pertaining to equipment, inventory, signage, furniture, fixtures, accessory features and design and layout of the building, as set out in the Brand Standards Manual or as otherwise required by Franchisor in writing. Franchisor has the right to require Franchisee to use an architectural firm approved and designated by Franchisor for the revision of such plans. In addition, any change to any such plans or any future replacement, reconstruction, addition or modification in the building, interior or exterior decor or image, equipment or signage of the Restaurant must be made in accordance with specifications that have received Franchisor's prior written consent.

1.5 Opening. Franchisee will be prepared to open and continuously operate the Restaurant no later than 12 months from the date of this Agreement, signified by the Required Opening Date in the Summary Pages, but may not open and operate the Restaurant until Franchisee has fully complied with the following conditions:

(a) All of the obligations pursuant to the other provisions of this Agreement will have been fulfilled;

(b) Franchisee has satisfactorily completed the Training Program described in Sections 8.1 and 8.2 of this Agreement;

(c) Franchisee has furnished Franchisor with evidence satisfactory to Franchisor that all required building, utility, sign, health, sanitation, safety, environmental, business and other permits and licenses have been obtained from any applicable governmental authority, including any certificate of occupancy, lien waiver from general and/or subcontractors, and approval necessary to operate the Restaurant;

(d) Franchisor will have been furnished with evidence of insurance coverage and payment of premiums as Franchisor may request or as otherwise required by this Agreement;

(e) Franchisee has paid in full all amounts due to Franchisor; and

(f) Franchisee has notified Franchisor in writing of the proposed opening and received Franchisor's written approval thereof at least 30 days prior to such opening.

1.6 Additional Time. If Franchisee is unable to commence operation of the Restaurant due to circumstances beyond Franchisee's reasonable control, then Franchisee may be entitled to such additional time as Franchisor may allow in its sole and absolute discretion.

1.7 Destruction of Approved Location. Franchisee may operate the Restaurant only at the Approved Location. If the lease for the site of the Approved Location expires or terminates without fault of Franchisee or is otherwise rendered unusable or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may, in its sole discretion, grant permission to relocate the Restaurant to a site acceptable to Franchisor, which consent will not be unreasonably withheld. Any such relocation will be at Franchisee's sole expense, and Franchisor will have the right to charge Franchisee for any costs incurred by Franchisor including, but not limited to, legal and accounting fees incurred in providing assistance to Franchisee, and a relocation fee of $5,000.00. Notwithstanding the foregoing, Franchisor is under no obligation to provide relocation assistance should Franchisor grant permission for relocation of the Restaurant in accordance with the terms of this Section.

1.8 Repairs and Maintenance. Franchisee agrees to maintain its Restaurant in accordance with Franchisor's standards and specifications as set forth in the Brand Standards Manual. Franchisee will, at its expense, repair, maintain, paint and keep the Restaurant in an attractive, clean and sanitary condition necessary to maintain uniformity with Franchisor's standards and specifications as set forth in the Brand Standards Manual.

II. TERM.

2.1 Initial Term. The initial term of this Franchise Agreement (the "Term") will expire on the 10th anniversary of the date of commencement of operation of the Restaurant. For all purposes under this Agreement, the date of commencement of operation of the Restaurant will be the date verified in writing by Franchisor and delivered to Franchisee in a form substantially similar to the "Notice" attached hereto as Exhibit C. Franchisee agrees and will be obligated to operate the Restaurant and perform its obligations hereunder for the entire Term.

2.2 Renewal. Franchisee may, at its option, renew the Franchise for one additional period of 10 years, provided that, at the time of renewal:

(a) Franchisee gives Franchisor written notice of such election to renew not less than 6 months nor more than 12 months prior to the end of the Term;

(b) Franchisee executes Franchisor's then-current standard form franchise agreement (a "New Agreement"), which may include materially different terms including, without limitation, a higher royalty fee and a higher advertising contribution, if any, than that contained in this Agreement, the term of which will be 10 years;

(c) Franchisee executes a general release of all claims existing as of the date of such New Agreement in a form prescribed by Franchisor of any and all claims against Franchisor and its affiliates and their respective officers, directors, agents and employees;

(d) Neither Franchisee nor its Affiliates and its Owners are in default of any provision of this Agreement, or any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor, or any affiliate, and Franchisee, its Affiliates and its Owners will have fully and faithfully performed all of their respective obligations under any such agreements throughout the Term;

(e) Neither Franchisee nor its Affiliates and its Owners have committed any act that adversely impairs any of the Marks or the Slim Chickens System;

(f) Franchisee, its Affiliates and its Owners will have paid or otherwise satisfied all monetary obligations owed by Franchisee, its Affiliates and its Owners to Franchisor and its affiliates and repaid any indebtedness of Franchisee, its Affiliates and its Owners which is guaranteed by Franchisor, and Franchisee, its Affiliates and its Owners will have timely paid or otherwise satisfied such obligations throughout the Term;

(g) Franchisee has agreed, at its sole cost and expense, to reimage, renovate, refurbish and modernize the Restaurant, within the time frame required by Franchisor, including building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and products and materials to meet Franchisor's then-current standards, specifications and design criteria for Slim Chickens restaurants, as contained in the New Agreement, Franchisor's Confidential Brand Standards Manual (together with any other manuals created or approved for use in the operation of the Restaurant, and all amendments and updates thereto, the "Brand Standards Manual"), or otherwise in writing, including such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so; and

(h) Franchisee has paid to Franchisor a renewal fee equal to 25% of Franchisor's standard initial franchise fee in effect at the date of renewal.

2.3 Failure to Renew. Franchisee's failure or refusal to comply with any of the conditions to renew the franchise will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise. The relationship between Franchisor and Franchisee during the successive periods will be governed by the provisions of Franchisor's then current form of renewal franchise agreement, including those pertaining to royalty fees, advertising fees and expenditures, competitive protection and Standards. Whether or not Franchisee actually signs a then current form of renewal franchise agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past the Term's expiration date. If Franchisee does not qualify to renew the franchise, or elects not to do so, immediately after expiration of the Term, Franchisee must comply with the post-termination requirements of this Agreement, and Franchisor will have the rights and remedies provided in this Agreement.

III. FEES.

3.1 Franchise and Royalty Fees. In consideration of the franchise granted to Franchisee herein, Franchisee will pay to Franchisor the following:

(a) An initial franchise fee in the amount set forth in the Summary Pages (the "Initial Franchise Fee") payable upon execution of this Agreement by Franchisee. Franchisee acknowledges and agrees that the grant of the franchise and the agreements of Franchisor herein constitute the sole and only consideration for the Initial Franchise Fee, and Franchisor's receipt of the Initial Franchise Fee is a condition precedent to the grant of the franchise and opening of the Restaurant. Franchisee agrees and acknowledges that the Initial Franchise Fee will have been fully earned upon payment and that such fee will not be refunded, in whole or in part, upon expiration or termination of this Agreement, or at any time prior thereto, for any reason; and

(b) A recurring, non-refundable royalty fee during the Term in the amount set forth in the Summary Pages (the "Royalty Fee"), payable weekly (or on such other basis as may be set forth in the Brand Standards Manual or otherwise agreed to in writing by Franchisor) on the Gross Sales of the preceding week.

3.2 Advertising Fees. As more specifically provided in Article XIV, and in addition to the payments provided for in Section 3.1, Franchisee, recognizing the value of advertising and the importance of the standardization of advertising and promotion to the goodwill and public image of the Slim Chickens System, will pay:

(a) To the Slim Chickens Advertising Fund (the "Advertising Fund"), at the same time and in the same manner set forth in Section 3.1(b) (or as otherwise may be set forth in the Brand Standards Manual), a recurring, non-refundable weekly advertising fund contribution in the amount set forth in the Summary Pages (the "Advertising Fund Contribution") based on the Gross Sales for the preceding week. The Advertising Fund Contribution will be expended for national, regional or local advertising and promotional materials and market research for the Slim Chickens System, under the terms and conditions set forth in Article XIV; and

(b) To an advertising cooperative formed by Franchisor pursuant to Section 14.4, if any, located in the Market Area of the Restaurant, a recurring, non-refundable weekly Local Advertising Cooperative Contribution in the amount set forth in the Summary Pages (the "Local Advertising Cooperative Contribution") based on the Gross Sales for the preceding week; provided, however, that, in the absence of such an advertising cooperative, Franchisee will spend such amount on local advertising and promotion pursuant to Section 14.5.

3.3 Other Fees.

(a) Additional Opening Assistance. Should Franchisee request assistance from Franchisor, in addition to the assistance described in Section 8.7, in order to facilitate the opening of the Restaurant, and should Franchisor deem it necessary and appropriate to comply with the request, Franchisee will pay Franchisor for any out of pocket expense including but not limited to all travel expenses, room and board and other compensation and expenses reasonably incurred by such representatives.

(b) Ongoing Assistance. Should Franchisee request assistance in excess of the basic advisory assistance described in Section 9.1, and should Franchisor deem it necessary and appropriate to comply with the request, Franchisee may be asked to reimburse Franchisor for employee's wages, travel, lodging and meal costs.

(c) Relocation. If Franchisee is given permission by Franchisor to move the Restaurant from the Approved Location in accordance with this Agreement, Franchisee will pay to Franchisor a fee of $5,000.00 within 10 days of Franchisor granting permission.

(d) Transfer. If Franchisee is able to make a transfer described in Section 15.2, Franchisee will pay to Franchisor a fee of $5,000.00.

(e) Late Payments. If any monetary obligations owed by Franchisee to Franchisor or its affiliates (including the Advertising Fund or an advertising cooperative) are more than 7 days overdue, Franchisee will, in addition to such obligations, pay to Franchisor monthly payments of interest in an amount equal to the lesser of 1.5% of the overdue balance or the highest rate of interest permitted by law, from the date such payment is due.

(f) Franchisee Offering. If Franchisee will engage in a securities offering, as described in Section 15.7, Franchisee will pay to Franchisor for each such offering a non-refundable fee of $5,000.00 plus all of Franchisor's costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees.

(g) Renewal Fee. Upon the renewal of the Term of this Agreement, Franchisee will pay to Franchisor a renewal fee equal to 25% of Franchisor's standard initial franchise fee in effect at the date of renewal.

(h) Insurance. If Franchisor procures insurance for Franchisee as a result of Franchisee's failure to comply with the insurance requirements herein, Franchisee will pay Franchisor, upon demand, the cost thereof plus interest at the maximum rate permitted by law and a reasonable administrative fee designated by Franchisor.

(i) Management Fee. If Franchisor assumes operational management of the Restaurant as permitted hereunder, Franchisor will derive all operating income from the date Franchisor takes over the location.

(j) Training. If Franchisor provides initial training described in Sections 8.1 and 8.2 to more than Franchisee or its Supervisor, and 2 management employees (up to 4 for the first location)

(k) Technology Fee. Franchisee agrees to pay to Franchisor or its designee the recurring, non-refundable Technology Fee described in the Summary Pages each week during the term.

3.4 Taxes. Franchisee will pay to Franchisor an amount equal to any sales, Gross Sales, excise tax or similar tax that should be imposed on Franchisee as the owner and operator of the Restaurant, but is imposed on Franchisor as a result of the operation of the Restaurant, unless the tax is an income tax (or its equivalent) payable by Franchisor on fees paid to Franchisor hereunder. In no circumstances will Franchisee have any obligation hereunder for any tax assessed which is based upon the net income of Franchisor.

3.5 Gross Sales Defined. For the purposes of this Agreement, the term "Gross Sales" means all revenues generated by Franchisee's business conducted upon, from or with respect to the Restaurant, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Sales will include monies or credit received from the sale of food, beverages of all kinds and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, including such off-premises services as catering and delivery. Gross Sales will not include the sale of food or merchandise for which refunds have been made in good faith to customers, or taxes imposed by a governmental authority directly on sales and collected from customers (such as sales, meals, use or excise taxes); provided that the amount for such tax is added to the selling price or absorbed therein, and is actually paid by Franchisee to such governmental authority.

3.6 Application of Franchisee Payments. All payments by Franchisee pursuant to this Article III will be applied in such order and to such obligations of Franchisee as Franchisor in its sole discretion may designate from time to time. Franchisee agrees that it may not designate an order of application of any payments different from that designated by Franchisor and expressly acknowledges and agrees that Franchisor may accept payments made pursuant to different instructions from Franchisee without any obligation to follow such instructions, even if such a payment is made by its terms conditional on such instructions being followed. This subparagraph may be waived only by written agreement signed by Franchisor, which written agreement must be separate from the check or other document constituting payment.

3.7 Bank Draft Procedures. Upon execution of this Franchise Agreement, Franchisee will execute the form attached as Exhibit D or such other forms as may be required and complete the reasonable procedures of Franchisor to establish a bank draft arrangement whereby Franchisor will be able to present a draft request to the bank or other financial institution used by the Franchisee for the Royalty Fees and Advertising Fund Contribution as well as any other payment due to Franchisor by Franchisee under this Agreement or any other agreement between Franchisor and Franchisee or any other Affiliate. Franchisee agrees to deposit and maintain sufficient funds in its account for bank drafts for Royalty Fees, Advertising Fund Contribution and other reasonably recurring payments to be honored by its bank or other financial institution and agrees to advise Franchisor at least 20 days in advance of any change in its bank, financial institution or account. Franchisee will be responsible for and bear the cost of any returned, stop payment or insufficient funds fees or any similar or related fees charged by Franchisee's or Franchisor's financial institutions or any electronic funds transfer network or ACH. "Bank draft" as used herein will include any type of electronic funds transfer or wire transfer process.

IV. ACCOUNTING AND RECORDS.

4.1 Accurate Books and Records. During the Term, Franchisee will maintain and preserve, for at least 3 years from the dates of their preparation, full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and the manner prescribed by Franchisor in the Brand Standards Manual or otherwise in writing. These records will include any point of sale electronic files, meals, sales and other tax returns, duplicate deposit slips and other evidence of Gross Sales and all other business transactions.

4.2 Royalty Reports. Franchisee will submit to Franchisor, no later than the date each weekly Royalty Fee payment is due during the Term, a report on forms prescribed by Franchisor, accurately reflecting all Gross Sales during the preceding week and such other forms, reports, records, financial statements or information as Franchisor may require in the Brand Standards Manual or otherwise in writing. Even if Franchisor requires Franchisee to implement an electronic cash register system that transmits Franchisee's Gross Sales to Franchisor on a periodic basis, Franchisor may still require Franchisee to submit written reports.

4.3 Quarterly Statement. Franchisee will, at its expense, submit to Franchisor quarterly, within 30 days following the end of each calendar or fiscal quarter during the Term, an unaudited financial statement with such detail and in such format as Franchisor may require (a "Quarterly Statement") together with a certificate executed by an authorized officer of Franchisee stating that such financial statement is true and accurate. Upon Franchisor's request, Franchisee will submit to Franchisor, with each Quarterly Statement, copies of any state or local sales tax returns filed by Franchisee for the period included in the Quarterly Statement.

4.4 Annual Financial Statements. Franchisee will, at its expense, submit to Franchisor within 90 days following the end of each calendar or fiscal year, as applicable, during the Term, a financial statement for the preceding calendar or fiscal year with such detail and in such format as Franchisor may require, together with a certificate executed by Franchisee certifying that such financial statement is true and accurate (the "Annual Financial Statements") and such other information in such form as Franchisor may reasonably require. The Annual Financial Statement will include a profit and loss statement for the Restaurant, and will be prepared in accordance with generally accepted accounting principles. Such Annual Financial Statement will be reviewed and prepared by an independent certified public accountant. Notwithstanding, at Franchisee's election subject to Franchisor's consent, Franchisee may substitute the providing of its federal tax returns in place of the providing of Annual Financial Statements reviewed and prepared by a Certified Public Accountant.

4.5 Other Reports. Franchisee will also submit to Franchisor, for review or auditing, such other forms, financial statements, reports, records, information and data as Franchisor may request, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time-to-time in the Brand Standards Manual or otherwise in writing. If Franchisee has combined or consolidated financial information relating to the Restaurant with that of any other business or businesses, including a business licensed by Franchisor, Franchisee will simultaneously submit to Franchisor, for review or auditing, the forms, reports, records and financial statements (including, but not limited to the Quarterly Statements and Annual Financial Statements) which contain the detailed financial information relating to the Restaurant, separate and apart from the financial information of such other businesses. Franchisee hereby authorizes all of its suppliers and distributors to release to Franchisor, upon Franchisor's request, any and all of its books, records, accounts or other information relating to goods, products and supplies sold to Franchisee or the Restaurant.

4.6 Equipment. Franchisee will record all sales on cash registers or other point-of-sale equipment specified in the Brand Standards Manual or otherwise approved in writing by Franchisor (the "POS Equipment"). Franchisee agrees that Franchisor will have the right to retrieve any data and information from Franchisee's POS Equipment as Franchisor, in its sole discretion, deems appropriate, with the telephonic cost of the retrieval to be borne by Franchisor, including electronically polling the daily sales, menu mix and other data of the Restaurant; provided, however, Franchisor will take commercially reasonable precautions to preserve and protect Franchisee's security and privacy rights in connection with such retrieval.

4.7 Franchisor's Right of Audit. Franchisor or its designated agents or auditors will have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at Franchisor's expense, the books, records, accounts and tax returns of Franchisee (including any information delivered to Franchisor pursuant to this Article IV) related to the Restaurant. If any such audit, review or examination reveals that Gross Sales have been understated in any report to Franchisor, Franchisee will immediately pay to Franchisor the Royalty Fee and the Advertising Fund Contribution due with respect to the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of 1.5% per month. If any such understatement exceeds 2% of Gross Sales as set forth in the report, Franchisee will, in addition, upon demand, reimburse Franchisor for any and all costs and expenses connected with such audit, review or examination (including reasonable accounting and attorneys' fees and expenses and court costs). The foregoing remedies will be in addition to any other rights and remedies Franchisor may have at law or in equity.

V. PROPRIETARY MARKS.

5.1 Non-Exclusive Licenses. It is understood and agreed that the non-exclusive, limited license granted herein to use Marks applies only to use in connection with the operation of the Restaurant at the Approved Location, and includes only such Marks as are now designated or which may hereafter be designated in the Brand Standards Manual or otherwise in writing by Franchisor as a part of the Slim Chickens System (which might or might not be all of the Marks pertaining to the Slim Chickens System owned by Franchisor or its affiliates), and does not include any other mark, name or indicia of origin of Franchisor or its affiliates now existing or which may hereafter be adopted or acquired by Franchisor or any of its affiliates.

5.2 Limitation on Usage. With respect to Franchisee's use of the Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

(a) Franchisee will not use the Marks or any variation or derivation thereof as part of Franchisee's corporate or business name;

(b) Franchisee will not hold out or otherwise use the Marks to perform any activity or incur any obligation or indebtedness in such manner as might, in any way, make Franchisor liable therefor;

(c) Franchisee will execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel, in their sole discretion, to obtain protection for the Marks or to maintain the continued validity of such Marks; and

(d) Franchisor reserves the right to substitute different Marks for use in identifying the Slim Chickens System and the Restaurant, and Franchisee agrees to immediately substitute at its cost and expense any such Marks upon receipt of written notice from Franchisor.

5.3 Franchisor's Rights. Franchisee acknowledges that Franchisor licenses all right, title and interest together with all the goodwill of the Marks, including the "Slim Chicken's" mark, the "Slim Chickens" mark, and all other Marks associated therewith, and Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time during the Term of the Franchise. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks will inure to the exclusive benefit of Franchisor and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee. Franchisee will not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of the Marks. All provisions of this Agreement applicable to the Marks apply to any and all additional trademarks, service marks, and commercial symbols authorized for use by, and licensed to, Franchisee by Franchisor after the date of this Agreement.

5.4 Limitation on Use. Franchisee acknowledges that the use of the Marks outside the scope of this license, without Franchisor's prior written consent, is an infringement of Franchisor's right to use the Marks, and during the Term and after the expiration or termination hereof, Franchisee covenants not to, and will ensure that the Affiliates do not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the Marks, or take any other action in derogation

thereof. Franchisee acknowledges that Franchisor may cause Franchisee to modify or discontinue Franchisee's use of the Marks. In such event, Franchisor will not be required to reimburse Franchisee for expenses in modifying or discontinuing Franchisee's use of the Marks.

5.5 Notice of Suspected Infringement. Franchisee will promptly notify Franchisor of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Marks. Franchisee acknowledges that Franchisor has the right to control any proceeding or litigation involving the Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution. Except to the extent that such litigation is the result of Franchisee's use of the Marks in a manner inconsistent with this Agreement, Franchisor agrees to reimburse Franchisee for its reasonable and documented out-of-pocket costs incurred pursuant to this Section, except that Franchisee will bear the salary costs of its employees.

5.6 Limited License. Franchisee understands and agrees that its limited license with respect to the Marks is non-exclusive and that Franchisor has and retains the right under this Agreement, among other rights, to do any of the following:

(a) To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees and licensees;

(b) To develop, establish, license and exploit other franchise systems for the same, similar or different products or services utilizing proprietary marks not now or hereafter designated as part of the Slim Chickens System and to grant licenses thereto, without providing Franchisee any right therein; and

(c) To develop and establish other systems for the sale, at wholesale or retail, of similar or different products utilizing the same or similar Marks, without providing Franchisee any right therein.

5.7 Goodwill. Franchisee acknowledges and expressly agrees that any and all goodwill now existing or arising at any time in the future associated with the Slim Chickens System or identified by the Marks or used in connection therewith will inure directly and exclusively to the benefit of Franchisor or its affiliates and is the property of Franchisor or its affiliates and that upon the expiration or termination of this Agreement or any other agreement, no monetary amount will be assigned as attributable to any goodwill associated with any of Franchisee's activities in the operation of the Restaurant, or Franchisee's use of the Marks.

5.8 Covenants of Franchisee. Franchisee understands and acknowledges that each and every detail of the Slim Chickens System is important to Franchisee, Franchisor and other Slim Chickens franchisees in order to develop and maintain high and uniform standards of quality and services and to protect the reputation and goodwill of Slim Chickens restaurants and the Slim Chickens System. Accordingly, Franchisee covenants:

(a) To operate and advertise the Restaurant at Franchisee's own expense, under the name "SLIM CHICKEN'S," "SLIM CHICKENS," "SLIM CHICKEN'S FAMOUS TENDERS & WINGS" and otherwise, all as designated by Franchisor in the Brand Standards Manual, without prefix or suffix;

(b) To adopt and use the Marks licensed hereunder solely in the manner prescribed by Franchisor in the Brand Standards Manual and as provided herein; and

(c) To observe such reasonable requirements with respect to trademark registration notices as Franchisor may from time to time direct in the Brand Standards Manual or otherwise in writing.

5.9 Inspection by Franchisor. In order to preserve the validity and integrity of the Marks licensed herein and to assure that Franchisee is properly employing the same in the operation of the Restaurant, Franchisor or its agents will at all reasonable times have the right to inspect Franchisee's operations, premises and the Restaurant and make periodic evaluations of the services provided and the products sold and used therein. Franchisee will cooperate with Franchisor's representatives in such inspections and render such assistance to the representatives as may reasonably be requested.

5.10 Disclaimer of Warranty and Indemnification by Franchisor. Franchisor makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks. Franchisee will promptly notify Franchisor of any action, claim or demand against Franchisee relating to the Marks. Franchisor will indemnify and hold Franchisee harmless against any and all direct loss, claims and damages incurred by Franchisee relating to Franchisee's approved use of the Marks in accordance with Franchisor's instructions. This indemnification will cover Franchisee's reasonable attorneys' fees incurred by use of counsel satisfactory to, and previously approved in writing by, Franchisor in the defense of any such infringement action initiated against Franchisee. Franchisor will have the right, but not the obligation, to assume the defense of any such action. In the event Franchisor assumes such defense, Franchisee will provide, at no charge, all necessary and reasonable assistance to Franchisor in any such action.

VI. OBLIGATIONS OF INCORPORATED FRANCHISEE.

6.1 Controlling Owner. In the event Franchisee is not an individual but is or becomes by permitted assignment, a corporation, limited liability company, partnership or other business association, at least one individual equity Owner will be designated as the "Controlling Owner" of Franchisee with full authority to act on behalf of and bind Franchisee with regard to capital expenditures, operational and other business decisions. For purposes of this Agreement, unless otherwise agreed and reflected in the Summary Pages, the Controlling Owner of a corporation is the owner, legally and beneficially, of no less than 51% of all classes of voting stock with the unrestricted right to vote such stock and, as to a partnership or other business association, is a general partner or member thereof and is the owner, legally and beneficially, of no less than 51% of any ownership interests thereof. If no Owner owns 51% or more of the interest in the limited liability company, partnership or corporation, Franchisor requires that one individual equity Owner owning 25% or more will be deemed the Controlling Owner for the purposes of this Agreement.

6.2 Involvement. Unless otherwise permitted by Franchisor in writing, Franchisee or, if applicable, the Controlling Owner of Franchisee, will, throughout the term hereof, have direct, principal and ultimate responsibility for, and will be actively and personally involved in and will devote best efforts to, the operation and management of the Restaurant, and Franchisor will be entitled to rely on the statements of the Controlling Owner as being the statements of Franchisee.

6.3 Company Records. If Franchisee, or any successor to or assignee of Franchisee, is a corporation or a limited liability company, partnership, limited partnership, limited liability partnership or other business entity:

(a) Franchisee will furnish to Franchisor, upon execution or any subsequent transfer, copies of all of Franchisee's organizational documents (including any shareholder or operating agreement) and appropriate evidence of ownership of such entity, and will thereafter promptly furnish Franchisor with a copy of any and all amendments or modifications thereto;

(b) Franchisee will promptly furnish Franchisor, on a regular basis, with certified copies of such company records material to the Restaurant as Franchisor may require from time to time in the Brand Standards Manual or otherwise in writing; and

(c) Franchisee will maintain stop-transfer instructions against the transfer, on its records, of any of its securities or the voting rights related thereto in any agreement among the partners, members or shareholders of Franchisee, and on the certificates, if any, representing any security of Franchisee, will have conspicuously endorsed upon it a legend substantially similar to:

> The transfer of this certificate is subject to the terms and conditions of a Slim Chickens Franchise Agreement with Slim Chicken's Development Company, LLC and may only be transferred in accordance with the provisions thereof.

6.4 Prompt Payment. Franchisee acknowledges that the entire Slim Chickens franchise community benefits in many ways, including through the economics of volume purchasing power, when all Slim Chickens franchisees keep their financial obligations to vendors, suppliers and other creditors current. Franchisee hereby expressly agrees to promptly and timely pay all its financial obligations on a current basis.

6.5 Equity Investment. Franchisee further acknowledges that it is in the best long-term business interests of both Franchisee and Franchisor for Franchisee to have and maintain a substantial equity investment in the Restaurant.

6.6 Breach. Any failure on the part of the Franchisee to comply with this Article VI unless otherwise approved in writing by Franchisor will be deemed to be a substantial breach of this Agreement and will give Franchisor the right to terminate this Agreement in accordance with the terms of Article XVI.

VII. CONFIDENTIAL OPERATING STANDARDS MANUAL.

7.1 The Brand Standards Manual. In order to protect the reputation and goodwill of Franchisor and the Slim Chickens System and to maintain uniform standards of operation under the Marks, Franchisee will operate the Restaurant in accordance with the Brand Standards Manual.

7.2 Confidential Brand Standards Manual. Franchisee will at all times treat the Brand Standards Manual, and the information contained therein, as confidential and will keep such information secret and confidential (and the Brand Standards Manual will be Confidential Information). Neither Franchisee nor its Affiliates and its Owners will, at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise make the Brand Standards Manual available to any person except as permitted by this Agreement.

7.3 Replacement. The Brand Standards Manual will at all times remain the sole property of Franchisor. To the extent all or portions of the Brand Standards Manual are in hardcopy format, at all times that the Brand Standards Manual is not in use by authorized personnel of Franchisee, Franchisee

will maintain the Brand Standards Manual in a locked receptacle at the Approved Location and will only grant such authorized personnel access to the key or combination of such receptacle. In the event of any dispute as to the contents of the Brand Standards Manual, the terms of the master copy of the Brand Standards Manual maintained by Franchisor at Franchisor's headquarters will be controlling, provided that a copy thereof has been provided to Franchisee.

7.4 Revision of Brand Standards Manual. In order for Franchisee to benefit from new knowledge information, methods and technology adopted and used by Franchisor in the operation of the Slim Chickens System, Franchisor, in its sole discretion, may from time-to-time revise the Brand Standards Manual, and Franchisee agrees to adhere to and abide by all such revisions. Franchisee agrees at all times to keep its copy of the Brand Standards Manual current and up-to-date, and in the event of any dispute as to the contents of Franchisee's Brand Standards Manual, the terms of the master copy of the Brand Standards Manual maintained by Franchisor, will be controlling.

7.5 Incorporation by Reference. The Brand Standards Manual is intended to further the purposes of this Agreement, and is specifically incorporated, by reference, into this Agreement. Except as otherwise set forth in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Brand Standards Manual, the terms of this Agreement will control.

VIII. TRAINING.

8.1 Franchisee Ownership Training Program. Franchisee or its Controlling Owner, its Supervisor for the Restaurant and those management employees of Franchisee required by Franchisor in the Brand Standards Manual must complete, to Franchisor's satisfaction, the Slim Chickens Franchisee Ownership Training Program prior to opening the Restaurant. The Franchisee Ownership Training Program will be conducted in a location designated by Franchisor in the Brand Standards Manual or in writing. The Franchisee Ownership Training Program must be completed at least 6 weeks before the opening of the Restaurant.

8.2 Unit Operation Training Program. In addition to completing the Franchisee Ownership Training Program, Franchisee or its Controlling Owner, its Supervisor for the Restaurant and those management employees of Franchisee required by Franchisor in the Brand Standards Manual must attend and complete, to Franchisor's satisfaction, the Slim Chickens Unit Operation Training Program prior to opening the Restaurant. The exact number of Franchisee's management employees required to attend and complete the Unit Operation Training Program will be determined by Franchisor in its sole discretion, but in no event will the number be less than 2 and Franchisor will not charge an additional fee for the Controlling Owner, the first Supervisor and up to three other salaried managers to attend the Unit Operation Training Program. The Unit Operation Training Program will consist of up to 6 weeks of in-store restaurant operations training at a facility designated by Franchisor in the Brand Standards Manual or in writing (a "Certified Training Facility") and certain self-directed study programs. A management employee of Franchisee that successfully completes the Unit Operation Training Program will be certified by Franchisor as a "Certified Manager." At least 1 Supervisor and 1 other management employee must complete the Unit Operation Training Program at least 2 weeks before the opening of the Restaurant.

8.3 Certified Managers. Franchisee will employ the number of Certified Managers designated by the Franchisor in the Brand Standards Manual throughout the Term, which in no event will be less than 3. If Franchisee or any Certified Manager ceases active employment at the Restaurant, Franchisee must enroll a qualified replacement in the Unit Operation Training Program within 30 days of cessation of such individual's employment and such Certified Manager must complete initial training in accordance with Section 8.6 of this Agreement.

8.4 Training Costs. The cost of conducting the training programs described in Sections 8.1 and 8.2 (instruction and required materials) will be borne by Franchisor. Franchisee will bear all of its expenses incurred in connection with Slim Chickens training programs, including meals and lodging, wages and travel.

8.5 Non-management Employees. Each of Franchisee's non-management employees will complete such training as is prescribed in the Brand Standards Manual prior to opening the Restaurant, which training will be conducted by Certified Managers with training materials approved by Franchisor. Franchisor may require that Franchisee purchase all training materials from Franchisor. In all cases, Franchisee has the sole responsibility and authority for Franchisee's employees' terms and conditions of employment.

8.6 Additional Initial Training and Testing. Franchisor may permit Franchisee to send additional persons to initial training, send replacement persons to initial training or send persons for refresher initial training. Franchisee must pay Franchisor the then current additional training fee (currently $1,000 per person) and reimburse Franchisor its actual costs if Franchisor provides such additional initial training to Franchisee's personnel. Franchisee and its additional trainees must bear the cost of all travel and living expenses and compensation during such additional training. Additionally, Franchisor may require Franchisee's managers and employees to undertake and complete subsequent training programs from time to time in Franchisor's discretion, in which case Franchisee must pay Franchisor the then current additional training fee and reimburse Franchisor its actual costs. Franchisor reserves the right to test any and all Certified Managers and other key personnel on an annual basis.

8.7 On-Site Opening Assistance; Certified Training Team. In connection with the opening of Franchisee's or its Affiliates' first, second and third Slim Chickens Restaurants, for a minimum of 14 business days during the pre- and post-opening period of the Restaurant, Franchisor will furnish to Franchisee, at Franchisee's premises and at Franchisee's expense, a new restaurant opening training team for the purpose of facilitating the opening of the Restaurant. During this period, such representative(s) will also assist Franchisee in establishing and standardizing procedures and techniques essential to the operation of the Restaurant and will assist in training personnel. Franchisee will promptly reimburse Franchisor for all training teams travel, wages, lodging, meals and other type of expenses incurred; provided that Franchisor may request that Franchisee pre-pay the estimated opening training team expenses at its discretion. Franchisee must obtain certification for its own opening support team and provide its own opening support for the fourth and each additional Slim Chickens Restaurant opened by Franchisee and its Affiliates, but Franchisor may provide some lesser amount of opening support upon request or if Franchisor deems it necessary (in which case Franchisee must promptly reimburse Franchisor for all training teams travel, wages, lodging, meals and other type of expenses incurred).

8.8 Failure to Complete Training. If Franchisor determines in its sole discretion that Franchisee is unable to satisfactorily complete Franchisor's training program, Franchisor will have the right to terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this Section, Franchisor will return to Franchisee fees paid by Franchisee to Franchisor minus the expenses incurred by Franchisor as of such date for providing training to Franchisee and other expenses incurred by Franchisor. Upon return of said amount, Franchisor will be fully and forever released from any claims or causes of action Franchisee may have under or pursuant to the Agreement and Franchisee has no further right, title or interest in the Franchise, the Slim Chickens System or the Marks.

IX. DUTIES OF THE FRANCHISOR.

9.1 Assistance by Franchisor. Franchisor will make available to Franchisee such continuing advisory assistance, in person or by electronic or written bulletins made available from time to time, in the development and operation of the Restaurant as Franchisor deems appropriate.

9.2 Plans and Specifications. Franchisor will evaluate Franchisee's proposed sites for an Approved Location and, in that context, make site visits and provide general consultation with respect to Franchisee's plans and specifications as they relate to Franchisor's approval or disapproval of such plans and the criteria therefor. Franchisee will bear the cost of its plans and specifications for the Restaurant. Franchisor will have the right to require all deviations or modifications to plans approved by Franchisor to be prepared by an architect designated by Franchisor at Franchisee's cost.

9.3 Brand Standards Manual. Franchisor will loan 1 copy of the Brand Standards Manual to Franchisee for the duration of this Agreement. The System does not include any personnel policies or procedures or security-related policies or procedures that Franchisor (at its option) may make available to Franchisee in the Brand Standards Manual or otherwise for Franchisee's optional use. Franchisee will determine to what extent, if any, personnel or security-related policies and procedures might apply to operations at the Restaurant. Franchisor neither dictates nor controls labor or employment matters for franchisees and their employees and Franchisor is not responsible for the safety and security of Restaurant employees or patrons.

9.4 Obligations with Respect to the Slim Chickens System. Franchisor will take such actions as necessary in the exercise of its reasonable business judgment to maintain high and uniform standards of quality, cleanliness, appearance and service at all Slim Chickens restaurants, to protect and enhance the reputation of the Slim Chickens System and the demand for the products and services of the Slim Chickens System. Franchisor will establish uniform criteria for approving suppliers and make every reasonable effort to disseminate its standards and specifications to prospective suppliers of the Franchisee upon the written request of the Franchisee; provided that Franchisor may elect not to make available to prospective suppliers the standards and specifications for such food formulae or equipment designs deemed by Franchisor in its sole discretion to be confidential.

9.5 Training. Franchisor will provide training to Franchisee as set forth in Article VIII hereof.

9.6 Pricing Guidance. Franchisor will make available, from time to time, advice or guidance relative to suggested prices for the food products offered for sale by the Restaurant that, in Franchisor's judgment, constitutes good business practice. Such advice and/or guidance will be based on the experience of Franchisor and its franchisees in operating restaurants and an analysis of the costs of such products and prices charged for competitive products. Such advice and/or guidance will not be deemed or construed to impose upon Franchisee any obligation to charge any fixed, minimum prices for any product offered for sale by the Restaurant. Franchisee will not be obligated to accept any such advice or guidance as to minimum prices and will have the sole right to determine the minimum prices to be charged from time to time by the Restaurant.

9.7 Promotion. Franchisor will administer the Advertising Fund as set forth in Article XIV, exercise creative and content control over all advertising, marketing and promotion matters with respect to the Slim Chickens System and evaluate Franchisee's advertising materials for approval.

X. DUTIES OF THE FRANCHISEE.

10.1 Operation of the Restaurant. Franchisee understands and acknowledges that every detail of the Slim Chickens System is important to Franchisor, Franchisee and other franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for Slim Chickens products and services and to protect the reputation and goodwill of Franchisor. Accordingly, Franchisee agrees that:

(a) Maintenance of Premises. Franchisee, at Franchisee's sole cost and expense, will:

(i) Maintain, at all times during the Term, the premises of the Restaurant and all improvements, fixtures, furnishings, signs, systems and equipment thereon or therein, in conformity with Franchisor's high standards and public image and the Brand Standards Manual; and

(ii) Make such additions, alterations, repairs and replacements thereto (but no others, without Franchisor's prior written consent) as may be required by Franchisor, including the following:

(A) Keep the Restaurant in the highest degree of sanitation and repair, including periodic repainting, repairs or replacement of impaired or damaged equipment and replacement of obsolete signs;

(B) Meet and maintain the highest governmental standards and ratings applicable to the operation of the Restaurant; and

(C) Complete a full reimaging, renovation, refurbishment and modernization of the Restaurant in order to meet Franchisor's then-current standards, specifications and criteria for Slim Chickens Restaurants (a "Restaurant Renovation"), within the time frame required by Franchisor in the Brand Standards Manual or in writing, including the building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials; provided that Franchisee will not be required to perform a full Restaurant Renovation during the seven (7) year period immediately following the actual Opening Date of the Restaurant. Nothing in this clause will be deemed to limit Franchisee's other obligations to operate the Restaurant in accordance with Franchisor's standards and specifications for the Slim Chickens System, including the other obligations set forth in this Article X.

(b) Operations. Franchisee will operate the Restaurant in conformity with such uniform methods, standards and specifications as Franchisor may from time to time prescribe in the Brand Standards Manual or otherwise in writing, to insure that the highest degree of quality, service and cleanliness is uniformly maintained and to refrain from any deviation therefrom and from otherwise operating in any manner which reflects adversely on Franchisor's name and goodwill or on the Marks, and in connection therewith will:

(i) Maintain in sufficient supply and use at all times, only such ingredients, products, materials, supplies and paper goods as conform to Franchisor's standards and specifications, and will refrain from deviating therefrom by using non-conforming items without Franchisor's prior written consent;

(ii) Sell or offer for sale only such products and menu items that have been expressly approved for sale by Franchisor in the Brand Standards Manual or otherwise in writing, that meet Franchisor's uniform standards of quality and quantity and that have been prepared in accordance with Franchisor methods and techniques for product preparation;

(iii) Refrain from any deviation from Franchisor's standards and specifications for serving or selling such menu items; and discontinue selling or offering for sale such items as Franchisor may, in its discretion, disapprove in writing at any time;

(iv) Use the premises of the Restaurant solely for the purpose of conducting the business franchised hereunder, and refrain from conducting any other business or activity thereon, whether for profit or otherwise, without Franchisor's prior written consent;

(v) Keep the Restaurant open and in normal operation during such business hours as Franchisor may prescribe in the Brand Standards Manual or otherwise in writing;

(vi) Permit Franchisor or its agents, at any time during ordinary business hours, to remove from the Restaurant samples of any ingredients, products, materials, supplies and paper goods used in the operation of the Restaurant, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory. Franchisor may require Franchisee to bear the cost of such testing if any such ingredient, product, material, supply or paper good have been obtained from a supplier not approved by Franchisor, or if the sample fails to conform to Franchisor's specifications;

(vii) Purchase, install and construct, at Franchisee's expense, all improvements furnishings, signs and equipment specified in the approved plans and specifications, and such other furnishings, signs or equipment as Franchisor may reasonably direct from time to time in the Brand Standards Manual or otherwise in writing; and refrain from installing or permitting to be installed on or about the premises of the Restaurant, without Franchisor's written consent, any improvements, furnishings, signs or equipment not first approved in writing by Franchisor as meeting Franchisor's standards and specifications;

(viii) Refrain from installing or permitting to be installed on or about the premises of the Restaurant, without Franchisor's written consent, any vending machines, video games, pinball machines, juke boxes or other amusement devices of any kind;

(ix) Cause its employees to wear apparel which conforms to the design, style, colors and specifications approved by Franchisor from time to time and bearing such of the Marks as may be directed by Franchisor in the Brand Standards Manual or in writing;

(x) Refrain from allowing, permitting or conducting live musical performances, theatrical or comedic performances, physical or mental contests or games, gambling or other types of live entertainment on or about the premises of the Restaurant without Franchisor's written consent;

(xi) Comply with all applicable federal, state and local laws, regulations and/ordinances pertaining to the operation of the Restaurant;

(xii) Participate in any gift certificate, gift card or similar program established by Franchisor, including by purchasing and maintaining a minimum inventory of gift certificates or cards, will offer such gift certificates or cards for sale and honoring any such gift certificates or cards presented at the Restaurant for the purchase of food or beverage items. Franchisee may not create or issue its own gift certificates or cards and will only sell gift certificates or cards approved by Franchisor. Franchisee must adhere to Franchisor's then current specifications with respect to any voucher programs such as Groupon, Living Social or other similar offerings, including with respect to the calculation of Gross Sales based on the sale and redemption of vouchers and similar certificates;

(xiii) Grant Franchisor and its agents the right to enter upon the premises of the Restaurant at any time during ordinary business hours for the purpose of conducting inspections; cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, take such steps as may be necessary immediately to correct the deficiencies detected during any such inspection, including immediately desisting from the further use of any equipment, promotional materials, products or supplies that do not conform with Franchisor's then-current specifications, standards or requirements; and

(xiv) Upon the occurrence of a Crisis Management Event, immediately inform Franchisor by telephone or electronic means, must cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event, and must implement such remediation plan as may be instituted by Franchisor, which may include Franchisor requiring a temporary closure of the Restaurant as part of the Crisis Management Event remediation plan.

(c) Purchases. Franchisee will purchase all ingredients, products, materials, supplies and other items required in the operation of the Restaurant which are or incorporate trade-secrets of Franchisor, as designated by Franchisor ("Trade-Secret Products"), if any, only from Franchisor or suppliers designated by Franchisor in the Brand Standards Manual or in writing.

(d) Suppliers. Franchisee will purchase all ingredients, products, materials, supplies, equipment, furnishings, signage, paper goods and other items required for the operation of the Restaurant, except Trade-Secret Products, solely from suppliers who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and are in good standing with Franchisor and such approval has not thereafter been revoked. If Franchisee desires to purchase any such items from an unapproved supplier, Franchisee will submit to Franchisor a written request for approval, or will request the supplier itself seek approval from Franchisor. Franchisor will have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent laboratory designated by Franchisor for testing prior to granting approval. A charge not to exceed Franchisor's reasonable cost of inspection and the actual cost of testing will be paid by the supplier or Franchisee. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier from time to time and to revoke its approval upon failure of such supplier to continue to meet any of the foregoing criteria. Franchisor reserves the right to limit the number of approved suppliers for any item or group of items and Franchisee acknowledges and agrees that benefits inuring to the Slim Chickens System may be enhanced by the use of common sources of supply. Franchisee acknowledges and consents to the fact that the amounts of certain marketing and promotional payments received by Franchisor from certain suppliers, which Franchisor uses to support Slim Chickens System marketing efforts, may be influenced by the totality of purchases of the Slim Chickens System, including franchisees.

(e) Advertising and Promotion. All advertising and promotional plans and materials proposed to be used by Franchisee or an advertising cooperative, where applicable, except such plans and materials that have been previously approved by Franchisor, will be purchased or otherwise acquired from Franchisor or its designee or approved by Franchisor in writing prior to any use thereof. Franchisor will use its commercially reasonable efforts to complete its review of Franchisee's proposed advertising and promotional plans and materials within 15 days after Franchisor receives such plans.

(f) Local Advertising. All local advertising by Franchisee will be in such media and of such type and format as Franchisor may approve and will be conducted in a dignified manner and will conform to such standards and requirements as Franchisor may specify. Franchisee will not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in clause (e) above.

(g) Supervisor. If Franchisee directly or indirectly operates more than one Restaurant, Franchisee has a supervisor, which may be Franchisee, to supervise and coordinate the operation of the Restaurants (hereinafter, a "Supervisor"). In addition to the foregoing, Franchisee will employ an additional Supervisor upon the opening of Franchisee's 6th Restaurant and upon the opening of each successive 5th Restaurant thereafter. Each Supervisor will attend and successfully complete Franchisor's training program prior to assuming any supervisory responsibilities and will meet such other standards as Franchisor may reasonably impose from time to time.

(h) Separate Operator. If at any time the Restaurant is proposed to be operated by an entity or individual other than the Franchisee, Franchisor reserves the right to review and approve the operating entity or individual and to require and approve an operating agreement prior to such party's assumption of operations. Franchisor may, in its sole discretion, reject the operating entity, the individual operator or the operating agreement. If approved by Franchisor, the operating entity or individual will agree in writing to comply with all of Franchisee's obligations under this Agreement as though the

operating entity or individual were the franchisee designated herein, on such form as may be designated by Franchisor. The operation of the Restaurant by any party other than Franchisee, without Franchisor's prior written consent, will be deemed a material default of this Agreement, for which Franchisee may terminate this Agreement pursuant to the provisions of this Agreement. In addition to any other indemnification obligations Franchisee may have hereunder, Franchisee agrees to indemnify and hold harmless Franchisor from any liabilities, whether by breach of this Agreement or otherwise, connected with or related to, directly or indirectly, the operation of a Restaurant by any person other than Franchisee.

(i) Purchasing Cooperative. Franchisor will have the right to form, change, dissolve or merge a Slim Chickens Operators Purchasing Cooperative Association or any similar organization or association (a "SCOPCA"). Franchisee, prior to opening the Restaurant or upon the establishment of a SCOPCA, will become a member of the SCOPCA and at all times during the Term will remain a member in good standing of the SCOPCA and will pay all reasonable membership fees assessed by the SCOPCA.

(j) Advertising Cooperative. Franchisor will have the right to form, change, dissolve or merge a Slim Chickens Advertising Cooperative or any similar organization or association. Franchisee, prior to opening the Restaurant or upon the establishment of an advertising cooperative encompassing the location of the Restaurant, will become a member of the advertising cooperative and all times during the Term will remain a member in good standing of the advertising cooperative and will pay all reasonable membership fees assessed by the advertising cooperative. Franchisee will participate and make payments to an advertising cooperative in its market as further set forth in this Agreement.

(k) Computer Equipment. Prior to the commencement of training at the Restaurant as described in Section 8.5, Franchisee will, within 30 days from receipt of written notice from Franchisor, purchase and install computer equipment at the Restaurant or at Franchisee's principal business office, which equipment will include telecommunications devices and may be a program or set of programs, all of which must be obtained in accordance with the Franchisor's standards and specifications in the Brand Standards Manual or in writing (the "Required Computer Equipment"). The Required Computer Equipment will permit 24 hour per day electronic communications between Franchisor and Franchisee including access to the Internet and Franchisor's intranet "private On-Line system" or any successor thereto. Franchisor has the right to require Franchisee to upgrade the Required Computer Equipment from time to time as is reasonable. Franchisee will implement and maintain an approved Payment Card Industry (PCI) compliance program for the Restaurant. Franchisor may suggest third party PCI compliance vendors occasionally, but Franchisee is free to submit alternative PCI compliance vendors to Franchisor for approval or seek approval to perform Franchisee's own PCI compliance. Franchisee must submit PCI compliance reports to Franchisor in the manner and frequency Franchisor sets in the Brand Standards Manuals. Franchisee's failure to comply will be a material default under this Agreement.

(l) Customer Service Response Program. Prior to opening the Restaurant, Franchisee will, upon Franchisor's request, implement, at its cost and expense, a Customer Service Response Program ("CSRP") satisfactory to Franchisor, with a third party vendor approved by Franchisor in writing. Such CSRP may include a customer hotline and "mystery shopper" visits on a quarterly basis throughout the Term. The results of the CSRP will be forwarded to Franchisor by Franchisee or the approved CSRP vendor on a weekly basis.

(m) Testing and New Products. Upon Franchisor's request, Franchisee will, at Franchisee's expense, participate in the testing and/or promotion of new products and/or new systems and will submit reports to Franchisor in connection therewith in the manner set forth in the Brand Standards Manual or otherwise in writing by Franchisor.

(n) Other Requirements. Franchisee will comply with all other requirements set forth in this Agreement, the Brand Standards Manual or any other Agreement between Franchisor and Franchisee, its Affiliates and its Owners or otherwise delivered in writing by Franchisor.

(o) Non-Compliance Fees. Franchisee acknowledges the importance of operating the Restaurant in full compliance with this Agreement and the Brand Standards Manual, and that any deviation from any contractual requirement, including any requirements in the Brand Standards Manual, is a violation of this Agreement and will trigger incalculable administrative and management costs for Franchisor to address the violation (separate and apart from any damages Franchisee's violation might cause to the System, Franchisor's business opportunities, or the goodwill associated with the Marks). Therefore, Franchisee agrees to be pay Non-Compliance Fees to Franchisor as and when applicable, which Non-Compliance Fees are a reasonable estimate of Franchisor's administrative and management costs and not a penalty. Franchisor need not give Franchisee a cure opportunity before charging the Non-Compliance Fees, and charging the Non-Compliance Fee does not prevent Franchisor from seeking to recover damages to the System, Franchisor's business opportunities, or the goodwill associated with the Marks due to Franchisee's violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting Franchisee and terminating this Agreement in accordance with its terms.

XI. INSURANCE.

11.1 Insurance Program. Franchisee will procure, prior to commencement of construction, remodeling or renovation of the Restaurant, and will maintain in full force and effect during the Term, at Franchisee's sole cost and expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, agents, employees and affiliates, against any loss, liability or expense whatsoever from personal injury, death or property damage or casualty, including fire, lightning, theft, vandalism, malicious mischief and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Restaurant, as Franchisor may reasonably require.

11.2 Insurance Requirements. Such policy or policies will be written by an insurance company satisfactory to Franchisor and will include, at a minimum, the coverages set forth in the Summary Pages.

11.3 Cancellation and Modification. All such policies of insurance will provide that the same will not be canceled, modified or changed without first giving 30 days prior written notice thereof to Franchisor. No such cancellation, modification or change will affect Franchisee's obligation to maintain the insurance coverages required by this Agreement. Except for Workers' Compensation Insurance, Franchisor and its partners, affiliates, managers, members, agents and employees will be named as an Additional Insured on all such required policies. All liability insurance policies will be written on an "occurrence" policy form. Franchisee will be responsible for payment of any and all deductibles from insured claims under its policies of insurance. Franchisee will not satisfy the requirements of this Article XI unless and until certificates of such insurance, including renewals thereof, have been delivered to and approved by Franchisor. Franchisee will not self-insure any of the insurance coverages required by this Agreement, or non-subscribe to any state's applicable workmen's compensation laws without the prior written consent of Franchisor. Franchisor will have the right, at any time during the Term, to increase the minimum limits of insurance coverage or otherwise modify the insurance requirements of this Agreement upon written notice to Franchisee. If Franchisee will fail to comply with any of the insurance requirements herein, upon written notice to Franchisee by Franchisor, Franchisor may, without any obligation to do so, procure such insurance, in which case Franchisee will pay Franchisor, upon demand,

the cost thereof plus interest at the maximum rate permitted by law and a reasonable administrative fee designated by Franchisor.

11.4 Insurance Obtained by Franchisee Will Be Primary to Franchisor's Own Insurance. Franchisee agrees that all insurance policies obtained by Franchisee pursuant to Sections 11.1 and 11.2 will be primary coverage, the applicable limits of which will be exhausted before any benefits (defense or indemnity) may be obtained under any other insurance (including self-insurance) providing coverage to Franchisor. Franchisee will notify its insurers of this Agreement and will obtain an endorsement on each policy it obtains pursuant to Sections 11.1 and 11.2 stating as follows:

> The applicable limits of this policy will be applied and exhausted before any benefits may be obtained (whether for defense or indemnity) under any other insurance (including self-insurance) that may provide coverage to Franchisor. All insurance coverage obtained by Franchisor will be considered excess insurance with respect to this policy, the benefits of which excess insurance will not be available until the applicable limits of this policy are exhausted.

11.5 No Limitation on Coverage. Franchisee's obligation to obtain and maintain the foregoing policy or policies of insurance in the amounts specified will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Article XIX.

11.6 Issuance of Insurance. Franchisee must obtain the insurance required by this Agreement no later than 15 days before the date on which any construction, remodeling or renovation is commenced. The Restaurant will not be opened for business prior to Franchisor's receipt of satisfactory evidence that all insurance required by this Agreement is in effect. Upon obtaining such insurance, and on each policy renewal date thereafter, Franchisee will promptly submit evidence of satisfactory insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance will include a statement by the insurer that the policy or policies will not be canceled or altered without at least 30 days prior written notice to Franchisor.

XII. CONFIDENTIAL INFORMATION.

12.1 Confidential Information. Any and all information, knowledge and know-how, whether in written, oral or electronic form, including, without limitation, information related directly or indirectly to drawings, materials, equipment, recipes, prepared mixtures or blends of spices or other food products, operations, sales, promotions, marketing and other information relating to the Slim Chickens System delivered by Franchisor to Franchisee, its Affiliates and its Owners, and any information, knowledge, or know-how which may be derived by analysis thereof (the "Confidential Information"), will be deemed confidential, except information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor or which, at the time of disclosure thereof by Franchisor to Franchisee, had become a part of the public domain, through publication or communication by others or which, after disclosure to Franchisee by Franchisor, becomes a part of the public domain, through publication or communication by others.

12.2 Nondisclosure of Confidential Information. Franchisee will not, and will not permit any Affiliate, any Owner or any of its officers, directors, managers, employees, agents, owners, shareholders, members, partners, affiliates and subsidiaries to, during the Term or thereafter, communicate, divulge, disclose or use for the benefit of any other person, individual, partnership, association, corporation,

limited liability company or other entity, any Confidential Information. Franchisee will divulge such Confidential Information only to such employees of Franchisee as must have access to it in order to establish and operate the Restaurant pursuant hereto or as Franchisee may be required by law; provided, however, that Franchisee will give Franchisor prior written notice of any such required disclosure immediately upon receipt of notice by Franchisee in order for Franchisor to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances.

12.3 Employees of Franchisee. Franchisee will require all of its Restaurant general managers and other key employees, as a condition of their employment, to execute an agreement, in a form reasonably acceptable to Franchisor, prohibiting them, during the term of their employment or thereafter, from communicating, divulging or using for the benefit of any person, individual, partnership, association, corporation, limited liability company or other entity any Confidential Information, trade secrets, knowledge, or know-how concerning the Slim Chickens System or methods of operation of the Restaurant which may be acquired as a result of their employment with Franchisee or other franchisees. A duplicate original of each such agreement will be provided by Franchisee to Franchisor immediately upon execution. The failure of Franchisee to obtain the execution of the agreements described in this Section will constitute a material breach of this Agreement.

12.4 Injunctive Relief. As any breach by Franchisee of any of the covenants contained in this Article would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, Franchisee agrees that, in addition to all other remedies provided by law or in equity, Franchisor will be entitled to seek an injunction against any such breach.

XIII. COVENANTS.

13.1 "Franchisee" Inclusive Term. Unless otherwise specified, the terms "Franchisee", "Affiliate" and "Owner" as used in this Article XIII will also include, collectively and individually, all officers, directors, and holders of a direct or indirect legal or beneficial interest of 5% or more of the ownership interests of Franchisee, its Affiliates and its Owners, as the case may be.

13.2 Management and Operation of Restaurant. Franchisee covenants that, during the Term, except as otherwise approved in writing by Franchisor, Franchisee (if Franchisee is an individual) or, alternatively, one designated management employee if that employee assumes primary responsibility for the operation of the Restaurant (e.g. a Controlling Owner or a Supervisor), will devote his or her full time, energy and best efforts to the management and operation of the Restaurant.

13.3 Non-Solicitation. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information. Accordingly, Franchisee covenants that Franchisee, its Affiliates and its Owners will not, during the Term or for a period of 1 year thereafter, except as approved in writing by Franchisor, will either directly or indirectly, through or on behalf of, or in conjunction with, any person, individual, partnership, corporation, limited liability company or other entity:

(a) divert or attempt to divert any business, supplier or customer of the Restaurant, the Franchisor or any Slim Chickens franchisee to any competitor by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor, the Marks or the Slim Chickens System;

(b) employ or seek to employ any person who is, at that time, employed by Franchisor or by any other Slim Chickens franchisee, or otherwise directly or indirectly induce such

person to leave his or her employment therewith; Franchisor or such other franchisee may seek damages up to three times the employee's annual compensation.

13.4 Non-Competition. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training and confidential information of Franchisor and the Slim Chickens System.

(a) In consideration of Franchisor's granting franchise rights to Franchisee and disclosing to Franchisee the Slim Chickens System and other Confidential Information, Franchisee, its Affiliates and its Owners covenant and agree that, during the term, Franchisee, its Affiliates and its Owners will not own, operate, or develop, directly or indirectly, or accept employment by or hold an ownership or other beneficial interest in any fast food or fast casual (either takeout, on premises consumption or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than 50% of its menu mix (a "Chicken Restaurant"), except as an authorized Franchisee of Franchisor, which is located (i) at the Approved Location; or (ii) within the Designated Area, or (iii) within 25 miles of the perimeter of the Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant; or (v) within the United States of America; or (vi) within the world.

(b) In addition, Franchisee, its Affiliates and its Owners covenant and agree that, for 2 years after the expiration or termination of this Agreement (or for Owners, after such person ceases to be an Owner), Franchisee, its Affiliates and its Owners will not own, operate, or develop, directly or indirectly, or accept employment by or hold an ownership or other beneficial interest in any Chicken Restaurant, except as an authorized Franchisee of Franchisor, which is located (i) at the former Approved Location; or (ii) within the former Designated Area, or (iii) within 25 miles of the perimeter of the former Designated Area, or (iv) within 25 miles of the perimeter of the "Designated Area" of any other Slim Chickens Restaurant. For purposes of calculating the duration of the 2-year period, any time during which Franchisee, its Affiliates and its Owners (as applicable) are in violation or breach of the covenant will be excluded.

13.5 Execution of Covenants. At Franchisor's request, Franchisee will require and obtain execution of covenants similar to those set forth in this Article XIII (including covenants applicable upon the termination of a person's relationship with Franchisee) in a form satisfactory to Franchisor, including, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them, from all officers, directors, Restaurant general managers and holders of a direct or indirect ownership interest of five percent (5%) or more in Franchisee. The failure of Franchisee to obtain the execution of a covenant required by this Section 13.5 will constitute a material breach of this Agreement. A duplicate original of each such covenant will be provided by Franchisee to Franchisor immediately upon execution and/or request.

13.6 Construction. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article XIII is held unreasonable or unenforceable by a court or agency having jurisdiction in a final decision, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Article XIII.

13.7 Injunctive Relief. Franchisee acknowledges and agrees that it will be difficult or impossible to ascertain with any degree of certainty the damages resulting from a breach by Franchisee or any Franchise Affiliate of any of the covenants contained in this Article XIII. It is further agreed and

acknowledged that any such breach by Franchisee, its Affiliates and its Owners of any of such covenants will cause irreparable harm to Franchisor and that monetary damages may be an insufficient remedy for such breach. Accordingly, Franchisee agrees that without the need to prove actual damages, Franchisor will be entitled to injunctive relief or specific performance for any such violations in any court of competent jurisdiction having authority to grant such relief, together with all attorney's fees and expenses or court costs incurred by Franchisor in bringing such action. Neither Franchisee, any Affiliate nor any counsel or representative of any such party will oppose the granting of such relief. The remedies provided by this Section will not be the exclusive remedies for any such breach but will be in addition to any other remedies Franchisor may have in law or equity.

XIV. ADVERTISING.

14.1 Generally. Recognizing the value of advertising, marketing and promotion and the importance of the standardization and consistency throughout Franchisor's markets of advertising, marketing and promotion to the furtherance of the goodwill, public image and the success of Slim Chickens restaurants and the Slim Chickens System, Franchisee agrees to pay:

(a) The Advertising Fund Contribution set forth in the Summary Pages to the Slim Chickens Advertising Fund (the "Advertising Fund"), at the same time and in the same manner set forth in Section 3.1(b). The Advertising Fund Contribution will be expended for national, regional or local advertising and the creation and development of promotional materials and market research for the Slim Chickens System, under the terms and conditions set forth in Article XIV; and

(b) The Local Advertising Cooperative Contribution set forth in the Summary Pages to any local advertising cooperative formed by Franchisor pursuant to Section 14.3 below, as applicable.

14.2 Advertising Decisions. As set forth below, in order to most efficiently utilize the advertising dollars generated throughout the Slim Chickens System, Franchisor will have creative and content control over all advertising, marketing and promotion, while placement of such advertising, marketing and promotion within a local market will be determined by Franchisor, Franchisee, or Franchisee's local advertising cooperative, as the case may be. Franchisor, however, reserves the ultimate right to determine whether placement strategies developed for local markets by Franchisee or an advertising cooperative are reasonable and in the best interests of the Slim Chickens System. Franchisor makes no representation and undertakes no obligation or fiduciary duty to make the expenditures described in this Article XIV on a basis which is equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from such expenditures.

14.3 Advertising Fund.

(a) Operation and Administration. The Advertising Fund, all contributions thereto, and any earnings thereon, will be used exclusively to pay any and all costs of maintaining, producing, placing and preparing market research, advertising, marketing materials or promotional activities for the Slim Chickens System. All sums paid by Franchisee to the Advertising Fund will be maintained in an account separate from funds of Franchisor and will not be used to defray any of Franchisor's expenses except as provided herein or as Franchisor may incur in activities reasonably related to administration or direction of the Advertising Fund, advertising and marketing programs for franchisees or the Slim Chickens System or the development of the Slim Chickens System. The Advertising Fund and its earnings will not otherwise inure to the benefit of Franchisor. Franchisor will maintain a separate bookkeeping account for the Advertising Fund.

(b) Annual Accounting. Franchisor, upon reasonable request from Franchisee, will provide Franchisee with an annual accounting of receipts and disbursements of the Advertising Fund. Franchisor can require that any such annual accounting include an audit of the contributions and expenditures of the Advertising Fund prepared by an independent certified public accountant selected by Franchisor and prepared as an expense to the Advertising Fund.

(c) Annual Carryover. It is anticipated that all contributions to, and earnings of, the Advertising Fund will be expended for market research, advertising, marketing, placement and/or promotional purposes during the taxable year in which contributions and earnings are received. If, however, excess amounts remain in the Advertising Fund at the end of a taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

(d) Termination. The Advertising Fund is not, and will not be, an asset of Franchisor. Although the Advertising Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Advertising Fund; provided, however, that the Advertising Fund will not be terminated until all monies in the Advertising Fund have been expended for the purposes stated herein.

(e) Franchisee Benefit. Franchisee understands that the activities of the Advertising Fund are intended to maximize the public's awareness of all franchised restaurants and the Slim Chickens System and that Franchisor accordingly undertakes no obligation to insure that any individual franchisee (including Franchisee) benefits directly or on a pro rata basis from the placement, if any, of such advertising or marketing in its local market. Franchisee further acknowledges that its failure to derive any such benefit, whether directly or indirectly, will not be cause for Franchisee's nonpayment or reduction of its Advertising Fund Contribution.

14.4 Advertising Cooperatives. Franchisor will have the right to establish, modify and terminate, in its sole discretion, from time to time, advertising market areas (each, a "Market Area") for the purposes of coordinating advertising, marketing and promoting efforts. Franchisor will have the right, in its sole discretion, to establish an advertising cooperative in any Market Area and to require Franchisee to become a member thereof and to make a Local Advertising Cooperative Contribution, which amount will be deducted from Franchisee's Local Ad Expenditure (as set forth in Section 14.5). Franchisee agrees to be bound by the terms of an advertising cooperative agreement to be entered into with other franchisees. Each advertising cooperative will be (a) organized and governed in a form and manner, and will commence operations on a date, approved by Franchisor in writing; and (b) organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by its members in local advertising. No advertising or promotional plans or materials may be used by an advertising cooperative or furnished to its members without the prior approval of the Franchisor, pursuant to the procedures and terms set forth in Section 10.1(e) hereof. Franchisee will pay its Local Advertising Cooperative Contribution to the advertising cooperative as directed by the Franchisor on a weekly basis based on Gross Sales for the preceding week, and deliver such payment together with such statements and reports as may be required by Franchisor in the Brand Standards Manual or in writing or by the advertising cooperative with the Franchisor's prior written approval.

14.5 Local Advertising. Franchisee will spend an amount equal to the Local Ad Expenditures set forth in the Summary Pages on approved local advertising and promotion ("Local Ad Expenditure"); provided that Franchisor may, upon written notice to Franchisee, require Franchisee to reallocate some or all of Franchisee's Local Ad Expenditure to a Local Advertising Cooperative Contribution for Franchisee's Market Area. Local Ad Expenditures will be made directly by Franchisee, subject to

approval and direction by Franchisor or Franchisor's designated advertising agency, if Franchisor so elects. Franchisee will furnish to Franchisor, by the 15th day of each calendar quarter, in a manner approved or designated by Franchisor in the Brand Standards Manual or in writing, an accurate accounting of the previous calendar quarter's expenditures on local advertising and promotion along with supporting documentation reflecting proper Local Ad Expenditure usage. Franchisee understands and agrees that local advertising and promotion will not include, and Franchisee will not include in its report of the amounts so expended, any costs or expenses incurred in connection with any of the following:

(a) Product price discounts or incentive programs, including the costs of honoring coupons;

(b) Market-wide or other research;

(c) Food costs incurred in any promotion;

(d) Salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings and activities;

(e) Charitable, political or other contributions or donations;

(f) In-store materials consisting of fixtures or equipment;

(g) Seminar and education costs and expenses of employees of Franchisee;

(h) The cost of specialty items (such as T-shirts, premiums, pins and awards) for resale unless such items are part of a market-wide advertising program and the cost of such items is not recovered by the promotion;

(i) Advertising Fund Contributions or Local Advertising Cooperative Contributions made voluntarily despite Franchisor's direction to conduct local advertising as described herein; and

(j) Grand opening advertising described in Section 14.6.

14.6 Grand Opening Advertising. In addition to the expenditures set forth above, Franchisee will expend an amount we set in the Summary Pages on newspaper, direct mail or advertising through other media during the month immediately preceding the opening and Franchisee's initial operation of the Restaurant ("Grand Opening Advertising Expenditure"). Franchisor will approve the franchise grand opening advertising plans.

14.7 Regulations. With respect to all matters involving advertising and promotion related to the Restaurant and/or the Slim Chickens System, Franchisee agrees to adhere to such advertising regulations as Franchisor may impose, to obtain Franchisor's prior approval of all advertising and promotional materials and to only use such approved items and to comply with Franchisor's requirements for the protection of the Marks and copyrights.

14.8 Promotional Items. Franchisor may, from time to time, develop and market special promotional items which will be made available to Franchisee at Franchisor's cost plus a reasonable handling charge and, upon election to participate in such a promotion, Franchisee will maintain a representative inventory of such promotional items. Franchisee has the right to purchase alternative

promotional items provided that such alternative goods conform to the specifications and quality standards established by Franchisor from time to time.

14.9 Telephone Listing. Franchisee will maintain a business phone and listing in the white and classified or yellow pages of the local telephone directory under the listing for "Restaurants" under the name Slim Chickens as applicable. The cost for such listing may be credited toward the local advertising expenditure requirement, if any, of this Article.

14.10 Marks. If requested by Franchisor, Franchisee will use in all advertising or any other form of promotion, the trademarks, service marks or commercial symbols of Franchisor with appropriate circled C, ©, or R, ®, copyright and registration marks or the designations "TM", (™) or SM where applicable.

14.11 Website; Social Media Restrictions. Franchisee is prohibited from creating any type of website or using any type of social media on behalf of the Restaurant without express written consent of Franchisor, which may be withheld at Franchisor's sole discretion. Franchisor has sole discretion and control over any profiles using or relating to the Marks, or that display the Marks, that are maintained on social media outlets, including without limitation Instagram, Facebook and Twitter.

(a) Franchisor has established and plans to maintain the Website to provide information about the Franchise and the products and services that Restaurants offer. Franchisor will have control over the Website's design and contents. Franchisor will have no obligation to maintain the Website indefinitely, and may dismantle it (and if dismantled may reinstate it) at any time without liability to Franchisee.

(b) The Website may include a series of interior pages that identify participating Restaurants by address, telephone number, and email address. At Franchisee's request and upon Franchisee's execution of a terms of use agreement in a form provided by Franchisor, Franchisor will, technology permitting, include at the Website one or a series of interior pages dedicated to information about the Restaurant. Franchisee may propose the content of the page(s), but such content must be developed by Franchisor or its webmaster at Franchisee's expense, with a template that Franchisor provides and will be subject to Franchisor approval prior to posting as to form, content and programming quality. Franchisee will not have the capability to modify its page(s) except in coordination with Franchisor's webmaster and in compliance with Franchisor's standards.

(c) Franchisor may use part of the Advertising Fund Contributions that Franchisor collects to maintain and further develop the Website.

XV. TRANSFERABILITY OF INTEREST.

15.1 Transfer by Franchisor. Franchisor and any holder of an ownership interest in Franchisor may voluntarily, involuntarily, directly or indirectly sell, assign, transfer, license, sublicense, sublease, collaterally assign, grant a security, collateral or conditional interest, intervivos transfer, testamentary disposition or other disposition of all or any part of its rights or obligations under this Agreement or any ownership interest in Franchisor to any person without Franchisee's consent. Specifically, and without limitation to the foregoing, Franchisor may sell its assets, Marks or the Slim Chickens System to a third party; may offer its securities privately or publicly; may merge, spin-off, acquire other Business Entities, or be acquired by another Business Entity; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring; and with regard to any or all of the above sales, assignments, and dispositions, Franchisee expressly and specifically waives any claims, demands, or

damages against Franchisor arising from or related to the transfer of the Marks (or any variation thereof) or the Slim Chickens System from Franchisor to any other party. If Franchisor assigns its rights in this Agreement, such assignment will constitute a novation as to Franchisor and Franchisor will be released from all further liability to Franchisee under this Agreement after the effective date of such transfer, and the transferee will be liable to Franchisee as if it was the original party to this Agreement. Nothing contained in this Agreement requires Franchisor to offer any services or products, whether or not bearing the Marks, to Franchisee if Franchisor assigns its rights in this Agreement.

15.2 Transfer by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted the development rights in reliance on the business skill, financial capacity, and character of Franchisee and its Owners. Accordingly, except as expressly permitted herein, Franchisee will not sell, assign, transfer, convey, give away, hypothecate, pledge, encumber, alienate or otherwise dispose of any interest in this Agreement, in Franchisee or in the assets of Franchisee without Franchisor's prior written consent and compliance with all the conditions and requirements of this Section. Further, Franchisee will ensure that none of its Owners will sell, assign, transfer, convey, give away, hypothecate, pledge, encumber, alienate or otherwise dispose of any direct or indirect equity or other interest in Franchisee without Franchisor's prior written consent and compliance with all the conditions and requirements of this Section. Any purported assignment or transfer, whether voluntary, involuntary or by operation of law, will be ineffective against Franchisor and will constitute a material breach of this Agreement for which Franchisor may terminate this Agreement without opportunity to cure pursuant to this Agreement.

15.3 Conditions for Consent. Franchisor will not unreasonably withhold its consent to any transfer if prior to the effective date of such transfer:

(i) All of Franchisee's accrued monetary obligations to Franchisor and its affiliates will have been satisfied;

(ii) Franchisee has agreed to remain obligated under Articles XII and XIII of this Agreement as if this Agreement had been terminated on the date of the transfer;

(iii) Franchisor will have determined, in its sole discretion and to its sole satisfaction, that the transferee is of good moral character and reputation;

(iv) Franchisor will have determined, in its sole discretion and to its sole satisfaction, that the transferee's qualifications meet the Franchisor's then-current criteria for new franchisees;

(v) Franchisee and transferee will have executed a written assignment, in a form satisfactory to Franchisor, pursuant to which the transferee will, upon consummation of the subject transfer, assume all of the obligations of Franchisee under this Agreement and pursuant to which transferee will insure that all obligations to Franchisor under this Agreement or otherwise are paid without interruption or delay, and Franchisee and all Affiliates will unconditionally release any and all claims Franchisee might have against Franchisor and its affiliates as of the date of the assignment;

(vi) The transferee will have executed the then-current form of Franchise Agreement and such other then-current ancillary agreements (including

any guaranty agreements) as Franchisor may require. The then-current form of Franchise Agreement may have significantly different provisions including a higher Royalty Fee and Advertising Fund Contribution than that contained in this Agreement. The then-current form of Franchise Agreement will expire on the expiration date of this Agreement and will contain the same renewal rights, if any, as are available to Franchisee herein;

(vii) the transferee will have agreed at its sole cost and expense, to: (a) complete a Restaurant Renovation, within the time frame required by Franchisor, unless a Restaurant Renovation was completed within six (6) years prior to the date of the transfer and (b) perform such other renovations or work in connection with the Restaurant as may be requested by Franchisor;

(viii) the transferee and such other individuals as may be required pursuant to this Agreement, the Brand Standards Manual or otherwise designated in writing by Franchisor, will have successfully completed the training courses then in effect for new franchisees;

(ix) if the transferee is a corporation, limited liability company or other business entity, the governing or other operative documents will provide, in form and substance satisfactory to Franchisor, that further assignments or transfers of any interest in such entity are subject to all restrictions imposed upon assignments and transfers in this Agreement and any certificate representing any securities of the transferee will contain the legend set forth in Article VI; and

(x) Franchisee has paid to Franchisor a transfer fee of Five Thousand U.S. Dollars ($5,000.00), to cover Franchisor's administrative expenses in connection with the transfer; however no additional Initial Franchise Fee will be charged by Franchisor for a transfer. If the transferee is a corporation formed by Franchisee for the convenience of ownership and in which the Franchisee is the sole shareholder, no transfer fee will be required, but Franchisee will reimburse Franchisor for its out-of-pocket expenses for documenting such transfer.

15.4 Grant of Security Interest. In addition to its other obligations pursuant to this Article XV, Franchisee will grant no security interest in this Agreement, the Restaurant, or in any of its assets or securities without the consent of Franchisor and unless the secured party agrees that, in the event of any default by Franchisee under any documents related to such security interest:

(a) Franchisor will be provided with notice of default and given reasonable time within which to cure said default;

(b) Franchisor will have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee or to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payments based upon the Franchisee's default; and

(c) the secured party will agree to such other requirements as Franchisor, in its sole discretion, deems reasonable and necessary to protect the integrity of the Marks and the Slim Chickens System.

15.5 Transfer on Death or Mental Incapacity. Upon the death or mental incapacity of any individual who is a direct or indirect Owner of Franchisee, the executor, administrator, or personal representative of such individual will transfer his interest in Franchisee, or this Agreement and the Restaurant, to a third party approved by Franchisor within twelve (12) months after such death or mental incapacity of such Owner. Such transfer, including, without limitation, transfer by devise or inheritance, will be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such Owner are unable to meet the conditions in this Section 15, the personal representative of the deceased Owner will have a reasonable time, but no more than 18 months after the death of the Owner, to dispose of his direct or indirect interest in Franchisee, this Agreement or the Restaurant, which disposition will be subject to all the terms and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within 12 or 18 months, whichever is applicable, Franchisor may terminate this Agreement pursuant to Section 16.3.

15.6 Right of First Refusal. If Franchisee or any Owner wants to accept a bona fide offer to acquire Franchisee's interest in this Agreement or in all or substantially all of the Franchisee's assets, or any part of a Franchisee's Owner's equity or other interest in Franchisee or in another Owner that would, in the aggregate, itself or thorough a series of prior, contemporaneous or proposed transfers, have the effect of transferring direct or indirect Control of Franchisee, Franchisee will notify Franchisor in writing of such offer within 10 days of receipt of such offer and will provide such information relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within 30 days after receipt of such written notification, to send written notice to Franchisee that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur within 120 days from the date of notice to Franchisee of the election to purchase by Franchisor. Any material change in the terms of any offer prior to closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Any transfer pursuant to this Section, whether or not Franchisor has waived its option, will also be subject to the other limitations on transfer contained in this Article XV.

In the event the consideration, terms or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms or conditions, then Franchisor may purchase the interest in this Agreement, Franchisee, or the Restaurant proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time as to the reasonable equivalent in cash of the consideration, terms or conditions offered by the third party, an independent appraiser will be designated by Franchisor, and its determination will be binding upon the parties.

15.7 Offerings by Franchisee. Securities or other interests in Franchisee, its Affiliates and its Owners may be offered to the public, by private offering or otherwise, only with the prior written consent of Franchisor, which consent will not be unreasonably withheld. All materials prepared by Franchisee, its Affiliates and its Owners in connection with state law will be submitted to Franchisor for review and approval prior to the distribution of such materials to potential investors or filing of the same with any governmental agency. No offering of such securities will imply (by use of the Marks or otherwise) that Franchisor is participating in the underwriting, issuance or offering of such securities. Franchisee, the Affiliates and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee will pay to Franchisor a non-refundable fee of $5,000

plus costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee will give Franchisor written notice at least 30 days prior to the date of commencement any offering or other transaction covered by this Section 15.7. In all cases, Franchisee must maintain a list of all then current Owners or other holders of a direct or indirect interest in Franchisee and ensure (and certify to Franchisor upon request) that each Owner or other holder of a direct or indirect ownership interest in Franchisee obtained through a private or other offering following the Effective Date of this Agreement (a) refrain from any direct or indirect ownership interest in a Chicken Restaurant; (b) has never been (and is not later) convicted of a felony, or a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have a material adverse effect on the System or the Marks; and (c) does not render any applicable representations or warranties in this Agreement regarding the lists of "Specially Designated Nationals" or "Blocked Persons" or the acts prohibited by the U.S. Patriot Act or U.S. Executive Order 13224, inaccurate or untrue or otherwise invalid.

15.8 For Sale Signs Prohibited. Franchisee will not, without the written consent of Franchisor, place in, on or upon the location franchised hereunder, or in any communication media, any form of advertising or sign, or list with any business, real estate broker, agent, or attorney, any offer, or other information, relating to the sale of the Restaurant, the underlying real estate or the rights granted hereunder.

XVI. TERMINATION.

16.1 Franchisee Debtor Issues. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will automatically terminate without notice to Franchisee if:

(a) Franchisee will become insolvent or make a general assignment for the benefit of creditors;

(b) A petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and not opposed by Franchisee or if Franchisee is adjudicated bankrupt or insolvent;

(c) A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(d) Proceedings for a composition with creditors under the applicable law of any jurisdiction should be instituted with respect to Franchisee without opposition by Franchisee;

(e) A final judgment against Franchisee remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

(f) Franchisee is dissolved;

(g) Execution is levied against Franchisee's property or business;

(h) Suit to foreclose any lien or mortgage against the premises or equipment of any Restaurant is instituted and not dismissed within 30 days; or

(i) The real or personal property utilized in connection with the Restaurant operated by Franchisee, its Affiliates and its Owners will be sold after levy thereon.

16.2 Additional Termination Rights. Franchisee will be deemed to be in default, and Franchisor may terminate this Agreement and all rights granted hereunder without affording Franchisee any opportunity to cure the default, upon the occurrence of any of the following events:

(a) Franchisee fails to open the Restaurant for business on or before the first anniversary of the date this Agreement is executed;

(b) Franchisee at any time ceases to operate the Restaurant for 3 consecutive days (except in the case of force majeure) or otherwise abandons the Restaurant, loses the right to possession of the premises of the Restaurant, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if, through no fault of Franchisee, the premises are damaged or destroyed by an event not within the control of Franchisee such that repairs or reconstruction cannot be completed within 180 days thereafter, then Franchisee has 30 days after such event in which to apply for Franchisor's approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld, but will be conditioned upon the payment to Franchisor of a fee of $5,000.00 for its services and/or reimbursement for Franchisor's costs and expenses associated therewith;

(c) Franchisee, its Affiliates or its Owners (or any officer, director, manager or senior employee of Franchisee, its Affiliates and its Owners) is convicted of or pleads guilty to a felony, a crime involving moral turpitude or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the Slim Chickens System, the Marks, the goodwill associated therewith or Franchisor's interest therein;

(d) A threat or danger to public health or safety results from the construction, maintenance or operation of the Restaurant;

(e) Franchisee, its Affiliates and its Owners purports to transfer any rights or obligations under this Agreement or any interest in Franchisee to any third party without compliance with Article XV;

(f) Franchisee fails to comply with its confidentiality and/or non-competition obligations pursuant to Article XII and/or Article XIII;

(g) Franchisee discloses, copies or divulges the contents of the Brand Standards Manual or any other Confidential Information in breach of this Agreement;

(h) An approved transfer is not effected as required by Section 15.5, following a death or mental incapacity;

(i) Franchisee knowingly maintains false books or records or submits any false reports to Franchisor;

(j) Franchisee, its Affiliates and its Owners commits any act of default under any other franchise agreement, asset purchase agreement, promissory note or any other agreement entered into by Franchisee or Affiliate and Franchisor or any of its affiliates and such default remains uncured after the applicable cure period, if any, except for a Development Schedule default under any development agreement between the parties, which will not be a cross default to this Agreement;

(k) Franchisee, after or during a default pursuant to Section 16.3, commits the same default again, whether or not such default is cured after notice;

(l) Franchisee defaults more than once in any 12-month period under Section 16.3 hereof for failure to substantially comply with any of the requirements imposed by this Agreement, whether or not such default is cured after notice;

(m) Franchisee refuses to permit Franchisor or its agents to enter upon the premises of the Restaurant to conduct any periodic inspection as permitted by this Agreement;

(n) Franchisee uses any Marks in any unauthorized manner, attempts to appropriate such Marks or is otherwise in default of the provisions of Article V; or

(o) Franchisee, its Affiliates and its Owners submits false or misleading information, orally or in writing, to Franchisor in connection with the Franchise, whether prior to, or during, the Term.

16.3 Defaults With Right to Cure. Franchisee hereby acknowledges that performance of all terms, obligations and requirements of this Agreement to be performed by Franchisee is necessary not only for the protection of Franchisor and the Slim Chickens System, but also for the protection of all franchises now existing or to be granted to future owners or operators of Slim Chickens restaurants. If Franchisee is or becomes by permitted assignment, a corporation, partnership, or other business association, the provisions of this Section will equally apply to and include the Owner(s) of Franchisee as if the Owner(s) were the Franchisee. It is agreed that any failure by Franchisee to strictly and exactly perform any term, obligation, or requirement imposed on Franchisee in this Agreement will constitute a material default under this Agreement. It is further agreed that the occurrence of any circumstances that, in the reasonable discretion of Franchisor, impairs the likelihood of Franchisee being able to perform its obligations hereunder will constitute a material default under this Agreement. Except as provided in Sections 16.1 and 16.2, upon any default by Franchisee which is susceptible to cure, Franchisor may terminate this Agreement only by giving written notice to Franchisee (a "Termination Notice") stating the nature of such default to Franchisee at least 10 days prior to the effective date of termination if the default is for failure to pay any amounts due by Franchisor hereunder or 30 days prior to the effective date of termination for any other default; provided, however, that Franchisee may avoid termination by curing such default to Franchisor's satisfaction within the 10 day or 30 day period, as applicable. If any such default is not cured within the specified time, this Agreement will terminate without further notice to Franchisee effective immediately upon the expiration of the 10 day or 30 day period, as applicable, or such longer period as required by applicable law. Notwithstanding anything to the contrary set forth in this Agreement, Franchisee hereby acknowledges that any written agreement between Franchisee and Franchisor relating to past due amounts accruing hereunder, (an "Arrearage Agreement"), including, any promissory note or amendment to this Agreement will be deemed to be a material part of this Agreement and will be incorporated herein by reference. A default under any Arrearage Agreement will be deemed a material default of this Franchise Agreement, regardless of the reason therefor.

16.4 Franchisee's Limited Termination Rights. Subject to Franchisee's full compliance with this provision and then current compliance with this Agreement, Franchisee has the right to close the Restaurant (without penalty or other related consequences under the Development Agreement or any other Franchise Agreement) if such Restaurant: (i) has been open and operating for at least 18 months; and (ii) has a negative EBITDA over any aggregated 12 consecutive month period during the term of this Agreement. If Franchisee desires to close the Restaurant pursuant to this right, Franchisee must notify Franchisor in writing no less than 45 days prior to its desired closure date, provide third party accountant reviewed financial statements substantiating the Restaurant's negative EBITDA and coordinate with Franchisor to sign Franchisor's then current mutual surrender of rights and release agreement, and then close and de-identify the Restaurant in full satisfaction of Franchisee's post-termination obligations under this Agreement. If Franchisee unilaterally closes the Restaurant without substantially complying with the

obligations of this Section, then Franchisee agrees that Franchisor will be substantially harmed and therefore Franchisee agrees to promptly pay to Franchisor, as compensation for its losses, and not as a penalty, an amount equal to the total amount of Royalties that were paid to Franchisor (or should have been paid to Franchisor) under this Agreement during the immediately preceding 18 calendar months. For purposes of this Section, EBITDA means earnings before interest, taxes, depreciation and amortization, as computed from Franchisee's reviewed financial statements prepared in accordance with U.S. generally accepted accounting principles; provided that for the avoidance of doubt EBITDA will in all cases be calculated after payment of all royalty fees and other fees due Franchisor under this Agreement.

XVII. TERMINATION OR EXPIRATION.

17.1 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted herein will forthwith terminate, and:

(a) Franchisee will immediately cease to operate the Restaurant as a Slim Chickens restaurant and will not thereafter, directly or indirectly, represent to the public that the restaurant is a Slim Chickens restaurant;

(b) Franchisee will immediately and permanently cease to use, by advertising or in any manner whatsoever, any Confidential Information, the Slim Chickens System, the Marks and any other trade names, trade dress, trademarks and service marks associated with the Slim Chickens System. In particular, and without any limitation, Franchisee will cease to use all signs, furniture, fixtures, equipment, advertising materials, stationery, forms, packaging, containers and any other articles which display or utilize the Marks;

(c) Franchisee agrees, in the event Franchisee continues to operate or subsequently begins to operate restaurants or other businesses, not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks or Confidential Information in conjunction with such other business, and further agrees not to utilize any trade dress, designation of origin, description, or representation which falsely suggests or represents an association or connection with Franchisor; and is compliant under the non-compete clause of this agreement;

(d) Franchisee agrees, upon termination or expiration of this Agreement or upon cessation of the Restaurant at the Approved Location for any reason, whether or not Franchisee continues to operate any business at such location, and whether or not Franchisee owns or leases the location, to make such modifications or alterations to the Restaurant immediately upon termination or expiration of this Agreement or cessation of operation of the Restaurant as may be necessary to prevent the operation of any businesses thereon by Franchisee or others in violation of this Article XVII, and will make such specified additional changes thereto as Franchisor may reasonably request for that purpose. The modifications and alterations required by this Article XVII will include, but are not limited to, removal of all trade dress, Marks and other indicia of the Slim Chickens System. If Franchisee fails or refuses to comply with these requirements within 14 days, then Franchisor will have the right to enter upon the premises where said business is being conducted without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes at the expense of the Franchisee, which expenses Franchisee will pay upon demand;

(e) Franchisee will immediately pay all sums owing to Franchisor and its affiliates. In the event of termination for any default by Franchisee, such sums will include all damages, costs and expenses, including reasonable attorneys' fees and expenses and court costs, incurred by Franchisor as a result of the default;

(f) Franchisee will immediately turn over to Franchisor the Brand Standards Manual, all other manuals, records, files, instructions, correspondence, Confidential Information and any and all other materials relating to the operation of the Restaurant in Franchisee's possession and all copies thereof (all of which are acknowledged to be Franchisor's property) and will retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with applicable law;

(g) Franchisee will cease any and all use of any telephone listings for the Restaurant and will take all reasonable steps necessary to assign and transfer such telephone listings to Franchisor; and

(h) Franchisee will comply with all other applicable provisions of this Agreement including the non-compete provisions contained herein.

17.2 Franchisor's Option to Purchase.

(a) Generally. Upon termination of the Agreement by reason of Franchisee's default, or upon the expiration of the Term, Franchisor will have the right and option to purchase any fee interest or any trade fixtures, signage or equipment of Franchisee at the Restaurant. The option will be exercisable by giving Franchisee written notice of Franchisor's intent to exercise its option concurrently with Franchisor's notice of termination of this Agreement or at any time within 60 days after the effective date of termination. The price of such sale and purchase will be determined by and allocated in an agreement of the parties and will be based upon the fair market value of the assets sold, less any encumbrances. If agreement cannot be reached within 10 days after written notice of Franchisor's election to purchase, then the fair market value of the assets will be settled by and allocated in arbitration conducted in Washington County, Arkansas in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "Act"), as same may be amended from time to time, upon either party demanding arbitration by a written notice to the other.

(b) Arbitration. The following provisions will apply in the event of any arbitration proceedings described in Section 17.2(a).

(i) Governing Rules. The arbitration will be conducted in accordance with the rules of the Real Estate Valuation Arbitration Rules of the American Arbitration Association ("AAA") where such rules are not in conflict with the provisions of this Agreement or with the Act. Each party will select one arbitrator (who will not be an attorney, accountant, employee or agent of the party), and the two so designated will select a third neutral arbitrator, who will act as chairman, according to the following method: the AAA will submit simultaneously to each of the party-appointed arbitrators an identical list of ten names chosen from the National Panel of Real Estate Valuation Arbitrators. The two party-appointed arbitrators will have seven days from the mailing date in which to agree upon one or more names of acceptable persons to act as the third arbitrator. The party-appointed arbitrators will number the acceptable names in their agreed-upon order of preference and send one list, signed by both arbitrators, to the AAA, which will invite the acceptance of the persons so named, in the order designated, to act as the third arbitrator. If the party-appointed arbitrators fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA will simultaneously submit to the party-appointed arbitrators a second list of ten names chosen from the panel, and they will again have seven days from the mailing to repeat the above procedure. If the party-appointed arbitrators fail to agree on any of the persons named in the second list, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be

made from the second list, the AAA will have the power to make the appointment from among other members of the panel without the submission of additional lists.

(ii) Limitation of Award. The award of the arbitrators will be limited to a determination of the fair market value of the Franchisee's leasehold estate or fee interest in the Restaurant, together with all trade fixtures and equipment of Franchisee, less any encumbrances. All arbitration fees and expenses will be shared equally by Franchisor and Franchisee.

(iii) Binding Effect. Judgment upon any award of the arbitrators will be binding and may be entered in a court of competent jurisdiction. Appeals thereon may be taken as provided by the Act.

(iv) Injunctive Relief. Nothing herein will bar the right of either party to seek and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that will cause loss or damage, pending completion of the arbitration.

(c) Closing. Closing of the sale will be within 30 days of the arbitrators' decision at the place and on the date and time selected by Franchisor, prior written notice of which will be provided to Franchisee.

(d) Unique Property. In addition to its rights under Section 17.2(a), upon termination, cancellation or expiration hereof, Franchisor will have the right and option to purchase any patented, special or unique Slim Chickens equipment, signage and supplies of Franchisee at their fair market value as determined by agreement of the parties or by arbitration in accordance with the procedure described in this subparagraph. Such right or option of Franchisor will be exercised by giving Franchisee written notice of the exercise of its option within thirty (30) days after termination, cancellation or expiration thereof.

(e) Property Removal. In the event of termination by expiration or condemnation of the premises, Franchisee will not remove any of such items prior thereto; and in the event of termination for any other reason hereunder, Franchisee will not remove such items without Franchisor's consent for 30 days.

(f) Set-Off. Franchisor's options hereunder are without prejudice to its rights under any security agreement held by it with respect to which it may have a guarantor's or surety's subrogation interest. If Franchisor exercises any of the foregoing options, it may set-off against or pay any debts which Franchisee, its Affiliates and its Owners owes to it and/or to third persons including, but not limited to, utilities and designated suppliers, and will remit any balance of the purchase price to the Franchisee. There will be no allowance for goodwill.

(g) Inventory and Supplies. Upon termination, cancellation or expiration of this Agreement, Franchisor will have the right and option to repurchase at Franchisee's cost all unbroken inventory packages of approved food items and supplies owned by the Franchisee.

(h) Financing. In the event Franchisee leases, acquires by deed, owns, finances or encumbers any of the property or items which Franchisor has the right and option to purchase hereunder, the restrictions of this Agreement and the rights and options of Franchisor under this Section 17.2 will be reflected or referenced to the satisfaction of Franchisor in any applicable lease, deed, deed of trust, loan, financing document or other applicable document as may be requested by Franchisor, unless waived by Franchisor in its discretion.

17.3 Leased Premises. In the event the premises for the Restaurant are leased to Franchisee, Franchisee will, upon termination or expiration of this Agreement and upon request by Franchisor, immediately assign, set over and transfer unto Franchisor, at Franchisor's sole option and discretion, said lease and the premises, including improvements. Any such lease entered into by Franchisee will contain a clause specifying the landlord's consent to assign such lease to Franchisor or its assignee in the event this Agreement is terminated or expires and will also contain the addendum to lease attached hereto as Exhibit B.

17.4 Payment of Expenses. Franchisee will pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees and expenses and court costs, incurred by any Franchisor Party in seeking recovery of damages caused by any action of Franchisee in violation of, or in obtaining injunctive relief for the enforcement of, any portion of this Article XVII. Further, Franchisee acknowledges and agrees that any failure to comply with the provisions of this Article XVII, will result in irreparable injury to Franchisor.

17.5 Survival. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, will so survive the expiration or termination of this Agreement. All rights, claims and indebtedness which may accrue to Franchisor prior to termination, cancellation or expiration of this Agreement will survive termination, cancellation or expiration and be enforceable.

17.6 Further Assurances. Franchisee will execute such documents as Franchisor may reasonably require to effectuate termination of the franchise and Franchisee's rights to use the Marks trademarks and Slim Chickens System.

17.7 Assumption of Management. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights against Franchisee, if Franchisee will not have cured a default under this Agreement within 30 days after receipt of the written "Notice of Default" from Franchisor or during the negotiation and finalization of a purchase by Franchisor under Section 17.2., then Franchisor has the right (but not the obligation), exercisable upon delivery of written notice to Franchisee, to enter the Restaurant's premises and assume the management of the Restaurant itself or appoint a third party (who may be an Affiliate of Franchisor) to manage the Restaurant. All funds from the operation of the Restaurant while Franchisor or its appointee assumes its management will be kept in a separate account, and all of the expenses of the Restaurant will be charged to that account. Franchisor or its appointee may charge Franchisee (in addition to the royalty fee and other amounts due under this Agreement) a management fee equal to ten percent (10%) of the Restaurant's Gross Sales during the period of management, plus any direct out-of-pocket costs and expenses, if Franchisor or its appointee assumes the management of the Restaurant under this Subsection. Franchisor or its appointee has a duty to utilize only reasonable efforts and will not be liable to Franchisee for any debts, losses or obligations the Restaurant incurs, or to any of Franchisee's creditors for any products or services the Restaurant purchases, while managing it. Franchisee shall not take any action or fail to take any action that interferes with Franchisor's or its appointee's exclusive right to manage the Restaurant.

XVIII. TAXES, INDEBTEDNESS AND COMPLIANCE WITH APPLICABLE LAW.

18.1 Taxes and Indebtedness. Franchisee and the Affiliates will promptly pay when due all taxes, accounts and other indebtedness of every kind incurred by Franchisee, its Affiliates and its Owners in the conduct of its business and the operation of the Restaurant.

18.2 Compliance with Law. Franchisee and the Affiliates will comply with all applicable laws and regulations and will timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of its businesses or the operation of the Restaurant, including, without limitation, licenses to do business, trade name registrations, sales tax permits and fire clearances.

XIX. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

19.1 Independent Contractor. This Agreement does not constitute or appoint Franchisee, its Affiliates and its Owners as an agent, legal representative, joint venture, partner, employee or servant of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee will be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor. The parties further agree that this Agreement does not create any fiduciary relationship between them.

19.2 No Agency. Franchisee understands and agrees that nothing in this Agreement authorizes the Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or any other obligation in Franchisor's name, and that Franchisor will in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Franchisee, or any claim or judgment arising therefrom. Franchisee will indemnify and hold Franchisor and the Franchisor Parties harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with Franchisee's activities, as well as the cost, including attorney's fees and expenses, of defending against such claims.

19.3 Identification. In all public records, relationships, stationery, business forms and checks, Franchisee will indicate its independent operation of the Restaurant and that it is a franchisee of Franchisor. Franchisee will exhibit on the premises and in such places as may be designated by Franchisor, a notification that the Restaurant is operated by an independent operator and not by Franchisor.

19.4 Indemnification. Franchisee and the Owners, jointly and severally, will, at all times and to the fullest extent permitted by law, indemnify the Franchisor Parties from and defend them against all Losses and Expenses of any of the Franchisor Parties that arise out of or are based upon any of the following:

(i) The operation or condition of any part of the Restaurant or the site on which the Restaurant is located, the conduct of business at the Restaurant (including any and all Losses and Expenses arising in connection with the sale of alcoholic beverages by the Restaurant) and any acts or omissions of Franchisee or Franchisee's employees, agents or contractors;

(ii) The infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of the Owners of any patent, trademark, copyright, or other proprietary right owned or controlled by third parties unless, and to the extent that, the Action is based upon or arises from Franchisee's authorized use of the Marks in strict compliance with the terms of this Agreement;

(iii) The violation or breach by Franchisee or any of the Owners of any law, regulation, ruling or industry standard including but not limited to any national and municipal laws governing the generation, use or disposal of hazardous waste or hazardous materials and any and all other laws designed to protect the environment;

(iv) Franchisee's failure to obtain and maintain the types and amount of insurance coverage set forth in the Brand Standards Manual or otherwise required by Franchisor;

(v) Libel, slander, or any other form of defamation of the Franchisor Parties, the Slim Chickens System or any other franchisee by Franchisee or any of the Owners;

(vi) The violation or breach by Franchisee, or any of its Affiliates or Owners of any warranty, representation, agreement or obligation in this Agreement or other agreement between Franchisee, its Affiliates or its Owners and one or more of the Franchisor Parties;

(vii) Acts, errors, or omissions of Franchisee, its Affiliates, its Owners and their respective Owners, officers, employees, agents and representatives in connection with the establishment and operation of the Restaurant pursuant to this Agreement; and/or

(viii) Any and all encumbrances, liens, assessments, levies, charges, surcharges, demands for payment, taxes or any other liabilities imposed on Franchisor or on or as a result of any payment due to or paid to Franchisor under this Agreement, by any taxing authority or any political subdivision, instrumentality, agency or other body of any governmental or taxing authority, exclusive of Franchisor's own income taxes.

Notwithstanding anything to the contrary in this Section, to the extent that the underlying claims for which the Franchisor Parties seek indemnification from Franchisee include allegations of negligence, gross negligence or intentional acts by the Franchisor Parties, and one or more of the Franchisor Parties are found by the competent court with jurisdiction over the matter to have been negligent, grossly negligent or intentionally acted with respect to the underlying acts, errors or omissions giving rise to such underlying claims, the parties agree that the relevant Franchisor Parties will be liable for the Losses and Expenses for which they are found to be negligent, contributorily negligent or have intentionally acted and will be required to promptly reimburse to Franchisee such percentage of any amounts previously paid to the Franchisor Parties equal to the percentage of causation or liability assessed to the Franchisor Parties by such competent court with jurisdiction over the matter.

19.5 Notice of Claim. Franchisor will advise Franchisee in the event Franchisor receives notice that a claim has been or may be filed with respect to matters covered by this Agreement, and Franchisee will immediately assume the defense thereof at Franchisee's sole cost and expense. In any event, Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Franchisor or any Franchisor Party. If Franchisee fails to assume such defense, Franchisor may defend, settle and litigate such action in the manner it deems appropriate, in its sole discretion, and Franchisee will, immediately upon demand, pay to Franchisor all costs (including attorney's fees and expenses and court costs) incurred by Franchisor in affecting such defense, in addition to any sum which Franchisor may pay by reason of any settlement or judgment against Franchisor.

19.6 Right to Indemnity. Franchisor's (including any Franchisor Party) right to indemnity hereunder will exist notwithstanding that joint or several liability may be imposed upon Franchisor or any Franchisor Party by statute, ordinance, regulation or judicial decision.

19.7 Payment of Expenses. Franchisee agrees to pay Franchisor all expenses including attorney's fees and expenses and court costs, incurred by Franchisor or any Franchisor Party to remedy any defaults of, or enforce any rights under, this Agreement, effect termination of this Agreement or collect any amounts due under this Agreement.

19.8 Broker. Neither Franchisee nor its Affiliates are a sub-franchisor or franchise broker of Franchisor and will neither function nor hold themselves out as one.

XX. APPROVALS AND WAIVERS.

20.1 Approvals in Writing. Whenever this Agreement requires the prior approval of Franchisor, Franchisee will make a timely written request to Franchisor therefor, and such approval or consent will be in writing.

20.2 No Reliance. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which Franchisor would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestions to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

20.3 Waiver. No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of any of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default will not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor will any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement, affect or impair Franchisor's rights, nor will such constitute a waiver by Franchisor of any rights, hereunder or right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXI. OPERATIONAL IMPROVEMENTS.

21.1 Revision of Slim Chickens System. Franchisor expressly reserves the right to revise, amend and change, from time to time, the method of operation of the Slim Chickens System or any part thereof. Any and all improvements, inventions, trademarks, processes, copyrights, recipes or other intellectual property developed by Franchisee, its Affiliates, Franchisor or other franchisees of Franchisor useful in the Slim Chickens System (collectively "Improvements"), will be and become the sole and absolute property of Franchisor, and Franchisor will have the sole and exclusive right, as to Franchisee, to utilize, exploit and protect such Improvements and Franchisee and/or its Affiliates will have no right to copyright, register or make such Improvements in the name of Franchisee, its Affiliates or its Owners; and Franchisee and/or its Affiliates will have no right to use such Improvements, except pursuant to this Agreement or as allowed or requested by Franchisor; provided, however, that in the event of the termination of this Agreement, Franchisee and/or its Affiliates may continue to use any improvement which Franchisee, its Affiliates or its Owners developed, provided such Improvement does not include, reference or display any of the Marks and Franchisee and/or its Affiliates does not represent or indicate thereby that it is a franchisee or operator of a Slim Chickens restaurant or is in any way connected with Franchisor.

XXII. XXII. NOTICES.

22.1 Addresses. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered, sent by registered mail, or by other means which will provide evidence of the date received to the respective parties at the addresses set forth in the Summary Pages unless and until a different address has been designated by written notice to the other party.

22.2 Delivery. All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and will be deemed so delivered: (a) at the time delivered by hand; (b) 1 business day after sending by telegraph, facsimile or comparable electronic system; or (c) if sent by registered or certified mail, by nationally-recognized courier service or by other means which affords the sender evidence of delivery, on the date and time of receipt or attempted delivery if delivery has been refused or rendered impossible by the party being notified.

XXIII. SEVERABILITY AND CONSTRUCTION.

23.1 Severability. Except as expressly provided to the contrary herein, each section, paragraph, part, term and provision of this Agreement will be considered severable; and if, for any reason, any section, part, term or provision herein is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such determination will not impair the operation, or have any other effect upon, such other portions, sections, parts, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect to bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be part of this Agreement.

23.2 Successors and Assigns. Except as has been expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, the Franchisor Parties and Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Article XV hereof, any rights or remedies under or by reason of this Agreement.

23.3 Headings and Captions. All headings and captions in the Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision hereof.

23.4 Construction. All references herein to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee will be deemed jointly and severally undertaken by all the parties hereto, other than Franchisor, on behalf of Franchisee. As used herein, the words "including" and "include" means "including without limitation."

23.5 Definitions. Capitalized words and phrases used in this Agreement have the meaning attributed to them in this Agreement, including the following meanings:

(a) "Action" means suit, proceeding, claim, demand, investigation, or inquiry, formal or informal

(b) "Affiliate" means any business entity under common Control with another business entity by ownership or management authority and control.

(c) “Catering” means the on-site preparation and service of food products and complementary menu items at carnivals, charity functions, community festivals, business gatherings, private parties and similar temporary events that last for no more than ten consecutive days.

(d) "Chicken Restaurant" means any fast food or fast casual, limited service (either takeout, on premises consumption, or a combination thereof) restaurant that specializes in the sale of chicken or for which chicken products constitute more than fifty percent (50%) of its menu mix; provided, however, that the term “Chicken Restaurant” will not apply to a business operated by Franchisee, its Affiliates and its Owners pursuant to a franchise agreement with Franchisor or its affiliates, nor to Franchisee’s or Affiliates’ direct or beneficial ownership of less than five percent (5%) of stock in any publicly traded company and not controlled by Franchisee, its Affiliates and its Owners.

(e) "Confidential Information" means any and all information, knowledge and know-how, whether in written, oral or electronic form, including information related, directly or indirectly, to drawings, materials, equipment, recipes, prepared mixtures or blends of spices or other food products, operations, sales, promotions, marketing, methods, procedures and techniques relating to the Slim Chickens System or the Trade Secret Products delivered by Franchisor to Franchisee, and any information, knowledge or know-how of any kind or nature which may be derived by analysis thereof, except information which Franchisee can demonstrate uses in Franchisee’s possession prior to disclosure thereof by Franchisor or which, at the time of disclosure thereof by Franchisor to Franchisee, is part of the public domain, through publication or communication by someone other than Franchisee.

(f) “Control” means the possession, directly or indirectly, of the power to direct or cause the direction, of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

(g) “Crisis Management Event” means any event that occurs at or otherwise involves the Restaurant premises, or that occurs generally at a local, regional, national or even global scale, which has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, food borne illnesses or any other similar circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

(h) “Development Agreement” means a separate, active agreement between Franchisor and Franchisee or one of Franchisee’s Affiliates pursuant to which Franchisor has granted the right to develop multiple Restaurants in an agreed geographic area.

(i) “Force Majeure” means strikes, lockouts, casualties, acts of God, war, epidemic or pandemic, governmental regulation or control, or other causes beyond the reasonable control of the parties.

(j) "Franchisor Parties" means Franchisor, its Affiliates and their respective officers, directors, managers, shareholders, members, agents and employees, and the predecessors and successors of all of them.

(k) “Losses and Expenses” means, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable lawyers’ fees, court costs, settlement amounts, judgments, compensation for damages to the Franchisor’s reputation and goodwill, costs of or resulting from delays, financing, costs of marketing materials and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(l) "Owner" means collectively or individually, all officers and directors of Franchisee and all business entities or persons holding a direct or indirect interest in Franchisee, in the Franchise, this Agreement or any interest in or right under this Agreement, all or substantially all of the assets of Franchisee's Restaurant or an interest therein or in the revenues or income thereof, as designated by Franchisor.

(m) "Special Outlet" means both (a) an express unit, a mini-Restaurant, or similar fixed installation that contains all necessary equipment to create and produce a full or limited range of Restaurant menu items, and is located in a hospital, airport, sports arena, student center or other special use facility or in the food court of an enclosed shopping mall or similar location; and (b) a kiosk, booth, mobile dispensing unit (such as a cart, food truck or customized RV) or other mobile installation at or from which pre-assembled or pre-cooked food products may be sold to customers, any of which may operate on a permanent, temporary or seasonal basis.

(n) "Summary Pages" means the pages that appear at the beginning of this Agreement that summarize certain key information concerning the parties' relationship and the terms of this Agreement.

(o) "Trade Secret Products" means all ingredients, products, materials, supplies and other items required in the operation of a Restaurant which are or incorporate trade-secrets of Franchisor, as designated by Franchisor.

23.6 Counterparts. This Agreement may be executed in counterparts, and each copy so executed will be deemed an original.

XXIV. ENTIRE AGREEMENT: SURVIVAL.

24.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and supersede any and all prior agreements. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the express representations made in Franchisor's Franchise Disclosure Document. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, modification or variance of this Agreement will be binding on either party unless in writing and executed by Franchisor and Franchisee. Representations by either party, whether oral, in writing, electronic or otherwise, that are not set forth in this Agreement will not be binding upon the party alleged to have made such representations and will be of no force or effect.

24.2 Survival. Notwithstanding anything herein to the contrary, upon the termination or expiration of this Agreement for any reason whatsoever (including the execution of a subsequent Franchise Agreement pursuant to the provisions of Sections 2.2 and 15.3), or upon the expiration of the Term, any provisions of this Agreement which, by their nature, extend beyond the expiration or termination of this Agreement, will survive termination or expiration and be fully binding and enforceable as though such termination or expiration had not occurred.

XXV. APPLICABLE LAW; VENUE; MISCELLANEOUS.

25.1 Applicable Law. This Agreement takes effect upon its acceptance and execution by Franchisor and will be interpreted and construed under the laws of the State of Arkansas, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Arkansas choice of law or conflict of law rules), except to the extent governed by the United States

Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et. seq.); provided, however, that if the covenants in Article XIII of this Agreement would not be enforceable under the laws of Arkansas, and the Restaurant is located outside the State of Arkansas, then such covenants will be interpreted and construed under the laws of the state in which the Restaurant is located. Nothing in this Section 25.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation of the State of Arkansas to which this Agreement would not otherwise be subject.

25.2 Forum and Consent to Jurisdiction. Franchisee, its Affiliates, its Owner and its guarantors acknowledge and agree that any Action, whether state or federal, sought to be brought by any party arising out of or relating to: (i) this Agreement, any other agreement between the parties hereto, or any provision of any such agreement; (ii) the relationship created between the parties hereto, including issues relating to any decision to terminate that relationship; (iii) the validity of this Agreement or any other agreement between the parties hereto or any provision of any such agreement; or (iv) any standard, specifications or operating procedures relating to the establishment or operation of the Restaurant; will be brought within the appropriate state and judicial district located in Washington County, Arkansas. The parties do hereby consent to and waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

25.3 Franchisee May Not Withhold Payments Due Franchisor. Franchisee agrees that Franchisee will not withhold payment of any Royalty Fees, Advertising Fund Contribution or any other payment due to Franchisor or its designee by Franchisee under this Agreement or any other agreement between Franchisor and Franchisee for any reason, on the basis of any set-off for counterclaim or alleged nonperformance by Franchisor of any obligation hereunder. All such payments will be made directly to Franchisor and will not be held by any third party.

25.4 Liability of Multiple Franchisees. If Franchisee consists of more than one person, each person's liability under this Agreement will be joint and several.

25.5 Official Language. The English language version of this Agreement will be the official version and all constructions and interpretations will be made from it, whether or not the parties agree to have translations made for their convenience.

25.6 Uniformity. Franchisee recognizes that it is essential to the preservation and promotion of the Restaurant, its reputation and acceptance by the public at large, that the Slim Chickens System be utilized and maintained. Mandatory specifications, standards, operating procedures and rules prescribed by Franchisor from time to time in the Brand Standards Manual, or otherwise communicated to Franchisee in writing, will constitute provisions of this Agreement as if fully set forth herein. Franchisee, therefore, will, as part of the considerations for this Agreement, at all times meet and cause the Restaurant to meet the specifications and standards as prescribed by Franchisor as a part of the Slim Chickens System.

25.7 Varying Standards. Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices or any other condition with Franchisor deems to be of importance to the successful operation of such franchisee’s business. Neither Franchisee nor its Affiliates will have any right to complain about a variation from standard specifications and practices granted to any other franchisee, nor will they be entitled to require Franchisor to grant to Franchisee, its Affiliates or its Owners a like or similar variation.

25.8 Agreements of Other Franchisees. Franchisee, its Affiliates and its Owners understand and agree that Franchisor may have now or hereafter in effect franchise agreements with other franchisees which differ materially in form or substance from this Agreement, and Franchisee, its Affiliates and its Owners acknowledge that no such differences will give it any right of any kind. Likewise, Franchisee, its Affiliates and its Owners recognize that decisions by Franchisor to amend any other agreement or waive any breach, default or noncompliance by any other franchisee of or with any of the terms of any other franchise agreement will not give Franchisee, its Affiliates or its Owners the right to any similar amendment or waiver hereunder and that it will have no claim or right of action against Franchisor by reason thereof.

25.9 Cumulative Rights. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each will be cumulative of any other right or remedy provided in this Agreement.

25.10 Injunctive Relief and Cost of Enforcement.

(a) Franchisor, at its option, may seek and obtain from a court of competent jurisdiction, an injunction restraining any breach or threatened breach by Franchisee, its Affiliates or its Owners of any restrictive covenant contained herein or otherwise agreed to by Franchisee, its Affiliates or its Owners without proof of any actual damages sustained.

(b) In the event it becomes necessary for Franchisor to enforce its rights under this Agreement, including but not limited to, the collection of any sums due or the securing of an injunction against Franchisee, its Affiliates or its Owners, Franchisee, its Affiliates or its Owners will be liable for all costs of any such enforcement, including reasonable attorneys' fees, for all services rendered by suit or otherwise.

25.11 Waiver of Special Damages. Except with respect to Franchisee's and each Owner's obligation to indemnify Franchisor pursuant to this Agreement and claims Franchisor brings for Franchisee's unauthorized use of the Marks or unauthorized use or disclosure of any Trade Secrets, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other and agree that, in the event of any Action between the parties, the parties bringing the Action will be limited to equitable relief and to recovery of any direct or general damages it sustains; provided, however that Franchisor will have the right to recover lost profits and all applicable liquidated damages in the event of termination of this Agreement.

25.12 Limitations. Except for an Action arising from Franchisee's nonpayment or underpayment of amounts Franchisee owes Franchisor pursuant to this Agreement, or an Action related to Franchisee's unauthorized use of the Marks, any and all Actions arising out of or relating to this Agreement or the relationship created hereby will be barred unless an Action is commenced within two years from the date on which the party asserting such Action knew or should have known of the facts giving rise to such Action.

25.13 Jury Trial Waiver. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES OR ARISING UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RIGHT OR CURE HEREUNDER.

_____ Franchisee's Initials

25.14 Counterparts, Captions, Pronouns. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. The paragraph captions in this Agreement are for convenience of reference only and will not be deemed to alter, affect or limit the scope of any paragraph to which they refer. Each pronoun used herein will include both singular and plural, masculine, feminine and neuter gender and refer in appropriate cases to corporations or other legal entities as well as individuals.

25.15 Binding Effect. This Agreement will be binding upon the parties, their heirs, executors, personal representatives, successors or assigns.

25.16 Force Majeure. If a Force Majeure event shall occur, Franchisee shall continue to be obligated to pay to Franchisor any and all amounts that it was otherwise obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Franchisor Parties shall continue to be indemnified and held harmless by Franchisee in accordance with this Agreement. Except as provided in the immediately preceding sentence, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type that could be an event of Force Majeure, the party affected shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of this Agreement to be affected and a plan for resuming operation under this Agreement, which the party shall promptly undertake and maintain with due diligence; provided that Franchisor shall have the right to make the final determination as to whether an event is an event of Force Majeure, and the timing and geographic scope of an event of Force Majeure. Notwithstanding the foregoing, if an event of Force Majeure that has been confirmed by Franchisor lasts for more than 365 days, Franchisor may unilaterally terminate this Agreement without penalty or compensation to either party, provided that Franchisee will be required to comply with all of its non-monetary post-termination obligations under this Agreement. In no case will an event of Force Majeure result in an extension of the Term.

25.17 Timing. Time is of the essence of this Agreement. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. All references to time mean the time at Franchisor's office in Fayetteville, Arkansas.

XXVI. REPRESENTATIONS OF INCORPORATED FRANCHISEE.

If Franchisee named herein is a corporation, limited liability company or other business entity at the time of execution of this Agreement, Franchisee hereby warrants, covenants and represents to Franchisor as set forth in this Article.

26.1 Ownership and Officers. All of the issued and outstanding securities of Franchisee are owned, legally and beneficially, by the Owners listed on the Summary Pages attached hereto. The officers of Franchisee have been duly elected or appointed by all requisite corporate or company action on the part of Franchisee, and the name and title of each such officer is set forth on the Summary Pages. Franchisee will provide a revised copy of the Summary Pages to Franchisor if there is any change in the beneficial ownership or officers of Franchisee. Furthermore, Franchisee covenants and agrees that the persons or entities listed on the Summary Pages as "Guarantors" will guaranty the obligations of the Franchisee by personally executing the Franchisor's guaranty agreement attached hereto as Exhibit E and will be bound by the terms thereof.

26.2 Authorization and Authority. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the

terms and conditions hereof do not and will not with the passing of time or giving of notice (i) violate any provision of any judicial or administrative order, award, judgment or decree applicable to Franchisee, its Affiliates and its Owners or (ii) conflict with, result in a breach of or right to cancel or constitute a default under any material agreement or instrument to which Franchisee, its Affiliates and its Owners is a party, bound or subject. This Agreement constitutes a valid and binding agreement of Franchisee and has been approved by all requisite corporate or company actions and is enforceable against it in accordance with its terms, and no consent of any federal, state or other authority or any other person or entity that has not been obtained is required to be obtained by Franchisee in connection with the consummation of the transactions contemplated by this Agreement or the operation of the Restaurant.

26.3 Organization. Franchisee is validly incorporated or organized and duly existing under the laws of the jurisdiction in which it was formed, is duly qualified to conduct business therein, and has its principal place of business at the address set forth in the Summary Pages. Franchisee will promptly notify Franchisor in writing of any change thereto during the term of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been approved by all requisite company action.

26.4 Terrorist and Money Laundering Activities. Franchisee and its Owners represent and warrant to Franchisor that neither Franchisee, nor any Owner, nor any of their respective Affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ ofac/). Further, Franchisee and its Owners represent and warrant that neither they nor any Owner or Affiliate referred to above has violated, and each of them agrees not to violate, any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/ hr3162.html), U.S. Executive Order 13224 (text currently available at http://www.treas.gov/offices/ enforcement/ofac/legal/eo/13224.pdf), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee and its Owners will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

XXVII. ACKNOWLEDGMENTS.

27.1 Risks. Franchisee acknowledges that Franchisee has conducted an independent investigation of the Slim Chickens System and has recognized that the business venture contemplated by this Agreement involves business risks and uncertainties, and Franchisee's success will be largely dependent upon the ability of the Franchisee as an independent business entity.

EXCEPT AS MAY BE SET FORTH IN FRANCHISOR'S DISCLOSURE DOCUMENT, FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED, ANY WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

_____ Franchisee's Initials

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE EXHIBITS HERETO AND THE AGREEMENTS RELATING THERETO, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED OR THE DATE ON WHICH PAYMENT WAS MADE IN CONNECTION WITH A PROPOSED FRANCHISE SALE.

_____ Franchisee's Initials

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTANDS THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY, AND HAS ENCOURAGED FRANCHISEE, TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

_____ Franchisee's Initials

FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE RESTAURANT WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS, AND WHICH INCLUDE: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.

_____ Franchisee's Initials

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above-written.

WITNESS:	FRANCHISOR: SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
_____	By: _____
_____	Title:_____
WITNESS:	FRANCHISEE:
_____	By: _____
_____	Title:_____

EXHIBIT A TO FORM FRANCHISE AGREEMENT

SITE ACCEPTANCE FORM

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

FRANCHISE SITE ACCEPTANCE FORM

Franchisee:_____

Street: _____

City/State/Zip:_____

ACCEPTANCE AND RELEASE BY FRANCHISEE

The undersigned Franchisee hereby accepts the above location for a Slim Chickens Restaurant at such location, subject to actual site acquisition and the obtaining of all governmental approvals and permits necessary to construct a restaurant at such location.

The undersigned Franchisee further acknowledges and agrees as follows:

1. Acceptance and consent to development of the site by Slim Chicken's Development Company, LLC, a Delaware limited liability company ("Franchisor"), is not complete until Franchisee has been notified in writing of same and Franchisor has executed this form. Any expenses or liabilities incurred by Franchisee prior to formal acceptance or rejection of a site will be at the risk, and are the sole responsibility, of Franchisee.

2. Franchisee's acceptance of such site location is not a result of any sales representations, estimates or predictions made by Franchisor.

3. Although Franchisor's personnel have considerable experience in locating restaurant sites, neither their assistance nor Franchisor's consent to development of the site is any guarantee, representation or warranty as to the success or results Franchisee will experience at the site.

4. Real estate site selection and evaluation is an art, not a science, and many variables affect and determine the success or failure of a given restaurant site. Franchisee has obtained, or had the opportunity to obtain legal, financial and other expert advice in the selection process for the above site.

5. Franchisee hereby assumes all risk of business success or failure of the site. Franchisee further agrees that Franchisor and its personnel have satisfactorily fulfilled their obligations under the Franchise Agreement between the parties in connection with the site selection and evaluation.

6. Franchisee recognizes that Franchisor assumes no liability and makes no representation or warranty as to the treatment by Franchisee of a restaurant building or its acquisition cost for financial statement or tax purposes including, without limitation, the classification of the building for depreciation

purposes, the availability of accelerated depreciation or any other tax benefit or deduction under the Internal Revenue Code.

7. In consideration of Franchisor's consent to development, assistance in selecting and/or evaluating the site and agreeing to provide advice with respect to related matters, Franchisee does hereby release and forever discharge Franchisor, its officers, employees, agents, successors and assigns from any and all claims, causes of action, damages and demands of any type whatsoever which Franchisee now has, or hereafter may have, for or by reason of any advice, assistance, consent or the like relating to site selection, site evaluation or any other matter described herein.

8. Franchisee specifically acknowledges that Franchisee has not received any oral or written information or representations related to the potential success, sales potential, economic viability, etc. of this location or any related locations or markets from Franchisor or any of its representatives except as may be contained in Franchisor's Franchise Disclosure Document. Franchisee is submitting this location for consent by Franchisor based on Franchisee's unique business judgment and not in reliance upon any representations by Franchisor or its representatives.

FRANCHISEE:

Date:_____ By: _____

_____
(Print Name)
Title:_____

STATE OF _____

COUNTY OF _____

The foregoing was executed before me this _____ day of _____, 20___, by _____, as _____ of _____. S/He is personally known to me or provided the following identification: _____.

(NOTARY SEAL)

_____
Printed Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACCEPTANCE AND APPROVAL OF SITE BY SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

_____ _____
Printed Name: Date
Title:

EXHIBIT B TO FORM FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Lease Addendum ("Addendum"), dated _____, 20__, is entered into between _____("Lessor"), and _____("Lessee").

RECITALS

A. The parties have entered into a Lease Agreement, dated _____, 20__, (the "Lease") for the premises located at _____ (the "Premises").

B. Lessee, as a franchisee of Slim Chicken's Development Company, LLC ("Franchisor") has agreed to use the Premises only for the operation of a restaurant from the Premises pursuant to a Franchise Agreement (the "Franchise Agreement") with Franchisor under the name Slim Chickens or other name Franchisor designates (the "Restaurant").

C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum.

AGREEMENT

Lessor and Lessee agree as follows:

1. Remodeling and Decor. Lessor agrees to allow Lessee to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises pursuant to the Franchise Agreement and any successor Franchise Agreement.

2. Assignment. Lessee has the right to assign all of its right, title and interest in the Lease to Franchisor or Franchisor's affiliates or successors at any time during the term of the Lease, including any extensions or renewals, without first obtaining Lessor's consent. No assignment will be effective, however, until Franchisor or its designated affiliate or successor gives Lessor written notice of its acceptance of the assignment. If Franchisor elects to assume the lease under this paragraph or unilaterally assumes the lease as provided for in subparagraphs 3(c) or 4(a), Lessor and Lessee agree that (i) Lessee will remain liable for the responsibilities and obligations, including amounts owed to Lessor, arising prior to the date of assignment, and (ii) Franchisor will have the right to sublease or assign the Lease to another franchisee, provided the franchisee agrees to operate the Restaurant as a Slim Chickens Restaurant pursuant to a Franchise Agreement with Franchisor. Franchisor will be responsible for the lease obligations incurred after the effective date of the assignment.

3. Default and Notice.

   (a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor agrees to give Lessee and Franchisor written notice of such default or violation within a reasonable time after Lessor knows of its occurrence. Lessor agrees to provide Franchisor the written notice of default as written and on the same day Lessor gives it to Lessee. Although Franchisor is under no obligation to

cure the default and unilaterally assume Lessee's interest in the lease as provided in Paragraph 3(c). Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which to cure the default or violation.

(b) All notices to Franchisor must be sent by registered or certified mail, postage prepaid, to the following addresses:

Slim Chicken's Development Company, LLC
Attention: Sam Rothschild
1088 E Millsap Road
Fayetteville, Arkansas 72703

With a copy to:

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees to notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

(c) Upon Lessee's default and failure to cure a default under either the Lease or the Franchise Agreement, Franchisor has the right (but not the obligation) upon curing Lessee's default, to unilaterally assume Lessee's interest in the Lease in accordance with Paragraph 2.

4. Termination or Expiration.

(a) Lessor acknowledges that, upon the default, expiration or termination of the Franchise Agreement, or any other agreement between Lessor and Franchisor, Franchisor has the right (but not the obligation) to unilaterally assume Lessee's interest in the Lease in accordance with Paragraph 2, and agrees that, if Franchisor does so, Lessor will look to Franchisor as the lessee under the Lease for and after such date, provided Lessor receives written notice of the assumption from Franchisor.

(b) Upon the expiration or termination of the Lease, if Franchisor does not assume Lessee's interest in the Lease, Lessor agrees to cooperate and allow Franchisor to enter the Premises, without cost and without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and all other items identifying the Premises as a Slim Chickens Restaurant and to make such other modifications as are reasonably necessary to protect the marks and system, and to distinguish the Premises from Slim Chickens Restaurants. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor agrees to permit Franchisor to remove all such assets being purchased by Franchisor.

5. Consideration; No Liability.

(a) Lessor acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement and that Lessee may not operate the Restaurant on the Premises without this Addendum.

(b) Lessor acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor and that Lessor has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor, except as expressly set forth herein.

(c) Nothing contained in this Addendum makes Franchisor or its affiliates a party or guarantor to the Lease, and does not create any liability or obligation of Franchisor or its affiliates, except as expressly set forth herein.

6. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by the parties and the parties have obtained Franchisor's written consent.

7. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect.

8. Miscellaneous.

(a) Franchisor is a third party beneficiary of this Addendum.

(b) References to the Lease and to the Franchise Agreement include all amendments, addenda, extensions and renewals to the documents.

(c) References to Lessor, Lessee and Franchisor include the successors and assigns of each of the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above.

LESSEE:	LESSOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT C TO FORM FRANCHISE AGREEMENT

NOTICE OF COMMENCEMENT DATE

Name of Franchisee:_____ ("Franchisee").
Franchise Agreement Dated:_____(the "Franchise Agreement").
Franchise Premises Address:_____
_____
_____
Store Number:_____

NOTICE is hereby given to Franchisee pursuant to Section 2.1 of the Franchise Agreement that the Term of the date of commencement of operation of the subject Restaurant is _____, 20___, and that the Term will expire on _____, _____, unless the Franchise Agreement is terminated earlier, pursuant to its terms and conditions.

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

_____
Name:
Title:

EXHIBIT D TO FORM FRANCHISE AGREEMENT

AUTHORIZATION TO DEDUCT PAYMENTS ON MY BANK ACCOUNT
AND TO PRESENT THEM FOR PAYMENT

To: Slim Chicken's Development Company, LLC

I (We) hereby request and authorize Slim Chicken's Development Company, LLC ("Slim Chicken's") to deduct payments on the bank account of

_____
Print Name of Bank Depositor as Shown on Bank Records Checking Account Number
Bank Depositor's EIN: _____
Maintained at the _____
Name of Bank and Branch

_____ _____
Address of Bank Bank Routing Symbol

For weekly payment of the Royalty Fee and Advertising Fund Contributions, and any other payments due under the Franchise Agreement or any other agreement between the parties. This authorization is to remain in effect until revoked by either of us in writing, and until Slim Chicken's actually receives such written notice of revocation, I (We) agree that Slim Chicken's will be fully protected in drawing such payments.

I (We) understand that if any such payment is dishonored by the Bank and any Royalty Fee and Advertising Fund Contributions or any other payments due Slim Chicken's is not paid within the time stipulated in the Franchise Agreement, Slim Chicken's may take legal action to collect.

This authorization will be effective upon opening of the Restaurant for business and may be used to collect all Royalty Fee and Advertising Fund Contributions and any other payments due to Slim Chicken's under the Franchise Agreement or any other agreement between Franchisee and Slim Chicken's.

I (We) accept the conditions specified above.

_____ _____
Date Signature of Depositor/Franchisee

AUTHORIZATION TO HONOR PAYMENTS DRAWN BY AND PAYABLE TO
SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

Name of Depositor as shown on Bank Records: _____

To: _____
(Name and Address of Bank)

I (We) hereby request and authorize you to pay and charge to my account payments drawn on my account by and payable to Slim Chicken's Development Company, LLC, provided there are sufficient funds in that account to pay the same upon presentation.

This authorization is to remain in effect until revoked by me in writing and until you actually receive

notice of such revocation, I (We) agree that you will be fully protected in honoring any such payment. I (We) agree that your treatment of each such payment and your rights in respect to it will be the same as if it were personally signed by me. I (We) further agree that if any such payment be dishonored, whether with or without cause, you will be under no liability whatsoever.

Date	Bank Signature of Depositor/Franchisee

EXHIBIT E TO FORM FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20__, by _____ .

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith (the "Agreement") by Slim Chicken's Development Company, LLC ("Franchisor"), each of the undersigned hereby personally, unconditionally and irrevocably (1) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and any extension or renewal thereof and thereafter until all obligations of Franchisee to Franchisor and its successors and assigns have been satisfied, that _____ ("Franchisee") and Franchisee's heirs, successors and assigns will punctually pay all sums due Franchisor under, and perform each and every undertaking, agreement and covenant set forth, in the Agreement, and in any other franchise agreement between Franchisee and Franchisor whether now in existence or hereafter entered into; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this guaranty will be joint and several; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims against any one or more of the undersigned, or the consent to any assignment of the Agreement or any interest in Franchisee, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable during the term of the Agreement and any extension or renewal thereof and thereafter until all obligations of Franchisee to Franchisor and its successors and assigns have been satisfied.

Until all obligations of Franchisee to Franchisor have been satisfied, the obligations of the undersigned under this Guaranty and Assumption of Obligations will remain in full force and effect without regard to, and will not be released, discharged or in any way modified or affected by, any circumstance or condition (whether or not the undersigned will have any knowledge or notice thereof), including, without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding, with respect to Franchisee or its properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding. Each of the undersigned specifically waives any rights that may be conferred under Arkansas state law or the state law any similar provision of the applicable law of any other state. The remedies provided herein will be nonexclusive and cumulative of all other rights, powers and remedies provided under the Agreement or at law or in equity.

EACH OF THE UNDERSIGNED HEREBY WAIVES AND RENOUNCES ALL RIGHTS OF REIMBURSEMENT, SUBROGATION, INDEMNITY AND EXONERATION AGAINST FRANCHISEE, ALL RIGHTS OF RECOURSE TO OR WITH RESPECT TO FRANCHISEE OR ANY ASSETS OR PROPERTY OF FRANCHISEE AND FROM ANY OTHER PERSON OR ENTITY IN ANY WAY DIRECTLY OR CONTINGENTLY LIABLE FOR ANY OF THE INDEBTEDNESS OF FRANCHISEE TO FRANCHISOR OR ITS SUCCESSORS OR ASSIGNS. THE WAIVER AND RENUNCIATION CONTAINED IN THE PRECEDING SENTENCE IS FOR THE BENEFIT OF FRANCHISOR AND ITS SUCCESSORS AND ASSIGNS AND FRANCHISEE, WHO MAY ASSERT THE BENEFITS THEREOF AS A THIRD PARTY BENEFICIARY, AND ANY OF THE UNDERSIGNED MAY BE RELEASED FROM SUCH WAIVER AND RENUNCIATION ONLY BY THE EXECUTION AND DELIVERY BY FRANCHISOR AND ITS SUCCESSORS AND ASSIGNS AND FRANCHISEE OR AN INSTRUMENT EXPRESSLY RELEASING SUCH PERSON THEREFROM.

No delay or failure of Franchisor or its successors and assigns in the exercise of any right, power or remedy will operate as a waiver thereof, and no partial exercise by Franchisor and its successor or assigns will preclude any further exercise thereof or the exercise of any other right, power or remedy.

This Guaranty and Assumption of Obligations will be governed by and construed in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature as of the date set forth above.

GUARANTOR	DATE SIGNED	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		
_____	_____	_____%
Name:_____		

EXHIBIT F

STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT (as applicable)

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Financial Protection and Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws shall control.

b. If Franchisee is required in the Franchise Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

c. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

d. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the covenant may be unenforceable under California law.

e. If the Franchise Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

f. If the Franchise Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

g. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

2. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the "Amendment"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994) (the "Act"). To the extent that this Agreement contains provisions that are inconsistent with the following, those provisions are amended as follows:

a. Sections 705/19 and 705/20 of the Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, are unenforceable with respect to claims under the Act.

c. Any provision that designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with Illinois law, Illinois law will control.

e. To the extent that the Act prohibits the disclaimer of representations contained in Franchisor's Franchise Disclosure Document, the Franchise Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

f. Section 41 of the Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law will control.

g. Illinois Franchise Disclosure Act paragraph 705/27 provide rights to you concerning periods of limitation for bring claims under this Agreement. If this Agreement contains a provision that is inconsistent with the Act, but the Act shall control.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this

Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have signed this Agreement. On execution and delivery of this Agreement by both parties, the effective date will be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____ _____
By: _____ Print Name: _____ Its: _____	By: _____ Print Name: _____ Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Franchisee is required in this Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

b. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

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

c. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

d. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. All representations in this Agreement requiring prospective franchisees to assent to any release, estoppel or waiver of liability are not intended to and shall not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Franchise Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that Franchisee be given sufficient opportunity to operate the franchise in order to enable Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Franchise Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

2. Each provision of this Agreement and/or the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Franchise Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

c. Notwithstanding any rights you may have in the Franchise Agreement permitting You to terminate the Franchise Agreement, You may also have additional rights to terminate the Franchise Agreement on any grounds available by law.

d. With respect to any transfer or assignment by Franchisor, no assignment will be made except to an assignee who, in good faith and judgment of Franchisor, is willing and financially able to assume Franchisor's obligations under the Franchise Agreement.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____

By: _____
Print Name: _____
Its: _____

Effective Date: _____

_____

By: _____
Print Name: _____
Its: _____

Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate North Dakota Law, or a rule or order under North Dakota Law, such release shall exclude claims arising under North Dakota Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota Law. If the Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.

d. If the Franchise Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law shall control.

e. If the Franchise Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under North Dakota Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.

f. Section 25.11 of the Franchise Agreement entitled "Waiver of Special Damages" is deleted in its entirety.

g. Section 25.13 of the Franchise Agreement entitled "Jury Trial Waiver" is deleted in its entirety.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of North Dakota Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
	Date: _____
Effective Date: _____	

AMENDMENT TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

The Slim Chicken's Development Company, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Slim Chicken's Development Company, LLC ("Franchisor") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the "Amendment"):

WASHINGTON LAW MODIFICATIONS

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such a s right to a jury trial may not be enforceable.

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

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

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. Notwithstanding anything to the contrary in the Franchise Agreement, Franchisor will limit the

securities offering fee to the Franchisor's reasonable costs and expenses in reviewing the Franchisee's security offering.

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

FRANCHISOR	**FRANCHISEE**
Slim Chicken's Development Company, LLC, a Delaware limited liability company	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

EXHIBIT D

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Oversight
Department of Financial Protection and Oversight
One Sansome Street, Suite 600
San Francisco, California 94104-4428

HAWAII
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registrations Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA
Secretary of State
201 State House
200 W. Washington Street
Indianapolis, Indiana 46204

MARYLAND
Maryland Securities Commissioner
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN
Department of Labor & Economic Growth
Commercial Services & Corporations Bureau
611 W. Ottawa Street
Lansing, Michigan 48909

MINNESOTA
Minnesota Dept. of Commerce
85 7th Place East, Suite 2802022 FDD
St. Paul, MN 55101-2198
(651) 539-1500

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street
New York, New York 10005
(212) 416-8236

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, ND 58505
(701) 328-4712

OREGON
Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND
Director
Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre SD 57501
(605) 773-3563

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN
Commissioner of Securities
Fourth Floor
345 West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT E

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EXHIBIT F

LIST OF FRANCHISEES

Franchisees as of January 2, 2022

* means that the Restaurant opened during our 2021 fiscal year
**means that the Restaurant closed during our 2021 fiscal year
***means no open Restaurants yet for the Franchisee

Name	Address	City	State	Zip Code	Telephone
Alabama					
*Legends Development, LLC	8168 US Highway 72 W.	Huntsville	AL	35758	(256) 715-4447
*Heart of the South Foods, Inc.	635 Skyland Boulevard	Tuscaloosa	AL	35405	(205) 632-1085
***Dixie Chicken AL, LLC	42 Parkstone Circle	North LittleRock	AR	72116	(501) 372-2000
Arizona					
***AZ Slims Real Estate	6650 N. 99th, Suite 108	Avondale	AZ	85016	(602) 864-9874
Arkansas					
Dixie Chicken, LLC	7831 Alcoa Rd.	Benton	AR	72019	(501) 408-4677
*Dixie Chicken, LLC	304 S. Rockwood Dr	Cabot	AR	72023	(501) 941-7546
Dixie Chicken, LLC	550 E Salem Rd	Conway	AR	72033	(501) 450-7546
Dixie Chicken, LLC	1720 North West Ave.	El Dorado	AR	71730	(870) 444-4117
Compass Group USA,Inc.	1050 W Dickson St	Fayetteville	AR	72701	(479) 575-7125
Dixie Chicken, LLC	7501 Phoenix Ave	Fort Smith	AR	72903	(479) 434-6500
***Scott Davis, Cody Davis & Rick Davis, Jointly & Severally	104 Tulaka Blvd.	Heber Springs	AR	72543	(870) 613-0295
Dixie Chicken, LLC	1384 Higdon Ferry Rd, Suite A	Hot Springs	AR	71913	(501) 463-9797
Dixie Chicken, LLC	2820 E. Highland Drive	Jonesboro	AR	72401	(870) 935-7546
Dixie Chicken, LLC	4500 W Markham	Little Rock	AR	72201	(501) 901-0111
Dixie Chicken, LLC	301 N Shackleford Rd	Little Rock	AR	72201	(501) 954-9999
Dixie Chicken, LLC	7514 Cantrell Rd	Little Rock	AR	72207	(501) 246-5791
Dixie Chicken, LLC	16105 Chenal Pkwy	Little Rock	AR	72223	(501) 379-9553

Compass Group USA,Inc.	306 W. O Street, Baswell Techionery Student Union	Russellville	AR	72801	(704) 328-4041
Dixie Chicken, LLC	2200 E. Main Street	Russellville	AR	72708	(479) 498-8081
DHR Chicken, LLC	402 E Beebe-Caps Expressway	Searcy	AR	72143	(501) 203-0041
Colorado					
Mile High Chicken, LLC	3900 Tower Road	Aurora	CO	80011	(720) 263-1655
Mile High Chicken, LLC	425 North Wilcox St.,#210 (Food Truck)	Castle Rock	CO	80104	(254) 405-4878
Mile High Chicken, LLC	5697 S. Himalaya Street	Centennial	CO	80015	(720) 487-1388
Mile High Chicken, LLC	1864 Democracy Point	Colorado Springs	CO	80011	(719) 463-0044
Florida					
*North Florida Restaurant Group, Inc.	131 Miracle Strip Parkway SW	Fort Walton Beach	FL	32548	(850) 659-06330
***Florida Slim Guys, LLC	726 Driftwood Drive	Lynn Haven	FL	32444	(850) 527-2330
*North Florida Restaurant Group, Inc.	2915 S. Hwy 77	Lynn Haven	FL	32444	(850) 441-3736
***Primestar Florida, LLC	4702 SW 74th Ave	Miami	FL	33155	(305) 318-3254
North Florida Restaurant Group, Inc.	300 West 23rd Street	Panama City	FL	32405	(850) 640-1586
*North Florida Restaurant Group, Inc.	707 W. Nine Mile Rd.	Pensacola	FL	32534	(850) 741-2155
***KRG Slim Holdings, LLC	2001 Thomasville, Rd, Suite B-300	Tallahassee	FL	32308	(850) 228-7339
*Army and Airforce Exchange Service	3108 N. Boundary Blvd., Building 926	Tampa	FL	33608	(813) 840-2200
Georgia					
*Southeast Slims Hospitality, LLC	4311 Washington Rd.	Evans	GA	30809	(706) 434-8872
***Garg, LLC	3000 Minnesota Ave	Lynn Haven	FL	32444	(850) 832-4264
*** JR Hospitality Development, LLC	250 Kendemere Pointe	Roswell	GA	30075	(404) 987-9245
***Florida's Best Chicken, LLC	4220 Edison Lakes Parkway, Suite 300	Mishawka	IN	46545	(574) 298-0483
***Dixie Chicken GA,LLC	42 Parkstone Circle	North Little Rock	AR	72116	(501) 372-2000

Idaho					
***Ultra Vortex Chicken, LLC	2116 E. Falcon Ridge Dr.	Draper	UT	84020	(801) 913-1944
Illinois					
R Solution Holdings, LLC	2037 S Neil St	Champaign	IL	61820	(217) 356-7546
R Solution Holdings, LLC	13429 S. Route 59	Plainview	IL	60544	(815) 230-5881
Indiana					
***Primestar Indiana, LLC	4702 SW 74th Ave	Miami	FL	33155	(305) 318-3254
Iowa					
***Edotto Development, LLC	5105 S. Crossing Place, Suite 4	Sioux Falls	SD	58108	(605) 367-0848
Kansas					
3PRG Management, LLC	701 Wakarusa Dr.	Lawrence	KS	66049	(785) 842-1276
3PRG Management, LLC	8700 Long Street	Lenexa	KS	66215	(913) 492-4430
3PRG Management, LLC	6591 Johnson Drive	Mission	KS	66202	(913) 236-2970
3PRG Management, LLC	9001 W 135th St.	Overland Park	KS	66221	(913) 283-9124
3PRG Management, LLC	2313 N Greenwich St	Wichita	KS	67226	(316) 636-9263
Kentucky					
Slims Chicken Coop, LLC	702 Carter Ave.	Ashland	KY	41101	(606) 420-4317
*Houchens Food Group, Inc.	1851 Scottsville Rd	Bowling Green	KY	42101	(270) 780-9547
Slims of Pikeville, LLC	145 S. Mayo Trail	Pikeville	KY	41501	(606) 766-7546
HNB Multi-National LLC	1004 US-27	Somerset	KY	42501	(606) 416-5208
Louisiana					
Southern Slims, LLC	5081 Cypress St	West Monroe	LA	71291	(318) 396-5099
*** Dixie Chicken TX, LLC	42 Parkstone Circle	North Little Rock	AR	72116	(501) 372-2000 ext. 221
Maryland					
***D&D Slims, LLC	P.O. Box 1341	Leonardtown	MD	20650	301-481-2364
Minnesota					

***TTTH Holdings, LLC	137 S. 2nd Ave	Waite Park	MN	56387	(320) 267-2968
Michigan					
*** FHG Slims, Inc.	101 N. College Ave	Bloomington	IN	47404	(317) 696-0842
Mississippi					
Southern Partners, LLC	819 Lake Harbour Dr.	Ridgeland	MS	39157	(601) 991-2782
DHR Chicken, LLC	6505 Getwell Road	Southaven	MS	38672	(662) 470-6388
Southern Partners, LLC	518 S. Montgomery St,	Starkville	MS	37957	(662) 268-8203
Missouri					
SCMO DevelopmentGroup, LLC	2641 Trimble Rd	Columbia	MO	65201	(573) 514-7680
Army and Airforce Exchange Service (AAFES)	7068 Nebraska Avenue, Bldg. 1605	Fort LeonardWood	MO	65473	(573) 329-0800
*3PRG Management, LLC	4641 Cochise Court	Independence	MO	64055	(816) 373-0142
*R Solution Holdings, LLC	2207 Missouri Boulevard	Jefferson City	MO	65109	(573) 616-4034
SCMO DevelopmentGroup, LLC	1941 W Elm St	Lebanon	MO	11001	(417) 991-2552
3PRG Management, LLC	126 S. Stewart Road	Liberty	MO	64068	(816) 781-8851
*R Solution Holdings, LLC	1515 Hampton Ave	St. Louis	MO	63199	(314) 932-7723
R Solution Holdings, LLC	31 The Plaza	Troy	MO	63379	(636) 775-1654
Montana					
Preferred Development, LLC	1450 Prospect Avenue	Helena	MT	59601	(406) 422-4307
Nebraska					
Mid-West Slims, LLC	1601 Pine Lake Rd	Lincoln	NE	68512	(402) 904-5515
Mid-West Slims, LLC	5805 S 85th St	Lincoln	NE	68526	(402) 904-5491
Nevada					
***Roper Foods Nevada, LLC	4990 Rocklin Road, Suite 100	Rocklin	CA	95677	(916) 628-8800
North Carolina					
***Break Bread Ventures, LLC	1334 Bellemeade Lane	Charlotte	NC	28270	(704) 905-3179
***SCDL, LLC	705 Glenmore Drive	Knightdale	NC	27545	(919) 317-2916
*** JR Hospitality Development, LLC	250 Kendemere Pointe	Roswell	GA	30075	(404) 987-9245

North Dakota					
Preferred Development,LLC	1416 S. Broadway	Minot	ND	58701	(701) 839-7838
Ohio					
OH Slims, LLC	1822 Nagel Road	Avon	OH	44011	
***DJ Chicken, LLC	4887 Sodom Hutchings Rd.	Farmdale	OH	44417	(330) 442-2709
OH Slims, LLC	9545 OH-14	Streetsboro	OH	44241	(330) 548-9456
OH Slims, LLC	7345 E Peakview Ave. (Food Truck)	Centennial	CO	80112	(303) 246-4931
Oklahoma					
AP Restaurant Group, LLC	1100 East Hillside Dr.	Broken Arrow	OK	74012	(918) 940-3255
AP Restaurant Group, LLC	555 S. Kelly Ave	Edmond	OK	73003	(405) 340-6770
HNB Multi-National LLC	6731 NW Cache Rd	Lawton	OK	74055	(580) 215-5018
AP Restaurant Group, LLC	100 SW 19ths Street	Moore	OK	73160	(405) 703-8949
AP Restaurant Group, LLC	2627 Classen Blvd	Norman	OK	73071	(405) 310-6287
AP Restaurant Group, LLC	8712 N. Garnet Road	Owasso	OK	74055	(539) 208-5198
AP Restaurant Group, LLC	11012 E. 81st Street S	Tulsa	OK	74133	(539) 367-1001
AP Restaurant Group, LLC	5841 NW Expressway	Warr Acres	OK	73132	(405) 470-7179
AP Restaurant Group, LLC	700 W. Hall of Fame Avenue (Stadium)	Stillwater	OK	74078	(512) 944-2678
Oregon					
***Ultra Vortex Chicken, LLC	2116 E. Falcon Ridge Dr.	Draper	UT	84020	(801) 913-1944
Pennsylvania					
*The Pennsylvania State University	101C Hub Robeson Center	University Park	PA	16802	(814) 863-7376
South Carolina					
***Chandler Restaurant Group, LLC	6041-C Garners Ferry Rd.	Columbia	SC	29209	(404) 290-9044
*** JR Hospitality Development, LLC	250 Kendemere Pointe	Roswell	GA	30075	(404) 987-9245
South Dakota					
TNT Chicken, Inc.	1517 South MinnesotaAve	Sioux Falls	SD	57105	(605) 271-5227
TNT Chicken, Inc.	2711 S. Louise Ave	Sioux Falls	SD	57106	(605) 271-2701
Tennessee					
DHR Chicken, LLC	8477 Highway 64	Bartlett	TN	38133	(901) 347-2665
DHR Chicken, LLC	501 W. Poplar Ave	Collierville	TN	38017	(901) 221-8762
Life Changing Hospitality, LLC	218 East Main St.	Hendersonville	TN	37075	(615) 991-5150

Scott Davis, Cody Davis and Ricky Davis, jointly and severally	6 Channing Way	Jackson	TN	38305	(731) 868-4155
Life Changing Hospitality, LLC	4161 N. Mt. Juliet Road	Mt. Juliet	TN	37122	(615) 553-4777
Life Changing Hospitality, LLC	229 N Thompson	Murfreesboro	TN	37129	(615) 203-6156
*** JR Hospitality Development, LLC	250 Kendemere Pointe	Roswell	GA	30075	(404) 987-9245
Texas					
C&G Ventures, LP	8170 I-4- Frontage Rd	Amarillo	TX	79106	(806) 803-9990
C&G Ventures, LP	8170 W. Interstate 40 Frontage Road	Amarillo	TX	79106	(806) 803-9990
Slim Street NADG Operating, LP	9100 N Central Expy,Suite 141	Dallas	TX	75231	(469) 446-9016
***Slim Brothers LLC	160 Bryan St, Suite M-210	Dallas	TX	75201	(469) 412-6857
Army and Airforce Exchange Service (AAFES)	Building 48830, S. Clear Creek Road	Fort Hood	TX	76544	(254) 432-4084
*Army and Airforce Exchange Service (AAFES)	AAFES Exchange Shopping Center, 2500 Funston Road, B-2542	Fort Sam Houston	TX	78234	(210) 974-6026
Slim Street NADG Operating, LP	5528 N. Tarrant Parkway	Fort Worth	TX	76244	(817) 849-9101
Slim Street NADG Operating, LP	9770 Dallas Parkway	Frisco	TX	75033	(214) 618-0377
*Big Star Chicken LLC	12530 Bandera Rd.	Helotes	TX	78023	(210) 455-7390
*TX-SC Ventures, LLC	510 FM 1960	Houston	TX	77090	(281) 318-7145
TX-SC Ventures, LLC	9255 W. FM 1960 Bypass Rd.	Humble	TX	77338	(281) 318-7145
Slim Street NADG Operating, LP	1420 Precinct Line Rd.	Hurst	TX	76053	(817) 510-6616
Slim Street NADG Operating, LP	3265 Regent Blvd.	Irving	TX	75063	(214) 496-0263
TX-SC Ventures, LLC	23320 Mercantile Parkway	Katy	TX	76244	(832) 437-0226
TX-SC Ventures, LLC	30255 Loop 494	Kingwood	TX	77339	(832) 644-5928
*TX-SC Ventures, LLC	8940 Spencer Highway	La Porte	TX	77571	(281) 884-8728
BBL Holdings, Inc.	204 E. Loop 281	Longview	TX	75605	(903) 236-2909
C&G Ventures, LP	5508 4th St	Lubbock	TX	79416	(806) 780-6446

C&G Ventures, LP	4509 98th St	Lubbock	TX	79424	(806) 368-3723
C&G Ventures, LP	2405 19th St	Lubbock	TX	79401	(806) 701-4535
C&G Ventures, LP	7801 University Avenue	Lubbock	TX	79423	(806) 701-5055
Slim Street NADG Operating, LP	3600 E. Broad St	Mansfield	TX	76063	(817) 225-4910
*TX-SC Ventures, LLC	11131 Broadway Street	Pearland	TX	77584	(346) 699-0150
BBL Holdings, Inc.	4201 Stateline	Texarkana	TX	75503	(903) 792-7546
BBL Holdings, Inc.	7925 S Broadway, Suite 100	Tyler	TX	75703	(903) 561-7546
BBL Holdings, Inc.	3922 Troup Hwy	Tyler	TX	75703	(903) 630-7881
*BBL Holdings, Inc.	5804 Bosque Blvd.	Waco	TX	76710	(254) 301-7296
Slim Street NADG Operating, LP	1802 S Main St	Weatherford	TX	76086	(817) 550-6545
*** Dixie Chicken TX, LLC	42 Parkstone Circle	North Little Rock	AR	72116	(501) 372-2000 ext. 221
Utah					
*Mile High Chicken, LLC	5167 W. Anthem Park Blvd	Herriman	UT	84096	(801) 542-9998
Mile High Chicken, LLC	1250 East State Street	Lehi	UT	84043	(385) 484-0555
Virginia					
*Sodexo Operations, LLC	1940 Liberty Mountain Dr	Lynchburg	VA	24502	(434) 582-2262
Washington					
*Army and Airforce Exchange Service (AAFES)	Fort Lewis Exchange, Pendleton ave & 14th St.	Fort Lewis	WA	98433	(235) 964-4430
***BEK Enterprises,LLC	264 Southern Lake	Texarkana	TX	75501	(903) 733-0934
Wisconsin					
*** Prel Investments, Inc.	1001 W. 5th St.	Marshfield	WI	54449	(715) 937-0119

EXHIBIT G

LIST OF FRANCHISEES WHO HAVE LEFT THE SLIM CHICKENS SYSTEM

Alabama

Goldt Foods, LLC
759 Bedford Oaks Drive
Marietta, GA 30068

Kentucky

Dotson Global, Inc.
1131 McClure Rd
Winchester, KY 40391

New Jersey

Jersey Boyz
565 Morris Ave.
Springfield, NJ 07081
(closed 1 Restaurant)

Ohio

DJ Chicken, LLC
4887 Sodom Hutchings Rd
Farmdale, OH 44417

Texas

Slim Ventures, LLC
305 Harpole Rd. E.
Argyle, TX

EXHIBIT H

FINANCIAL STATEMENTS

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

January 2, 2022, January 3, 2021 and December 29, 2019

Financial Statements

With

Independent Auditor's Report

FROST, PLLC
Certified Public Accountants

FROST, PLLC
Certified Public Accountants

Independent Auditor's Report

Member
Slim Chicken's Development Company, LLC
Fayetteville, Arkansas

Opinion

We have audited the financial statements of Slim Chicken's Development Company, LLC, which comprise the balance sheet as of January 2, 2022, January 3, 2021 and December 29, 2019, and the related statements of operations, member's equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Slim Chicken's Development Company, LLC as of January 2, 2022, January 3, 2021 and December 29, 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of Slim Chicken's Development Company, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Notes 1.a. and 7 to the financial statements, Slim Chicken's Development Company, LLC is affiliated by common ownership with other entities and share certain resources and expenses. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audits of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Frost, PLLC

Certified Public Accountants

Little Rock, Arkansas
April 8, 2022

SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC

Balance Sheet

January 2, 2022, January 3, 2021 and December 29, 2019

	2021	2020	2019
Assets			
Current assets			
Cash and cash equivalents	$ 9,909,484	$ 4,512,511	$ 736,720
Restricted cash - advertising fund	1,582,214	977,499	353,994
Certificates of deposit	3,000,000	-	3,000,000
Receivables	2,281,184	1,063,408	499,143
Receivables - related parties (including advertising fund)	989,854	3,588,377	2,868,005
Restricted receivables - advertising fund	74,176	47,667	25,726
Prepaid expenses	54,132	35,034	31,848
Total current assets	17,891,044	10,224,496	7,515,436
Property, plant and equipment			
Land	189,684	189,684	189,684
Building	1,391,014	1,391,014	1,391,014
Vehicles	95,799	124,691	147,565
Accumulated depreciation	(273,316)	(246,144)	(194,620)
Property, plant and equipment, net	1,403,181	1,459,245	1,533,643
Other assets			
Due from affiliates	-	-	50,000
Total assets	$ 19,294,225	$ 11,683,741	$ 9,099,079
Liabilities and Member's Equity (Deficit)			
Current liabilities			
Accounts payable	$ 33,376	$ 103,152	$ 116,761
Accounts payable - related parties	77,772	512,989	190,300
Accrued expenses	1,932,387	1,169,991	662,261
Accrued interest payable	2,127	4,149	3,411
Current portion of deferred franchise development fees	1,237,361	820,441	611,439
Current portion of note payable	53,379	51,001	48,733
Total current liabilities	3,336,402	2,661,723	1,632,905
Long-term liabilities			
Deferred franchise development fees, less current portion	7,187,096	3,865,092	2,631,505
Note payable, less current portion	1,346,886	1,400,266	1,451,267
Due to parent	3,975,000	3,975,000	3,975,000
Total long-term liabilities	12,508,982	9,240,358	8,057,772
Total liabilities	15,845,384	11,902,081	9,690,677
Member's equity (deficit)	3,448,841	(218,340)	(591,598)
Total liabilities and member's equity (deficit)	$ 19,294,225	$ 11,683,741	$ 9,099,079

The accompanying notes are an integral part of these financial statements.

Statement of Operations

For the Years Ended January 2, 2022, January 3, 2021 and December 29, 2019

	2021	2020	2019
Revenues			
Royalty fees	$ 10,075,393	$ 5,594,368	$ 3,795,159
Advertising fund contributions	3,528,172	2,331,290	1,720,991
Franchise development fees	1,628,136	765,045	697,822
Other revenue	918,616	274,184	354,197
Total revenues	16,150,317	8,964,887	6,568,169
Operating expenses			
Payroll and related expenses	5,160,478	3,502,723	2,628,189
Management fees	1,701,482	1,513,357	1,196,080
Professional fees	401,567	343,864	186,447
Travel	1,260,740	432,076	722,196
Marketing services and other fees	498,031	567,462	580,883
Office	170,774	179,356	178,845
Advertising	3,021,925	1,691,657	1,639,799
Depreciation	61,315	70,869	75,880
Other	648,859	263,462	221,926
Total operating expenses	12,925,171	8,564,826	7,430,245
Income (loss) from operations	3,225,146	400,061	(862,076)
Other income (expense)			
Other income	492,574	-	-
Interest income	7,525	36,288	33,254
Interest expense	(58,064)	(63,091)	(470,630)
Total other income (expense)	442,035	(26,803)	(437,376)
Net income (loss)	$ 3,667,181	$ 373,258	$ (1,299,452)

The accompanying notes are an integral part of these financial statements.

Statement of Member's Equity (Deficit)

For the Years Ended January 2, 2022, January 3, 2021 and December 29, 2019

Balance (deficit) - December 31, 2018	$ (10,019,878)
Retrospective approach implementation of new revenue recognition standard (See Note 2)	(2,152,466)
Contribution from parent	12,880,198
Net loss	(1,299,452)
Balance (deficit) - December 29, 2019	(591,598)
Net income	373,258
Balance (deficit) - January 3, 2021	(218,340)
Net income	3,667,181
Balance - January 2, 2022	$ 3,448,841

The accompanying notes are an integral part of these financial statements.

Statement of Cash Flows

For the Years Ended January 2, 2022, January 3, 2021 and December 29, 2019

	2021	2020	2019
Cash flows from operating activities			
Net income (loss)	$ 3,667,181	$ 373,258	$ (1,299,452)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities			
Depreciation	61,315	70,869	75,880
Amortization of deferred financing costs	-	-	10,100
Gain on disposal of property, plant and equipment	(9,700)	(1,012)	-
Changes in operating assets and liabilities			
Receivables	(1,217,776)	(564,265)	(135,603)
Receivables - related parties (including advertising fund)	2,598,523	(720,372)	(2,681,379)
Prepaid expenses	(19,098)	(3,186)	(5,323)
Accounts payable	(69,776)	(13,609)	116,134
Accounts payable - related parties	(435,217)	322,689	51,005
Accrued expenses	762,396	507,730	270,874
Accrued interest payable	(2,022)	738	(14,469)
Deferred franchise development fees	3,738,924	1,442,589	790,478
Net cash provided (used) by operating activities	9,074,750	1,415,429	(2,821,755)
Cash flows from investing activities			
Net change in restricted receivables	(26,509)	(21,941)	(7,417)
Net change in due to affiliates	-	50,000	733,874
Net change in advertising fund payable	-	-	(206,300)
Purchase of property, plant and equipment	(5,251)	(3,459)	-
Proceeds from sale of property, plant and equipment	9,700	8,000	-
Purchase of certificates of deposit	(3,000,000)	-	(3,000,000)
Redemption of certificates of deposit	-	3,000,000	-
Net cash provided (used) by investing activities	(3,022,060)	3,032,600	(2,479,843)
Cash flows from financing activities			
Contribution from parent	-	-	12,880,198
Decrease in bank overdraft	-	-	(133,653)
Net payments on line of credit	-	-	(5,677,475)
Proceeds from issuance of long-term debt	-	-	1,500,000
Payments on note payable	(51,002)	(48,733)	(1,582,529)
Payments on other debt	-	-	(750,000)
Net cash provided (used) by financing activities	(51,002)	(48,733)	6,236,541
Net increase in cash and cash equivalents and restricted cash	6,001,688	4,399,296	934,943
Cash and cash equivalents and restricted cash - beginning of year	5,490,010	1,090,714	155,771
Cash and cash equivalents and restricted cash - end of year	$ 11,491,698	$ 5,490,010	$ 1,090,714
Supplementary disclosure of cash flow information			
Cash paid during the year for interest	$ 60,086	$ 62,353	$ 485,099
Supplementary disclosure of noncash transaction			
Conversion of promissory notes	$ -	$ -	$ 3,975,000

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

January 2, 2022, January 3, 2021 and December 29, 2019

1. **Summary of Significant Accounting Policies**

a. **Nature of operations** – Slim Chicken's Development Company, LLC (the "Company"), a Delaware limited liability company, offers franchises to operate Slim Chicken's restaurants featuring chicken tenders, chicken wings, salads, sandwiches, wraps, dipping sauces, related merchandise and beverages. The Company's offices are located in Fayetteville, Arkansas.

The Company was organized during 2011. As of January 2, 2022, January 3, 2021 and December 29, 2019, the Company has 123, 91 and 67, respectively, operating franchised locations. As of January 2, 2022, the Company has sold development rights for 598 additional locations. As of January 2, 2022, these development rights require the franchisee to open these additional locations within certain timeframes that range from 2022 to 2032. The Company's franchise stores are currently operating in over 25 states in the United States, the Middle East and the United Kingdom. The additional development rights are for potential locations in the United States, the Middle East and Ireland.

On July 1, 2019, 100% ownership of the Company was contributed to Slim Chickens Global, LLC ("Global") and 10 Point Capital SC, LLC purchased a 30% ownership interest in Global. Approximately $12.9 million was contributed to the Company and an affiliated entity assumed $3.975 million related to the convertible promissory notes as part of this transaction.

At January 2, 2022, none of the Company's obligations are specifically guaranteed by the member. Income or loss is allocated to the member in accordance with its respective membership interest.

b. **Fiscal year** – The Company operated on a 52/53 fiscal year ending on the Sunday nearest December 31 for the fiscal years ending January 2, 2022, January 3, 2021 and December 29, 2019, which consisted of 52, 53 and 52 weeks, respectively.

c. **Estimates** – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

d. **Cash and cash equivalents** – The Company considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents.

Associated with the Company's franchise agreements, it has established an advertising fund whereby funds are collected from franchisees for specific designated purposes. As such, these funds have been classified as restricted cash on the accompanying balance sheet.

1. **Summary of Significant Accounting Policies (cont.)**

e. **Receivables** – Receivables consist of royalty fees and other service fees due from the Company's franchisees. The Company reviews its franchisee accounts on a periodic basis and records a reserve for specific amounts the Company feels may not be collected. Amounts are written off at the point when collection attempts on the accounts have been exhausted. Management uses significant judgment in estimating uncollectible amounts. In estimating uncollectible amounts, management considers factors such as current overall economic conditions, industry-specific economic conditions, historical franchisee performance and anticipated franchisee performance. Past due status is determined based upon contractual terms. While management believes the Company's processes effectively address its exposure to doubtful accounts, changes in economic, industry or specific franchisee conditions may require an adjustment to the allowance recorded by the Company. As of January 2, 2022, January 3, 2021 and December 29, 2019, management considers all receivables to be fully collectible; therefore, no allowance for doubtful accounts has been established.

f. **Impairment of long-lived assets** – The Company reviews the carrying value of property, plant and equipment for impairment whenever triggering events or changes in circumstances indicate that the carrying value of an asset may not be recoverable from estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying amount exceeds the fair value of assets. The factors considered by management in performing this assessment include operating results, trends, prospects, as well as the effects of obsolescence, demand, competition and other economic factors. Based upon management's assessment, no impairment was recognized during the years ended January 2, 2022, January 3, 2021 or December 29, 2019.

g. **Property, plant and equipment** – Property, plant and equipment are stated at cost. Expenditures for major additions and improvements are capitalized, while minor replacements, maintenance and repairs are charged to expense as incurred. Depreciation is computed on the straight-line method over the estimated useful lives of the assets.

h. **Deferred financing costs** – Deferred financing costs include mortgage issuance costs that are capitalized as incurred and amortized over the term of the related debt on a straight-line basis which is considered to not be materially different than the interest method. As of December 29, 2019, the Company retired debt associated with the issuance costs.

i. **Income taxes** – Prior to July 1, 2019, the Company was a limited liability company and was taxed as a partnership. The member was taxed on the proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included on the accompanying financial statements. Effective July 1, 2019, the Company is considered a disregarded single member limited liability company for tax reporting purpose, therefore, the results are included in Global's tax return filings.

1. **Summary of Significant Accounting Policies (cont.)**

The Company's policy with respect to evaluating uncertain tax positions is based upon whether management believes it is more likely than not the uncertain tax positions will be sustained upon review by the taxing authorities, then the Company shall initially and subsequently measure the largest amount of tax benefit that is greater than 50% likely of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The tax positions must meet the more-likely-than-not recognition threshold with consideration given to the amounts and probabilities of the outcomes that could be realized upon settlement using the facts, circumstances and information at the reporting date. The Company will reflect only the portion of the tax benefit that will be sustained upon resolution of the position and applicable interest on the portion of the tax benefit not recognized. Based upon management's assessment, there are no uncertain tax positions expected to have a material impact on the Company's financial statements.

The Company is no longer subject to U.S. federal and state examinations by tax authorities for years before 2018. The Company's 2019 federal income tax return is currently under examination. The Company recognizes interest and penalties related to unrecognized tax benefits in income tax expense. During the years ended January 2, 2022, January 3, 2021 and December 29, 2019, the Company did not recognize any interest or penalties. The Company did not have any interest or penalties accrued at January 2, 2022, January 3, 2021 or December 29, 2019.

j. **Revenue recognition** – Revenue is derived from franchise development fees relating to new store openings, royalty fees charged to franchisees based on their weekly sales and certain fees and expenses charged to customers for training, travel and various other reimbursable expenses. Development fees are recognized as the Company satisfies the performance obligation over the franchise term. The development fees expected to be recognized in the next 12 months are included in current liabilities on the accompanying balance sheet. Royalty fees are recognized in income as underlying franchisee sales occur unless there is significant uncertainty concerning the collectibility of such sales, in which case royalty fees are recognized when received. See Note 2.

The Company receives advertising fund contributions from each franchisee, and the contributions are determined based on a percentage of the franchisee store's gross sales. This revenue is recognized when the funds are received.

Other service revenue is recognized at the time of service to the Company's customers.

1. **Summary of Significant Accounting Policies (cont.)**

The following table further disaggregates revenue by service type for the years ended January 2, 2022, January 3, 2021 and December 29, 2019:

	2021	2020	2019
Franchise revenues			
United States	$ 1,251,121	$ 649,446	$ 591,731
International	377,015	115,599	106,091
Royalty revenues			
United States	$ 9,489,392	$ 5,340,686	$ 3,654,895
International	586,001	253,682	140,264

k. **Advertising** – Advertising costs are expensed as incurred and are included in operating expenses on the accompanying statement of operations. The cost of advertising associated with the Company's franchise advertising fund expenditures are recorded as revenues when received and then expensed as incurred. These revenues and expenses are included on the accompanying statement of operations.

l. **Recent accounting pronouncements** – In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, "Leases (Topic 842)." Accounting by lessors is largely unchanged from existing standards. The core principle of Topic 842 is that a lessee should recognize the assets and liabilities that arise from leases. The guidance requires all leases to be recorded as assets and liabilities on the financial statements of the lessee. A lessee should recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. Under this standard, leases are considered to either be finance leases or operating leases. This consideration determines the financial statement classification of payments on lease liabilities during the lease term but assets and liabilities are required to be recorded for both. For nonpublic entities, this guidance is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Entities have the option of applying the provisions of ASU 2016-02 using either a modified retrospective approach or, alternatively, at the adoption date, with a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. On January 3, 2022, the Company adopted ASU 2016-02, which did not have any impact on its financial statements.

2. Adoption of FASB Accounting Standards Codification ("ASC") Topic 606

On December 31, 2018, the Company adopted ASC Topic 606, "Revenue from Contracts with Customers." The Company adopted ASC Topic 606 using the modified retrospective method and, accordingly, the new guidance was applied retrospectively to contracts that were not completed or substantially completed as of December 31, 2018 (the date of initial application). As a result, the Company recorded a cumulative effect adjustment of $2,152,466, reducing member's equity at December 31, 2018. Consistent with the modified retrospective transaction approach, the comparative prior periods were not adjusted to conform to the current period presentation. The following table presents how the adoption of ASC Topic 606 affected certain line items on the accompanying balance sheet:

	As of December 29, 2019		
	Recognition Under Previous Guidance	Impact of the Adoption of ASC Topic 606	Recognition Under ASC Topic 606
Deferred franchise development fees	$ 1,090,478	$ 2,152,466	$ 3,242,944

3. Line of Credit

The Company has a line of credit for $7,500,000 with a financial institution. The balance on the line of credit was $0 as of January 2, 2022, January 3, 2021 and December 29, 2019.

4. Convertible Promissory Notes

Prior to 2018, the Company issued 8% unsecured convertible promissory notes in order to provide working capital to the Company. The notes call for interest only payments due quarterly with principal due 60 months after the date of original issuance. These notes of $3.975 million were converted at the rate of $500,000 for each 1% of common equity of the Company and subject to a 20% discount on the purchase of the equity. Interest expense related to the convertible promissory notes was approximately $259,000 during the year ended December 29, 2019. These notes were assumed and converted during fiscal 2019 by a related party as part of the contribution discussed in Note 1.a.

5. **Note Payable**

Note payable consists of the following:

	2021	2020	2019
Note payable to a bank, due in monthly installments of $7,531, including interest variable at London Interbank Offered Rate plus 2.35% (4.15% at January 2, 2022), maturing in December 2029, secured by real property and a personal guaranty of certain individuals.	$ 1,400,265	$ 1,451,267	$ 1,500,000
Less current portion	53,379	51,001	48,733
Note payable, less current portion	$ 1,346,886	$ 1,400,266	$ 1,451,267

Annual aggregate maturities of the note payable are as follows:

2022	$ 53,379
2023	55,669
2024	57,904
2025	60,541
2026	63,138
Thereafter	1,109,634
	$ 1,400,265

6. **Retirement Plan**

The Company has a 401(k) Plan (the "Plan") to provide retirement benefits for its employees that was established during 2014. Employees may contribute from 1% to 86% of their annual compensation to the Plan, limited to a maximum annual amount as set periodically by the Internal Revenue Service. The Plan has a safe harbor contribution that equals 100% on the first 3% of a participant's compensation plus 50% of the next 2% of the participants' compensation. All contributions vest immediately. Employees are eligible to participate in the Plan after six months of service by the next plan entry date. Company contributions to the Plan totaled $92,836, $60,958 and $49,695 in fiscal 2021, 2020 and 2019, respectively.

7. Related Parties

The Company is affiliated with several other entities by common ownership and as such it may from time-to-time share resources and certain expenses with these affiliated organizations. For example, certain members of management or other personnel of the affiliated organizations may perform services for the Company and the Company's management and personnel may perform services for these affiliates. Management believes its practices are prudent and the expenses recognized by the Company on the accompanying statement of operations represent valid expenditures associated with the Company's operating activities. There were no formal agreements associated with these activities.

Balances with related parties are as follows:

	2021	2020	2019
Receivables - related parties (including advertising fund)	$ 989,854	$ 3,588,377	$ 2,868,005
Accounts payable - related parties	77,772	20,415	190,300
Paycheck Protection Program funding due to parent	-	492,574	-

Activity with related parties is as follows:

	2021	2020	2019
Advertising funds received from Company owned stores	$ 309,626	$ 534,825	$ 444,770
Management fees	1,701,482	1,513,357	1,196,080
Reimbursement of general and administrative expenses	159,609	648,064	590,916

During fiscal 2021, the Company recognized $492,574 in loan forgiveness income that was allocated from the parent. This amount was recorded in other income (expense) on the accompanying statement of operations for the year ended January 2, 2022.

8. Concentrations of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist primarily of trade receivables and cash. The Company generally does not require collateral from its franchisees. Such credit risk is considered by management to be limited due to the size and stability of the Company's primary franchisees, its franchisees' financial resources and the relative short collection period of these receivables.

The Company, at various times throughout the years, may maintain cash balances with financial institutions in excess of the federal deposit insurance limit. The Company manages its cash risk by maintaining deposits in sound financial institutions.

Major Franchisees

During the years ended January 2, 2022, January 3, 2021 and December 29, 2019, revenue from one franchisee totaled approximately 10%, 14% and 15%, respectively, of total revenue.

As of January 2, 2022, January 3, 2021 and December 29, 2019, receivables from one franchisee totaled approximately 1%, 20% and 43%, respectively, of total receivables.

Major Vendors

During the year ended January 2, 2022, purchases from one vendor totaled approximately 13% of total expenses. There were no purchases from vendors with total expenses exceeding 10% for the years ended January 3, 2021 or December 29, 2019.

9. Subsequent Events Evaluation Date

The Company evaluated the events and transactions subsequent to its January 2, 2022 balance sheet date and determined there were no significant events to report through April 8, 2022, which is the date the Company issued its financial statements.

EXHIBIT I

FORM OF GENERAL RELEASE

GENERAL RELEASE

This General Release ("General Release") is entered into effective as of _____, 20____, ("Effective Date") between Slim Chicken's Development Company, LLC ("Franchisor") and [Insert Name of Franchisee] ("Franchisee"), with its principal place of business at _____ and [Insert Name (or Names) of Owner] ("Franchisee's Owner"). Defined terms not otherwise defined herein will have the meaning in the Development Agreement and/or Franchise Agreements in effect between Franchisor and Franchisee and their respective affiliates at any time up to and including the date of this General Release (collectively, the "Agreements").

1. Recitals: Franchisee and Owner wish to [exercise a right granted to it by Slim Chicken's Development Company, LLC ("Slim Chicken's") in its current franchise agreement to renew its franchise for an additional term] OR [exercise a right granted to it by Slim Chicken's Development Company, LLC ("Slim Chicken's") in its development agreement to execute a new franchise agreement for a new Restaurant] OR [exercise a right granted to it by Slim Chicken's Development Company, LLC ("Slim Chicken's") in its current franchise agreement to transfer its franchise to a third party]; and a pre-condition to the exercise of such right is the execution of this General Release.

2. Release of Franchisor and Related Parties. Franchisee and Franchisee's Owners, for themselves and on behalf of their current and former officers, directors, shareholders, partners, members, managers, affiliates, agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "Franchisee Releasing Parties"), absolutely and unconditionally waive, release and forever discharge Franchisor, and Franchisor's current and former officers, directors, shareholders, partners, members, managers, affiliates, parent company, agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "Franchisor Released Parties"), from all claims, demands, obligations, liabilities, actions, and causes of actions whatsoever, in law or equity, that any Franchisee Releasing Party has, ever had or may in the future have arising under or related to the Franchise, the Agreements, the Restaurants or any other related or unrelated agreements, matters, dealings or relationships between the Franchisor Released Parties and the Franchisee Releasing Parties, whether known or unknown, that occurred on or before the Effective Date. Franchisee and Franchisee's Owner agree and stipulate that it is their intent for this General Release to be construed by any court or arbitrator as broad as the law will allow.

3. Covenant Not to Sue. The Franchisee Releasing Parties agree not to commence any proceeding of any nature against the Franchisor Released Parties based on any claim, demand, agreement, obligation, liability or cause of action whatsoever, in law or equity, that has been released pursuant to Section 2 above. The Franchisee Releasing Parties represent and warrant that they have not assigned to anyone any claim related to the claims described in Section 2 that may now or subsequently be asserted against the Franchisor Released Parties.

4. Independent Counsel/Voluntary Action. Franchisee and Franchisee's Owners represent and warrant to Franchisor that each of them has consulted with independent legal counsel and other professional advisors of their choice with respect to this Release and has concluded on its or his own behalf that the provision of this General Release serves its or his own best interests. Franchisee and Franchisee's Owners confirm that it or he or she voluntarily entered into this Release of its or his or her own free will and without undue pressure from any source or reliance on any representation or statement of any kind that is not set forth or expressly referred to in this Release.

5. Counterparts. This General Release may be executed in multiple counterparts, all of which will together be deemed to constitute one final agreement, and each such counterpart will be deemed to be an original, binding the party who subscribed it. A signature transmitted by fax will be deemed an original signature that is effective and binding for all purposes.

6. Severability. The provisions of this General Release are severable, and, If any of them is held void an unenforceable as a matter of law, the remainder will continue in full force and effect.

7. Governing Law; Jurisdiction and Venue. This General Release will be governed by and interpreted and enforced in accordance with the laws of the State of Arkansas, disregarding its conflicts of laws principles. The parties mutually agree that jurisdiction and venue to adjudicate any dispute that arises under or with respect to this Release will lie exclusively with and in the state and federal courts sitting in Washington County, Arkansas; provided that to the extent the underlying dispute includes matters relating to the Agreements, the dispute will be subject to arbitration in accordance with the terms and conditions of the Agreements and the exclusive venue for any such arbitration will be in Washington County, Arkansas to the exclusion of all other locations.

EXECUTED AND DELIVERED as of the Effective Date.

FRANCHISEE

[Insert Name of Franchisee],
a _____

By:_____
Title:_____
Print Name:_____
Date: _____

FRANCHISEE'S PRINCIPAL OWNERS

_____

_____

ACKNOWLEDGED AND ACCEPTED BY FRANCHISOR:

Slim Chickens Development Company, LLC,
a Delaware limited liability company

By:_____
Title: _____
Print Name: _____
Date: _____

EXHIBIT J

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT (AS APPLICABLE)

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. Item 3 of the disclosure document is supplemented by the following language:

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

2. Item 6 of the disclosure document is supplemented to reflect that 10% per annum is the highest interest rate allowed in California.

3. Item 17 of the disclosure document is supplemented by the following language:

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

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

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

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

   The Franchise Agreement/Development Agreement requires submission of dispute to courts located in Arkansas. This provision may not be enforceable under California law.

   The Franchise Agreement/Development Agreement requires you to waive your right to a trial by jury. This provision may not be enforceable under California law.

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

   The Franchise Agreement/Development Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

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

3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL

PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE DISCLOSURE DOCUMENT.

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

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The State Cover Page and Item 17 of this disclosure document are amended by adding the following:

1. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement.

2. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning non-renewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

3. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act will be void and are deleted with respect to claims under the Act.

4. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

1. Item 17, under the Summary column of parts (c) and (m), is amended to include the following paragraph:

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

2. Item 17, under the Summary column of part (h), is amended to include the following sentence:

> A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17, under the Summary column of part (v), is modified to include the words "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

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

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following is added to Item 17 of the disclosure document:

Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Specifically, we cannot require you to consent to us obtaining injunctive relief, however, we may seek such relief through the court system.

Minn. Rule 2860.4400J prohibits us from requiring you to assent to a general release. To the extent that the Agreement requires you to sign a general release as a condition of renewal or transfer, the Agreement will be considered amended to the extent necessary to comply with Minnesota law.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person

from membership in such association or exchange; or is subject to a currently effective Rev. March 17, 2021 2 injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Regional Representative Agreement, the Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

1. Items 6 and 17(i) of this disclosure document are amended to reflect that all liquidated damages provisions in the Development Agreement and Franchise Agreement are deleted in their entirety.

2. Item 17(v) of this disclosure document is amended to reflect that the jury trial waiver provisions in the Development Agreement and Franchise Agreement are deleted in their entirety.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following language will apply to disclosure documents issued in Rhode Island and be attached by addendum to Agreements issued in the state of Rhode Island:

If any of the provisions of this disclosure document (Risk Factor 1., Cover Page, and Item 17w) are inconsistent with §19-28.1-14 of the Rhode Island Franchise Investment Act, which states that a provision in an Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act, then said Rhode Island law will apply.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise disclosure document for use in the Commonwealth of Virginia is amended as follows:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Any securities offered or sold by the franchisee as part of the Slim Chicken's franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

ADDENDUM TO SLIM CHICKEN'S DEVELOPMENT COMPANY, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such a s right to a jury trial may not be enforceable.

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

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

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. The following risk factor is added to the Franchise Disclosure Document:

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Not Applicable
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	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.

ITEM 23

RECEIPT
(Your copy to keep)

This disclosure document summarizes certain provisions of the Franchise Agreement, the Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you at least 14 days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale. Under Michigan law, as applicable, we must provide this disclosure document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Oklahoma law, if applicable, we must provide this disclosure document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, if applicable, we must provide this disclosure document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship. Under New York law, we must provide this disclosure document to you at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this disclosure document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

Date of Issuance: April 27, 2022

The name and address of our registered agent authorized to receive service of process is shown in Exhibit D.

The franchise sellers are Thomas D. Gordon, Gregory D. Smart, Seth Jensen, Sam Rothschild Chris Allison, Brian Simowitz, Chris Patterson, Jacquelyn Lobdell, Christina Vaughan and Bill Schreiber (all can be reached at 1088 E Millsap Road, Fayetteville, Arkansas 72703 and (479) 935-4444) and _____
_____.

I have received a disclosure document dated April 27, 2022 that included the following Exhibits:

A. List of State Administrators
B. Development Agreement (including state addenda, as applicable)
C. Franchise Agreement (including state addenda, as applicable)
D. List of Agents for Service of Process
E. Table of Contents of Brand Standards Manual
F. List of Franchisees
G. List of Franchisees Who Have Left the Slim Chickens System
H. Financial Statements
I. Form of General Release
J. State Specific Addenda to Franchise Disclosure Document (as applicable)

PROSPECTIVE FRANCHISEE:

_____
Print Name: _____
Date: _____

PROSPECTIVE FRANCHISEE:

_____
Print Name: _____
Date: _____

ITEM 23

RECEIPT
(Sign receipt and return to us)

This disclosure document summarizes certain provisions of the Franchise Agreement, the Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you at least 14 days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale. Under Michigan law, if applicable, we must provide this disclosure document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Oklahoma law, if applicable, we must provide this disclosure document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, if applicable, we must provide this disclosure document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship. Under New York law, we must provide this disclosure document to you at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this disclosure document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

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H. Financial Statements
I. Form of General Release
J. State Specific Addenda to Franchise Disclosure Document (as applicable)

PROSPECTIVE FRANCHISEE:	**PROSPECTIVE FRANCHISEE:**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____