FRANCHISE DISCLOSURE DOCUMENT

The Lost Cajun Enterprises, LLC
~~A Colorado Limited Liability Company~~
19343 North 12th Street, Suite A,
Covington, LA 70433
970-485-6123
www.TheLostCajun.com
Jon@thelostcajun.com

The franchise offered is a Restaurant located at a traditional location that serves authentic Cajun cuisine in an environment that evokes the best of Louisiana and southern hospitality. The Lost Cajun also offers Area Development rights to develop multiple The Lost Cajun Businesses.

The total investment necessary to begin operations of The Lost Cajun Franchise is $~~212,600~~250,152 to $~~629,000.~~667,500. This includes $40,000 that must be paid to the franchisor or affiliate. If you sign an Area Development Agreement, you also must pay us a development fee of $12,500 for each The Lost Cajun franchise you commit to develop after the first franchise.

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 us at The Lost Cajun, 19343 North 12th Street, Suite A, Covington, LA 70433, (970) 485-6123.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page ~~at www.ftc.gov for~~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 ~~29, 2018~~8, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRES THAT MOST DISPUTES BE SUBMITTED TO ARBITRATION IN LOUISIANA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN LOUISIANA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT STATES THAT LOUISIANA LAW GOVERNS THE AGREEMENT, AND LOUISIANA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

The Effective Date for this Franchise Disclosure Document for your state is listed on the page following the state cover pages.

STATE EFFECTIVE DATES

The states listed below may require registration or filing of this Disclosure Document. If this offering is registered in any of these states, the effective date of the registration may differ from the date of issuance of this Disclosure Document as stated below. Some of these states may require different or additional disclosures or revisions to the agreement. The effective date of this Disclosure Document for any state that is not included in this list is as shown on the cover of this Disclosure Document. (See the State Addenda to this Disclosure Document for certain states.)

State	Effective Date
California	Pending
~~Connecticut~~	~~Pending~~
Florida	Pending
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Kentucky	Pending
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
Nebraska	Pending
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Texas	10/22/2013
Utah	Pending
Virginia	~~Not Registered~~Pending
Washington	Not Registered
Wisconsin	Not Registered

TABLE OF CONTENTS

EXHIBITS

A. LIST OF STATE ADMINISTRATORS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. AREA DEVELOPMENT AGREEMENT
E. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
F. FINANCIAL STATEMENTS
G. FRANCHISEE DISCLOSURE QUESTIONNAIRE
H. MULTI-STATE ADDENDA
I. LIST OF CURRENT FRANCHISEES AND FRANCHISEES WHO LEFT THE SYSTEM

~~ITEM 1~~

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

To simplify the language in this Disclosure Document, the words "we," "our," "us" and "The Lost Cajun" refer to The Lost Cajun Enterprises LLC, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, whether you are a corporation, Limited Liability Company or other business entity. If you are a corporation, Limited Liability Company or other business entity, certain provisions of this Disclosure Document, including the Franchise Agreement and Area Development Agreement also apply to your owners and will be noted.

The Franchisor

We were formed in Colorado in 2012 to offer The Lost Cajun franchises. In April of 2018, we changed our principal business address to 19343 North 12th Street, Suite A, Covington, LA 70433. Prior to that, our principal business address was 110 2nd Avenue, Suite 202, Frisco, CO 80443. We do business under our company name and the name The Lost Cajun. We have offered franchises since we were formed in 2012.

We franchise the right to operate a business focused on the development of a Restaurant at a traditional location that offers authentic south Louisiana and Cajun style cooking along with Southern hospitality. The franchise or franchised business does business under the trade name or trademark, The Lost Cajun, and also uses our other related trade names, trademarks or logos (our "Marks").

The Lost Cajun is a Cajun themed Restaurant with southern style hospitality that attracts people who enjoy a relaxed dining experience and the best of the foods from the south. The franchised business is to be operated in a retail location that typically ranges from 2,000 to 3,500 square feet. Exceptions must be approved by the franchisor. The franchise operates using our standards, methods, procedures and specifications, called our "System."

If you wish to have the right to open multiple Restaurants in an area, you must enter into an area development agreement (the "Development Agreement"). Under the Development Agreement, you will receive the right to open a certain number of Restaurants at traditional locations over a defined period of time in a defined area, as The Lost Cajun determines in its sole discretion, on the basis of the market potential and the size of the designated area. The term of your Development Agreement generally will not be longer than five (5) years and will require you to lease or purchase the approved location of the first Restaurant within six (6) months from the date of your Development Agreement and open your first Restaurant within twelve (12) months from the date of your Development Agreement and open each subsequent Restaurant within six (6) –twelve (12) month time periods after the first Restaurant.

We do operate a business of the type being franchised. We are not involved in any other business activities.

Our Parents, Predecessors and Affiliates

We do not have any parent companies or predecessors.

The Lost Cajun Enterprises LLC was formed in Colorado in 2012. Our principal business address is 19343 North 12th Street, Suite A, Covington, LA 70433. Our affiliates include, The Lost Cajun, LLC, which owns and operates The Lost Cajun Restaurant in Frisco, Colorado, has been in business since 2010; The Lost Cajun – Breckenridge, LLC, which operates The Lost Cajun Restaurant in

Breckenridge, Colorado, has been in business since 2012; and The Lost Cajun Spice Company, LLC located in Frisco, Colorado, which produces Swamp Salt and certain other products, has been in business since April 2016. The affiliate Restaurants in Frisco and Breckenridge are similar to the type of business being franchised. The principal business addresses of all affiliates is 110 2nd Avenue, Suite 202, Frisco, CO 80443.

General Description of the Market and Competition

You will face business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition that provide related products. Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition. Litigation risks also exist, including future litigation that may not be predicted.

Regulations Specific to the Industry

The regulations vary from state to state and locality to locality. Most states and localities have specific regulations and ordinances which may apply to the operation of your business and set standards pertaining to employee health and safety. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

Agents for Service of Process

Our agents for service of process for franchise registration states are listed on Exhibit B to this Disclosure Document. Our agent for service of process in states that do not require franchise registration are Raymond Griffin and Jonathan Espey.

ITEM 2
BUSINESS EXPERIENCE

~~ITEM 2~~
~~BUSINESS EXPERIENCE~~

Founder: Raymond Griffin

Raymond Griffin has owned and operated The Lost Cajun since 2010 and has been involved in the business on a day to day basis. Mr. Griffin has been the owner and operator of The Lost Cajun in Frisco since 2010. He also was a Sea-Tow franchisee from 2005 to 2007.

President: Jonathan Espey

Jonathan Espey has been a managing member and President of The Lost Cajun since 2012 and has been the owner and operator of The Lost Cajun in Breckenridge since 2012. From 2000 to 2012 Mr. Espey was the Regional Sales Manager for a publishing company.

Chief Development Officer: Richard Leveille

Richard Leveille has been the Chief Development Officer of The Lost Cajun since April 2018. Prior to The Lost Cajun, Mr. Leveille served as Vice President of Franchise Development for Floor Coverings International from June 2014 to March 2018. Previously he served as Executive Vice President of Franchise Development for Smoothie King Franchises, Inc, from March 1989 to February 2014.

Chief Operating Officer: Richard Berns

Richard Berns has been the Chief Operating Officer of The Lost Cajun since April 2018. He was the Director of Operations of The Lost Cajun from August 2016 to April 2018. Prior to The Lost Cajun, Mr. Berns held the following positions with Tilted Kilt Franchise Operating, LLC: Senior Franchise Business Consultant (May of 2014 to February of 2016); Director of Pub Development (January of 2007 to May of 2016); and Director of Operations, Training & Supply Chain (January of 2006 to August 2008).

~~ITEM 3~~
~~LITIGATION~~

ITEM 3
LITIGATION

No litigation information is required to be disclosed in this item.

~~ITEM 4~~
~~BANKRUPTCY~~

ITEM 4
BANKRUPTCY

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

~~ITEM 5~~
~~INITIAL FEES~~

ITEM 5
INITIALFEES

FRANCHISE FEE

~~Initial Franchise Fee~~

You pay us a $40,000 lump sum franchise fee when you sign the Franchise Agreement.

We will refund 50% of the franchise fee you have paid for a particular franchise if we terminate the franchise for the franchisee's failure to perform certain pre-opening obligations under the Franchise Agreement. We do not give refunds under other circumstances.

~~Development Fee~~

DEVELOPMENT FEE

You will pay a lump sum development fee when you sign the Development Agreement. The development fee is calculated at the rate of $12,500 for each Restaurant that you are authorized to develop after the first franchise. For example, if you enter into a ~~development agreement~~Development Agreement to establish five Restaurants, your development fee will be $50,000. Your franchise fee for each Restaurant opened after the first Restaurant under your Development Agreement will be reduced by the development fee amount ($12,500) paid for that Restaurant. The development fee is not refundable under any circumstances.

In addition to the development fee, you must sign a Franchise Agreement and pay the initial franchise fee for your first Restaurant at the same time you sign the Development Agreement. Each initial franchise fee under the Development Agreement is for a location at a traditional location; the right to develop Restaurants under a Development Agreement does not include locations at non-traditional locations unless specifically agreed upon in writing by The Lost Cajun.

ITEM 6~~ITEM 6 .~~
OTHER FEES

~~**Other Fees**~~

~~Type of Fees~~	~~Amount~~	~~Due Date~~	~~Remark~~
~~Royalty Fee[1]~~	~~6% of gross revenue~~	~~Payable weekly by auto draft~~	~~You must pay your royalty fee directly to us from Gross Revenue generated through your business. See definition of "Gross Revenue".[1]~~
~~Marketing Fund Contribution~~	~~Currently, 1% of Gross Revenue~~	~~Payable weekly by auto draft~~	~~You pay your marketing fund contribution to us. We will give you 30 days' notice before increasing required contributions.~~
~~Local Advertising Requirement~~	~~1% of Gross Revenue~~	~~As required by advertising and promotion vendors~~	~~You must spend at least 1% of your monthly gross revenue on local advertising and promotion for your franchise.~~
~~Audit Expenses[2]~~	~~All costs and expenses associated with audit, approximately $1,500 to $5,000~~	~~Upon demand~~	~~Audit costs payable to us only if the audit shows you have not spent 1.0% of your monthly gross revenue on local advertising or if you underreported amounts you owe us by 3% or more.~~
~~Late Fees[3]~~	~~1.5% per month or the highest rate allowed by the state where you are located (whichever is lower)~~	~~Upon demand~~	~~Applies to all overdue fees you owe us. Also applies to any understatement in amounts due revealed by an audit.~~
~~Approval of Products or Suppliers[4]~~	~~$500 to $1,000~~	~~Time of evaluation~~	~~Applies to the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase.~~
~~Insurance Policies~~	~~Approximately~~	~~Monthly~~	~~Payable to us as a reimbursement~~

	~~$1,000~~		~~only if you fail to maintain required insurance coverage and we elect, in our discretion, to obtain coverage for you.~~

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of gross revenue	Payable weekly by auto draft	You must pay your royalt fee directly to us from Gross Revenue generated through your business. Se definition of "Gross Revenue[1]".
Marketing Fund Contribution	Up to 3% of Gross Revenue; currently, 1% of Gross Revenue	Payable weekly by auto draft	You pay your Marketing Fund contribution to us. We reserve the right to increase such amount by no more than 1% of Gross Revenue per calendar year We will give you 30 days notice before increasing required contributions.
Local Advertising Requirement	1% of Gross Revenue	As required by advertising and promotion vendors	You must spend at least 1% of your monthly gross revenue on local advertising and promotion for your franchise.
Audit Expenses[2]	All costs and expenses associated with audit, approximately $1,500 to $5,000	Upon demand	Audit costs payable to us only if the audit shows yo have not spent 1.0% of your monthly gross revenue on local advertising or if you underreported amounts you owe us by 3% or more
Late Fees[3]	1.5% per month or the highest rate allowed by the state where you are located (whichever is lower)	Upon demand	Applies to all overdue fee you owe us. Also applies to any understatement in amounts due revealed by an audit.
Approval of Products or Suppliers[4]	$500 to $1,000	Time of evaluation	Applies to the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase.
Insurance Policies	Approximately $1,000	Monthly	Payable to us as a reimbursement only if you fail to maintain required insurance coverage and we elect, in our discretion, to obtain coverage for you.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee *Franchise Agreement* *Development Agreement*	$17,500 10% to 20% of then-current initial franchise fee	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment under Section 18.3 of the Franchise Agreement or to a parent, sibling or child of Franchisee that has been through the initial training program and meets all other conditions of our transfer requirements.
~~Agreement~~ ~~Development Agreement~~	~~10% to 20% of then-current initial franchise fee~~		
Relocation Assistance	Approximately $1,000 to $2,000	Time of assistance	If you need our assistance to relocate, and we agree, you must reimburse our costs to assist you.
Substitute or New Manager Training/ Additional Training[5] ~~Franchise and Development Agreement~~	Currently, $500 per day, plus your expenses in attending	Time of training	We provide an initial training program before you begin operations and ongoing training programs during the term of the franchise. If you have to repeat our training programs, we may charge you a fee.
Additional Operations Assistance ~~Franchise and Development Agreement~~	Currently, $600 per day plus our expenses	Time of assistance	We provide assistance at and near the beginning of your operations and during the term of the franchise. If you request additional assistance beyond what we already provide, you may be charged a fee, plus our expenses if we need to travel to accommodate

Type of Fee	Amount	Due Date	Remarks
			your request.
Cost of Enforcement ~~Franchise and Development Agreement~~	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs incurred in enforcing your obligations to us if we prevail.
Temporary Management Assistance	Currently, $600 per day, plus our expenses	Each month that it applies	You pay us at the stated rate if you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, and if we decide to temporarily manage your franchised business.
Securities Offering Fee *Development Agreement*	Up to $25,000	At time services are provided	
~~Development Agreement~~			

We may require that all fees payable to us be paid through an electronic depository transfer account.

All of the fees noted above are uniform. No other fees or payments are to be paid to us or our affiliate, nor do we impose or collect any other fees or payments for any other third party. All fees are generally non-refundable.

NOTES

[1] "Gross revenue" means all revenue that you derive from operating the Franchise, including, but not limited to, all amounts that you receive at or away from the Premises, all delivery and catering charges not included in the price of Menu Items, and all amounts from selling or issuing gift or loyalty cards, whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but (l) excludes all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (2) is reduced by the amount of any documented refunds, credits, and discounts the Franchise in good faith gives to customers (if those amounts originally were included in calculating Gross Sales).

[2] We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

[3] Late fees begin from the date payment was due, but not received, or date of underpayment.

[4] Costs vary depending on the availability of product samples for testing, shipping costs or travel

costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors. You pay our actual costs only.

[5] We provide training programs to an individual you select to be the designated manager of the franchise. Your designated manager's attendance is required. We do not charge fees for these programs, but if you replace your designated manager and your manager changes are excessive or due to poor hiring practices, we may charge you a fee.

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~~ITEM 7 .~~
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low AmountHigh Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$40,000$40,000	Cashier's Check	At Signing of Franchise Agreement	Us
Real Estate/Rent[2]	$2,500~~–~~$20,000	As Arranged	Before Beginning Operations	Lessor
Utility Deposits[3]	$500~~–~~$2,000	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements[4]	$~~38,000~~ ~~-~~78,000$~~310,000~~348,000	As Arranged	Before Beginning Operations	Contractor, Suppliers
Insurance[5]	$2,500~~–~~$4,000	As Arranged	Before Beginning Operations	Insurance Company
Office Equipment and Supplies[6]	$1,500~~–~~$3,000	As Arranged	Before Beginning Operations	Suppliers
Training[7]	$3,000~~–~~$12,000	As Arranged	During Training	Airlines, Hotels & Restaurants
Signage[8]	$3,000~~–~~$22,000	As Arranged	Before Beginning	Suppliers

Type of Expenditure	Low AmountHigh Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
			Operations	
Uniforms[9]	$400 – $~~2,000~~2,500	As Arranged	Before Beginning Operations	Approved Vendor
Furniture, Fixtures & Equipment[10]	$80,000– $110,000	As Arranged	Before Beginning Operations	Suppliers
Initial Inventory[11]	$2,000—$9,000	As Arranged	Before Beginning Operations	Suppliers
Computer Equipment Services & Software[12]	$4,000—$17,000	As Arranged	Before Beginning Operations	Suppliers
Dues & Subscriptions[13]	$0—$500	As Arranged	Before Beginning Operations	Associations & Suppliers
Licenses & Permits[14]	$2,200—$5,000	As Arranged	Before Beginning Operations	Licensing Authorities
Legal & Accounting[15]	$500—$10,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Introductory Marketing Package[16]	$5,000$5,000	As Arranged	Before Beginning Operations	Approved Vendors
Grand Opening[17]	$~~2,500~~ 2,50$7,500	As Arranged	Upon Opening Operations	Suppliers
Additional Funds[18] (3 months)	$25,000$50,000	As Arranged	As Necessary	Us Employees, Utilities, Lessor & Suppliers
Total[19]	**$250,152.00$667,500.00**			

~~Type of Expenditure~~	~~Amount~~	~~Method of Payment~~	~~When Due~~	~~To Whom Payment Is To Be Made~~

~~Additional Funds~~[18] ~~(3 months)~~	~~$25,000-$50,000~~	~~As Arranged~~	~~As Necessary~~	~~Us Employees, Utilities, Lessor & Suppliers~~
~~TOTAL~~[19]	**~~$212,600-$629,000~~**			

NOTES

[1] Franchise Fee. The franchise fee and its refund policy are described in greater detail in ITEM 5.

[2] Real Estate/Rent. The franchised business must be operated in a retail location. The franchised business requires approximately 2,000 to 3,500 square feet to operate The Lost Cajun Restaurant. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. The low estimate is based on an assumption that you must lease a facility and will have to pay a security deposit equal to one month's rent. The high estimate is based on an assumption that you will have to pay a security deposit equal to 2 months' rent to lease the facility. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises, but the amounts you pay are typically non- refundable. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for 3 months are included with the category "Additional Funds," (see Note 16 below).

[3] Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, high speed internet service, gas, trash and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities.

[4] Leasehold Improvements. You will need to make significant improvements to adapt your facility for operation of the franchised business. The cost of the leasehold improvements will vary, and may do so significantly, depending on factors, including the size, condition and location of the facility, local wage rates, market demand for real estate and construction in the area, and the cost of materials. The amounts you pay for leasehold improvements are typically non- refundable and could exceed the estimates provided depending upon the condition of the facility and if a significant amount of work is required to convert the space to a Restaurant. You should obtain cost estimates on the specific location you are considering before you sign a construction contract and inquire about the refund policy of the contractor at or before the time of hiring.

[5] Insurance. You must obtain comprehensive general liability, property, automobile, workers' compensation and other types of insurance coverage required by us and as provided in your Franchise Agreement, Confidential Operations Manual, lease and as required by law. The estimate given in the chart is for the first year's premium for all policies currently required. Factors that may affect your cost of insurance include the size and location of the franchised business, value of the leasehold improvements, equipment, supplies, vehicle model and make, number of employees and other factors. The amounts you pay for insurance are typically non- refundable.

[6] Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know

if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession.

[7] Training. The cost of initial training of up to 3 people is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically non-refundable.

[8] Signage. This range includes the cost of signage used in the startup of the franchised business. The amounts you pay for signage are typically non-refundable.

[9] Uniforms. The uniforms required will be worn by your employees in operating the franchised business.

[10] Furniture, Fixtures & Equipment. You must purchase and/or lease and install furniture, fixtures and equipment necessary to operate your franchised business. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables.

[11] Initial Inventory. You must purchase an initial inventory for use in the operation of the franchised business. Costs vary based upon the size and location of the franchised business, suppliers and other related factors. We do not know if the amounts you pay for inventory items may be refundable. Factors determining whether inventory items are refundable typically include the condition of the items at time of return, level of use, and length of time of possession and other factors.

[12] Computer Equipment & Software. You must purchase the computer hardware and software that is specified in ITEM 11. You must have an automatic backup service for your computer equipment and software. The low estimate is based on an assumption that you already own a computer system that you can use in the operation of the franchised business and you only need to purchase the software that we require. We do not know if the amounts you pay for the computer equipment and software are refundable. The amounts you pay for computer equipment and software are typically non-refundable, or if refundable, you may be subject to a "re-stocking" fee. Typically the amounts you pay for an automatic backup service are non-refundable.

[13] Dues & Subscriptions. You may choose to join various business associations. These expenses are typically non-refundable.

[14] Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable.

[15] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable.

[16] Introductory Marketing Package. The Introductory Marketing Package is part of the franchised

business. This is a package that brings in South Louisiana/Cajun art and marketing that can be used to build the character and appeal of your franchised business. These costs are typically non-refundable.

[17] Grand Opening. We require that you spend a certain amount of money on marketing the business when you first open the Restaurant. These costs are non-refundable.

[18] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent (if applicable), utilities, and employees' salaries for the first 3 months that the franchised business is open. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable.

[19] Total. In compiling this chart, we relied on our and our affiliate's industry knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the condition of the premises and the leasehold improvements required, the capabilities of your management team, where you locate your franchised business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised business. You should also inquire about the cancellation and refund policy of any of the third -party vendors described above that provide goods or services to you prior to incurring any obligations.

YOUR ESTIMATED INITIAL INVESTMENT – AREA DEVELOPMENT AGREEMENT

We cannot estimate your initial investment under a Development Agreement, other than the Development Fee, which is described in Item 5. The amount of this fee will depend on the number of Restaurants you agree to establish and operate in accordance with the Development Schedule. We do not offer separate financing for franchisees related to a Development Agreement.

We do not offer direct or indirect financing to you for any items.

ITEM 7~~ITEM 8 .~~
RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Required Purchases

To maintain the reputation, goodwill, high standards, quality, uniformity of the system, and allow us the ability to negotiate volume discounts, You must purchase your fixtures, equipment, signage, uniforms, insurance, computer equipment, software, point of sales system, and inventory from our approved or designated suppliers and all other goods and services under specifications in The Lost Cajun Confidential Operations Manual ("Confidential Operations Manual"), which may be updated from time to time. These specifications include standards and specifications for appearance, quality, price, performance and functionality. These standards and specifications are based on our affiliate's experience in operating a business of the type we are franchising and through research and testing in our affiliate's business. We may communicate our standards and specifications directly to suppliers who wish to supply you with your fixtures, equipment, inventory and signage under specifications. Neither we nor our affiliates are approved suppliers for signage, uniforms, insurance, computer equipment, software, point of sales system, and inventory, except for certain inventory through our affiliate supplier, The Lost Cajun Spice Company, LLC. Our principal officers, Raymond Griffin and Jon Espey, own an interest in The Lost Cajun Spice

Company, LLC. No officers of the franchisor own an interest in any other supplier. We communicate our standards and specifications to you when we evaluate your proposed location for the franchised business, during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Confidential Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices

Required and Approved Suppliers

We have negotiated a national distribution contract with Sysco Food Services of Denver ("Sysco") to be our primary distributor for The Lost Cajun foodservice and related inventory products carried by Sysco. We have also negotiated a national contract with the Coca-Cola Company ("Coke"). You must purchase all of your foodservice and related products, including Coke products, authorized by us to be sold to The Lost Cajun Restaurants from Sysco, unless we otherwise approve in writing. We may change our distributor or beverage supplier from time-to-time and you will be required to purchase products from our new distributor or beverage supplier. You may also be required to purchase goods or services from certain other suppliers in the future.

In the calendar year ended December 31, ~~2017,~~2018, The Lost Cajun ~~received $5,579 in~~did not receive any revenue from required purchases or leases by franchisees~~, or 0.07% of The Lost Cajun's total revenues of $836,596, as reflected on its audited financial statements attached to this disclosure document. These payments from suppliers ranged from $0 to $1.30 per unit of certain products purchased by all restaurants.~~. Our affiliate, The Lost Cajun Spice Company, LLC, received ~~approximately $58,158~~$75,740.72 in revenue, all of which was from the purchases of certain proprietary products from all The Lost Cajun Restaurants. These products are sold to The Lost Cajun's primary distributor for sale by it to The Lost Cajun Restaurants. ~~In the calendar year ended December 31, 2017, the total amount of the $5,579 received from suppliers above is designated to be the initial contribution to The Lost Cajun System-wide Marketing Fund.~~ Neither we nor any affiliate have derived any other revenue from required franchisee purchases. We may in the future derive revenue or other material consideration from required purchases or leases by franchisees. The franchisor's affiliates ~~does~~do not sell or lease any other products or services to franchisees and has not derived any revenue from any other products. A supplier may in the future make payments to the franchisor from franchisee purchases.

Approval Criteria for Non-Approved Goods & Services

If you would like to use any goods or services in establishing and operating the franchised business that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services or from the supplier. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you in writing if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services~~,~~ or must immediately stop purchasing from a disapproved supplier. Additionally, we may negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume. There are no purchasing or distribution cooperatives that you must join.

We estimate that approximately 65% to 80% of your expenditures for leases and purchases in establishing your franchised business will be for goods and services that must be purchased according to our standards and specifications. We estimate that approximately 40% to 60% of your expenditures on an ongoing basis will be for goods and services that must be purchased according to our standards and specifications.

We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve. We have no purchasing or distribution cooperatives serving our franchise System.

~~ITEM 9. F R A N C H I S E E ' S O B L I G A T I O N S~~

ITEM 8
FRANCHISEE 'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other ~~ITEMS~~Items of this Disclosure Document.

	Obligation	Section in the Franchise Agreement ("FA") ~~and~~& Development Agreement ("DA")	Disclosure Document ~~ITEM~~Item
a.	Site selection ~~and~~& acquisition/lease	FA Section 5~~;~~ DA Sections 1.1, 4.2, ~~and~~ & 5.2.1	~~ITEMS~~Item 11 ~~and~~& ~~1~~12 ~~2~~
b.	Pre-opening purchases/leases	FA Sections 5, 12 ~~and~~& 15; DA Section 5.2.1	~~ITEMS~~Item 7 ~~and~~& 8
c.	Site development ~~and~~& other pre-opening requirements	FA Sections 5 ~~and~~& 8; DA Sections 1.1, 3.2, 4.2, ~~and~~& 5.2.1	~~ITEMS~~Item 7, 8 ~~and~~& 11
d.	Initial ~~and~~& ongoing training	FA Section 8~~;~~ DA Section 5.2.1	~~ITEMS~~Item 6, 7 ~~and~~& 11
e.	Opening	FA Sections 5 ~~and~~& 8;	~~ITEM~~Item 11
f.	Fees	FA Sections 3, 5, 8, 10, 11, 13, 15, 18 ~~and~~& 22; DA Sections 2 ~~and~~& 12	~~ITEMS~~Item 5, 6 ~~and~~& 7

	Obligation	Section in the Franchise Agreement (“FA”) ~~and~~& Development Agreement (“DA”)	Disclosure Document ~~ITEM~~Item
g.	Compliance with standards & policies/Operating Manual	FA Sections 6,7; 9, 10 and 13; DA Sections 5.2.2, 5.2.3, 5.2.4, & 5.2.5	Item 8, 14 & 16
h.	Trademarks & Proprietary Information	FA Sections 6, 7 & 9; DA Sections 1.4, 10.1.1 & 7	Item 13 & 14
i.	Restrictions on products/services Offered	FA Sections 5, 6 & 13;	Item 8 & 16
j.	Warranty and customer service Requirements	FA Section 13 DA Section 5.2.3	Item 16
k.	Territorial development and sales Quotas	FA - Not Applicable; DA Sections 1, 3, & 4	Item 12
l.	Ongoing product/service purchases	FA Section 13	Item 8 & 11
m.	Maintenance, appearance & remodeling requirements	FA Sections 5, 10 & 13	Item 6
n.	Insurance	FA Section 15	Item 6, 7 & 8
o.	Advertising	FA Section 11 DA Section 5.2.2	Item 6,7 & 11
p.	Indemnification	FA Section 21 DA Section 14	Not Applicable
q.	Owner’s participation/management/ staffing	FA Section 13 DA Section 5.2.1	Item 15
r.	Records & reports	FA Section 12; DA Sections 5.2.2, 5.2.3, 5.2.4, & 5.2.5	ITEM 11
s.	Inspections and audits	FA Sections 6 & 12; DA Sections 5.2.4 & 5.2.5	Item 6, 11 & 13
t.	Transfer	FA Section 18 & Exhibits 1 & 5; DA Section 8	Item 6 & 17
u.	Renewal	FA Section 4 & Exhibits 1 & 5	Item 17
v.	Post-termination obligations	FA Section 17 & Exhibits 2 & 5; DA Section 10	Item 17
w.	Non-competition covenants	FA Sections 7 & 17 / Exhibits 2 & 5; DA Section 11	Item 17
x.	Dispute resolution	FA Section 23 / Exhibit 5; Section 19	Item 17
y.	Other	Not Applicable	Not Applicable

~~Obligation~~	~~Section in the Franchise Agreement (“FA”) and Development Agreement (“DA”)~~	~~Disclosure Document ITEM~~

~~h.~~			
~~i.~~			
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~~y.~~			

ITEM 9~~ITEM 10.~~
FINANCING

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

~~ITEM11.~~
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

A. Before you open your franchised business and as you begin development of your development area, we will:

1. if we have not already provided our consent to a site that you have selected before signing the Franchise Agreement, provide you with our criteria for site selection and our consent to a site you have selected that meets our minimum criteria for the location of the facility for the franchised business. (Franchise Agreement Section 2.3 and 5.1; Development Agreement—Section 5.1.1 (b))

We make no representations that your franchised business will be profitable or successful by being located at the location we consent to. Our consent of your requested site is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

2. designate your territory. (Franchise Agreement Section 2.5; Development Agreement Section 1)

3. if applicable, review and consent to your lease or purchase agreement for the site for the franchised business to confirm that the lease complies with the Franchise Agreement. (Franchise Agreement Section 5.3; Development Agreement Section 5.1.1 (b))

Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises. Our review of your lease or purchase agreement does not constitute an opinion of the merits of the lease or purchase agreement and is solely for the purpose of assuring that the lease or purchase agreement complies with the Franchise Agreement and Development Agreement. Our review of your lease or purchase agreement does not constitute legal or tax advice and is not intended to replace a review by your attorney and tax advisor. For legal and tax advice, you must rely upon the advice of your attorney and tax advisor.

4. provide you with specifications for improving and equipping the approved location, along with a list of required supplies and equipment that you must purchase and install. (Franchise Agreement Section 5.4; Development Agreement—Section 5.1.1 (a))

5. provide an initial training program. This training is described in detail later in this ITEM. (Franchise Agreement Section 8.1)

6. provide to you on-site assistance and guidance to assist you with any questions you may have in operating the franchised business. (Franchise Agreement Section 8.2; Development Agreement—Section 5.1.1 (d),(e))

provide to you, on loan, one copy of The Lost Cajun Confidential Operations Manual or provide you with access to an electronic copy of the Confidential Operations Manual. The approximate total number of pages in the Confidential Operations Manual is 472. The Table of Contents of the Confidential Operations Manual, along with number of pages devoted to each section, is included as Exhibit D to this Disclosure Document. (Franchise Agreement Section 9.1;)

B. After the opening of the franchised business, we will:

1. periodically advise you and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our and our affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies. (Franchise Agreement Section 14.1; Development Agreement—Section 5.1.1 (e))

2. make periodic visits to the franchised business to provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised business. We may prepare written reports suggesting changes or improvements in the operations of the franchised business and detailing deficiencies that become evident as a result of a visit. If we prepare a report, we may provide you with a copy. (Section 14.2)

3. make available to you operations assistance and ongoing training as we think necessary. (Franchise Agreement Sections 8.2 and 8.5)

4. approve forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising; at your option, we will supply you with The Lost Cajun promotional items and materials. (Section 11.2)

5. provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Section 9.2)

C. Advertising and Promotion

1. During your first 3 months of operation, you must spend a minimum amount we specify on local advertisement and promotion of initial opening (grand opening advertising), including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year that you are opening. We will provide you with guidance for conducting grand opening advertising and promotions, and we will review and approve the materials you use in your grand opening advertising and promotions. (Section 11.1)

2. Each month, you must spend at least 1% of your previous month's gross revenue on advertising, promotions and public relations in the local area surrounding the franchised business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. We will not spend any funds on advertising your franchised business in your local area. (Section 11.2)

3. To assist in our regional and national advertising, we have developed a System-wide marketing fund, and you must contribute to the fund. (Section 11.3) We will administer the marketing fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the marketing fund.

(b) We may use your contributions to meet or reimburse us for any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the marketing fund. We do not use any marketing funds principally for the solicitation of new franchise sales; however, we will promote that we are a franchise concept and include franchise sales marketing information on marketing materials paid for by the funds where we deem appropriate.

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the marketing fund before we use current contributions. We intend for the marketing fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the marketing fund until all contributions and earnings have been used for advertising and promotional purposes or we have returned your *pro rata* share.

(d) All The Lost Cajun businesses owned by us or an affiliate will make similar contributions to the marketing fund as required of franchisees.

(e) We will have an accounting of the marketing fund prepared each year and we will provide you with a copy if you request it. We may require that the annual accounting be reviewed or audited and reported on by an independent certified public accountant at the marketing fund's expense.

(f) The marketing fund is not a trust and we assume no fiduciary duty in administering the marketing fund.

We have not collected any marketing fund contributions and currently do not do so; however, we intend to do so in the near future. As a result, we have not spent any money from the System-wide marketing fund. Except for our reasonable administrative costs, overhead related to the administration of the marketing fund and salaries of any marketing personnel that may be employed by us, we do not and will not receive compensation for providing goods or services to the fund.

Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all The Lost Cajun franchises located in a particular region. We have the right to collect and designate all or a portion of the local advertising for cooperative advertising. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region. If cooperative advertising is implemented in a particular region, we may establish an advertising council for franchisees in that region to self- administer the program. If we establish a cooperative advertising program or programs with or without an advertising council, there are no limits on our right to change, dissolve or merge these program(s) and/or council(s) at any time. (Section 11.4)

4. You are restricted from establishing a presence on, or marketing on the Internet without our consent. We have an Internet website at the uniform resource locator www.TheLostCajun.com that provides information about the System and about The Lost Cajun franchises. All information must be approved by us before it is posted online. We retain the sole right to market and sell the products and services offered by The Lost Cajun businesses on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co- branding arrangements. You may be requested to provide content for our Internet marketing, and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms

and meta- tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, The Lost Cajun website. (Section 11.5)

D. Computer System

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

~~HARDWARE~~Hardware
One ~~(1)~~ Computer ~~and~~& a Point of Sale System, including Equipment ~~and~~& Software (Aloha Model 1535)
~~SOFTWARE~~Software
QuickBooks Accounting Pro Software Package 2011 edition or Higher
Microsoft Office 2007 edition or higher (including Word, Excel ~~and~~ & Outlook)

The approximate cost of the hardware and software is $4,000 to $17,000.

We may require you to enter into ongoing maintenance or support agreements for the maintenance of a computer system. You are responsible for maintaining all security standards associated with your computer systems, including being certified PCI Compliant. You are required to have an automatic computer backup service in order to avoid any loss of information and files that could occur with a computer crash. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. If you would like to purchase optional maintenance for your personal computer, you should investigate the cost. We do not have any information about the cost of optional maintenance. We may introduce new requirements for computer, point-of-sale systems or other information technology a ~~nd~~n d modify our specifications and requirements. There are no limits on our rights to do so, except as disclosed in ITEM 16. We have the right to independently access all information you collect or compile at any time without first notifying you. (Sections 10.2, 12.5 and 12.6)

E. Methods Used to Select the Location of the Franchised Business

If you have a potential site for the facility, you may propose the location for our consideration. We may consent to the site if it meets our minimum criteria. If you do not have a proposed site, we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections 2.3 and 5.2)

We will provide you with general guidelines to assist you in selecting a site suitable for your location. The general site selection and evaluation criteria or factors that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other The Lost Cajun businesses, proximity to competitive businesses and lease requirements. When you lease a facility to operate the franchised business, we will provide you with written notice of our consent of any proposed site within a reasonable time (usually 30 days) after receiving all requested information. If we cannot agree with you on a suitable site for the franchised business within 90 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2)

If you enter into a Development Agreement, The Lost Cajun and you will have agreed to a Development Area and a Development Schedule which identify the number of Restaurants you will develop, and the time frame and area in which the Restaurants will be developed. In order to exercise your option to open an additional Restaurant under the Development Agreement, you must be in compliance with any Franchise Agreement and other agreements you have with The Lost Cajun and our subsidiaries and affiliates; any Restaurants owned by you must be and have been operated in compliance with the Operations Manual; and you must execute each Franchise Agreement for an additional Restaurant at least six (6) months before each particular Restaurant must be open and in operation under the Development Schedule or before the beginning of the site selection process, whichever occurs first.

F. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is ~~nine~~n in e (9) ~~months~~m o n th s. Factors that may affect your beginning operations include your ability to find a suitable site for the Location, secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. You must open your franchised business and be operational within twelve (12) months after signing the Franchise Agreement. (Sections 5.4, 5.5 and 5.6)

G. Training

We provide you an initial training program that covers material aspects of the operation of the franchised business. The initial training program is mandatory for the designated manager and he or she must attend and complete the initial training program to our satisfaction. The initial training program will be conducted approximately 2 weeks before the opening of the franchised business. The topics covered are listed in the chart below. The initial training program is conducted at a location we designate. We offer our initial training program whenever a new franchise location is projected to be opening. Your designated manager must satisfactorily complete the initial training program before we will approve an opening date for the franchised business. Up to 2 assistants of your choosing may also attend at your option (for a total of 3 people). We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart are an estimate of the time it will take to complete training. We do not charge for initial training. You must pay for all travel costs and living expenses for yourself and any of your attendees. You are responsible for training your own employees and other management personnel. The initial training is in addition to the on-site opening assistance we provide to you. Your franchised business must at all times be under the day-to-day supervision of a designated manager who has satisfactorily completed our training program. If you replace your designated manager, your new designated manager must attend our training program and complete the program to our satisfaction. After a replacement of the designated manager, he or she has 30 days to complete initial training. We currently do not charge a fee to attend our training program for a new designated manager that is replacing your original designated manager after you open, but we reserve the right to do so at any time in the future. You must pay all travel costs and living expenses for a new designated manager's attendance. (Section 8)

~~[The remainder of this page is intentionally left blank.]~~

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Establishing the ~~The~~ Lost Cajun's businesses	3	4	Classroom: ~~Headquarters~~ Headquarters unless otherwise designated. On ~~The~~the Job: At Franchisee's Location
General and Administrative	3	4	Classroom: ~~Headquarters~~ Headquarters unless otherwise designated. On ~~The~~ the Job: At Franchisee's Location
Food Preparation & Cooking	2	40	Classroom: ~~Headquarters~~ Headquarters unless otherwise designated. On ~~The~~the Job: At Franchisee's Location
Front of House Operations	4	20	Headquarters At Franchisee's Location
Totals	**12**	**68**	~~Total Hours~~

Training will be conducted by Raymond Griffin, Richard Berns and Jonathan Espey. Their qualifications are as follows:

Founder: Raymond Griffin

Raymond Griffin has owned and operated The Lost Cajun since 2010 and has been involved in the business on a day to day basis. He also was a Sea-Tow franchisee from 2005 to 2007. He also owned and operated one of the largest fishing charters, Griffin Fishing Charters, in the Southern United States for 15 years. Raymond has been preparing Cajun food for customers since 1998 in Lafitte, LA where he learned generations old recipes from true Cajuns.

President: Jonathan Espey

Jonathan Espey has been managing member and President of The Lost Cajun since 2012 and has been the owner and operator of The Lost Cajun in Breckenridge since 2012. From 2000 to 2012 Jon was the Regional Sales Manager for a publishing company where he managed accounts such as Exxon Mobil, Castrol, XM Sirius Radio, Sprint, and many other large brands. Jon is a graduate of the University of Alabama with a Small Business Management degree.

Chief Operating Officer: Richard Berns

Richard Berns has been the Chief Operating Officer of The Lost Cajun since April 2018. He was the Director of Operations of The Lost Cajun from August 2016 to April 2018. Prior to The Lost Cajun, Mr. Berns held the following positions with Tilted Kilt Franchise Operating, LLC: Senior Franchise Business Consultant (May of 2014 to February of 2016); Director of Pub Development (January of 2007 to May of 2016); and Director of Operations, Training & Supply Chain (January of 2006 to August 2008).

If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. If we name an additional trainer or a substitute trainer, he or she will be sufficiently knowledgeable, experienced and competent in the training subject to be conducted. We do not require additional trainers or substitute trainers to have a minimum number of years of experience with us or in the field. There are no limits on our right to assign a substitute trainer to provide training.

The initial training will include the following instructional materials: The Lost Cajun training manuals for each of the training classes and the Confidential Operations Manual. The dates and exact location of the training will be communicated to you in a written schedule we prepare in advance of each initial training program. In addition, we have designed and are providing an online training portal for all franchisees to use for training new employees and refreshing existing franchisees.

Periodically, you, your managers or employees must attend refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these programs will be at your expense. (Section 8.5)

The Lost Cajun's Obligations Under the Development Agreement. If The Lost Cajun and you enter into a Development Agreement, The Lost Cajun and you will sign one Franchise Agreement at the time the Development Agreement is signed. Except as described above, The Lost Cajun's applicable obligations under the Franchise Agreement apply to Restaurants developed under a Development Agreement. Each time The Lost Cajun and you sign another Franchise Agreement, The Lost Cajun's obligations are activated for the new Restaurant to be established. Except as described above, The Lost Cajun does not have separate obligations under the Development Agreement.

ITEM 10~~ITEM 12.~~
TERRITORY

Development Agreement: The Lost Cajun may award you the development rights to develop a certain number of Restaurants in a designated geographical area ("Development Area") if you meet The Lost Cajun's qualifications to become an area developer. If you are awarded a Development Area and subject to the following, The Lost Cajun will not locate any company-owned Restaurants at traditional locations or award a franchise to any person other than you to locate a Restaurant at a traditional location in your Development Area for the term of your Development Agreement. The Lost Cajun may establish, operate or grant a franchise or license to others to operate Restaurants under the System and Proprietary Marks at any non-traditional location within the Development Area at any time. The Lost Cajun may also license or sell, at both wholesale and retail, product or service lines that are being sold in Restaurants under the same or similar Proprietary Marks or any other proprietary marks at any location or distribution point within and outside the Development Area at any time. (Development Agreement—Section 1.2).

> The Development Area is described by a written description or map in an attachment to your Development Agreement and shows the metropolitan area, zip codes, cities, counties or other political subdivisions or market areas designated by physical boundaries like streets, highways or physical landforms, and is usually determined by density of population, demographics and number of projected trade areas available in the Development Area. The number of Restaurants you must open in the Development Area is determined by the Development Schedule to which you and The Lost Cajun agree and is based on the density of population, demographics and number of projected trade areas available in your Development Area. A trade area is generally defined as a geographic area with a population and business base that meets the demographic trade area guidelines for one Restaurant at a traditional location. However, each trade area is different, and whether a location will be approved in a particular trade area depends upon the factors discussed in Item 11 under Site Selection Methods. You must investigate your particular prospective development area to confirm the number of projected trade areas available before signing your Development Agreement.

You must enter into new franchise agreements and open your designated number of Restaurants at traditional locations in your Development Area by the dates agreed upon in your development schedule ("Schedule"). Opening Restaurants at non-traditional locations in your Development Area do not count toward fulfillment of your Schedule unless specially agreed upon in advance and in writing by The Lost Cajun. The fees for developing multiple Restaurants are discussed in Item 5. You must also meet other conditions provided in your Development Agreement, including complying with all material terms and conditions of your Franchise Agreements and other agreements with The Lost Cajun; operating your other Restaurants in compliance with the The Lost Cajun Confidential Operations Manual; notifying The Lost Cajun in writing of your desire to purchase an additional franchise and signing the then-current standard franchise agreement and other related documents; and paying the required franchise fee (see Item 17 and Development Agreement—Sections 3.2.1, 3.2.2 and 3.3.3). If you fail to have your designated Restaurants open in the Development Area in accordance with the Schedule or meet the other conditions of your Development Agreement, The Lost Cajun may terminate the Development Agreement or take other action provided under your Development Agreement (see Item 17 and Development Agreement— Section 4.3).

Your Development Area is not dependent upon achievement of a certain sales volume, market penetration or other contingency or circumstances other than as described above.

Other than as described above, you will not receive a protected territory under your Development Agreement. You may face competition from other franchisees, from Restaurants that The Lost Cajun owns or from other channels of distribution or competitive brands that The Lost Cajun controls.

<u>Franchise Agreement:</u> You will receive a protected territory based on an area of 50,000 people or a ten -mile diameter area to operate the franchised business, whichever is less ("Territory"). We determine the boundaries of the area, in our sole discretion, based on a variety of factors, including population density, traffic flow, , proximity to competitors, proximity to other franchisees, natural, physical or political boundaries, drive-time analysis and seasonality.

> Your Territory is not an exclusive territory. We reserve the right to establish other channels of distribution for the sale of services and products, including the location of Restaurants at non-traditional locations, Internet sales, catalog sales, telemarketing, or other direct marketing sales outside of and within your territory.

We will not compensate you for any sales made in your area through an alternate channel of distribution. You may not directly market to or solicit customers located outside of your Territory. Unless you are advertising cooperatively with another franchisee, you may not advertise in any media primarily circulated within another franchisee's territory. The Lost Cajun may also grant development rights to others that may limit you from seeking a site in all or any part of your Designated Area.

Restaurants at traditional locations typically operate in strip centers, free-standing locations or other commercial shopping centers with general public access from the street and are not typically located in an enclosed environment or Captive Facility.

Restaurants at non-traditional locations are typically located within another business or dependent upon one main business or organization as its primary trade generator, normally have limited access to the general public and a limited trade area, usually in relation to its primary trade generator (a "Captive Facility"). Examples of non-traditional locations include shopping malls, arenas, convention centers, airports, movie theaters, , hospitals, military bases, grocery stores, seasonal areas and similar environments. Because of the factors described above, you will not receive a Territory (protected or otherwise) for a non-traditional location. The determination of what constitutes a non-traditional location and the decision to grant a Territory is within The Lost Cajun's sole discretion. The Lost Cajun considers each site a traditional location unless we approve the location, in writing, as a non-traditional location.

You will operate the franchise from one location in which we have provided our consent. You must receive our written permission before relocating. If you can no longer use the location due to circumstances beyond your control or fault, including destruction of the premises, you will be allowed to relocate either permanently or temporarily to another location, conditioned upon our consent to that location. If you attempt to sell your franchised business or transfer your interest from the franchised business to a third party, we may exercise our right of first refusal to purchase your franchise, or require you to sell it to a third party of our choice, on the same terms and conditions as offered by the third party. You do not receive the right to acquire additional franchises within or outside of your Territory. You must meet our qualifications for new franchisees and pay a franchise fee to qualify for an additional franchise location. There are no minimum sales quotas. If we request, you must combine advertising with other franchises that are located in the market targeted by the advertising.

You will not have a right of first refusal to purchase an additional franchise in any area. The Lost Cajun is not obligated to contact you before granting area development rights or a franchise in your Designated Area or before your Territory is established. If you desire to obtain expansion rights to an area, you should consider applying to The Lost Cajun for the development rights to that area and enter into a Development Agreement. To the extent The Lost Cajun may consider granting additional franchises, you will not be considered for any franchise opportunity unless you are in good standing under each of your other The Lost Cajun Franchise Agreements.

ITEM 11~~ITEM 13.~~
TRADEMARKS

Development Agreement: The Development Agreement is not a franchise or license agreement and does not grant you any rights to use The Lost Cajun's Proprietary Marks.

Franchise Agreement: You receive the right to operate your business under the trademark, The Lost Cajun, which is the principal trademark used to identify our

System. You may also use any other current or future Marks to operate your franchised business that we designate. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify your business. You may not use any Marks that we have not designated to identify your business. Our principal trademark is registered with the United States Patent and Trademark Office (“USPTO”).

We have an approved registration of the following Marks on the U.S. Patent and Trademark Office (“USPTO”) Principal Register:

Description of Mark	~~Serial Number~~	Application Date or Registration Date	Serial Number or Registration Number	Principal or Supplemental Register of the United States Patent & Trademark Office
~~The Lost Cajun (service mark)~~	~~85731839~~	July 2, 2013	4360354	**Principal** **§8 (6 year) Declaration DUE by July 2, 2019**
THE LOST CAJUN		September 11, 2018	5561563	**Principal** **Nothing due in 2019**

There are currently no pending infringement, opposition, or state cancellation proceedings by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There is no pending federal or state court litigation with our mark. There are no agreements in place which will limit the franchisor's rights to use or license the use of trademarks listed in this section in a manner material to the franchise. We do not know of superior prior rights or infringing uses that could materially affect the franchisee's use of the principal trademarks in the state where the franchised business will be located.

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your franchised business. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the franchised business. You cannot use our name or Mark as part of a corporate name. You may not use a Mark with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your franchised business for the new or modified Marks. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words “The Lost Cajun” or any variation of “The Lost Cajun” without our prior written consent.

~~**ITEM 14.**~~

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We have no pending patent applications that are material to the franchise. We own copyrights in the Confidential Operations Manual, our website, our marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the franchised business and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a The Lost Cajun business. We will provide our trade secrets and other confidential information to you during training, in our The Lost Cajun Training Manuals in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to our trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement and Development Agreement that may result in automatic termination of the Franchise Agreement and Development Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

~~**ITEM15.**~~

OBLIGATION TO PARTICIPATE IN THE ~~ACTUALOPERATION~~ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The franchised business and the development of your development area must always be under the direct, full-time, day-to-day supervision of a designated manager. If you are an individual, we may require you to be the designated manager of the franchise. If you are a corporation or other business entity, you will select a designated manager for the franchise ~~andthe~~and the designated manager must attend and satisfactorily complete our initial training program before opening the franchised business. If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program within 30 days of designation.

As described in ITEM 14, certain individuals associated with your franchised business and Development Agreement, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non- Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and Development Agreement and agree to be personally liable for your breach of the Franchise Agreement and Development Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

ITEM 12~~ITEM 16.~~
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify. You may not sell any services or products that we have not authorized, and you must discontinue offering any services or products that we may disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. We may periodically change required or authorized services or products, and there are no limits on our right to do so.

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

Unless the customer initiates contact with you, you may not provide goods or services to a customer who resides outside of your area of primary responsibility. Otherwise, we do not place restrictions on you with respect to who may be a customer of your franchised business.

~~ITEM 17.~~
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise, area development and related agreements. You should read these provisions in the agreement attached to this Disclosure Document. You should refer to your state's-specific addendum attached to this Disclosure Document for exceptions to this ~~ITEM~~Item 17.

~~Provision~~	~~Section in Franchise or Other Agreement~~	~~Summary~~
~~a. Length of franchise term~~	~~Section 4.1~~	~~The initial term is 10 years.~~

~~b. Renewal or extension of the term~~	~~Section 4.2~~	~~You may renew for 2 successive renewal terms of 5 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement.~~
~~c. Requirements for franchisee to renew or extend~~	~~Section 4.2, Exhibit 5~~	~~You may renew the then-current Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, which may have materially different terms and conditions than your original Franchise Agreement; comply with current training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.~~
~~d. Termination by franchisee~~	~~Section 16.1~~	~~You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.~~
~~e. Termination by franchisor without cause~~	~~None~~	
~~f. Termination by franchisor with cause~~	~~Section 16.2~~	~~We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.~~
~~g. "Cause" defined-curable defaults~~	~~Section 16.2~~	~~If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Confidential Operations Manual, you can avoid termination of the Franchise Agreement if you cure~~ ~~the default within 30 days of receiving our notice of~~
~~**Provision**~~	~~**Section in Franchise or Other Agreement**~~	~~**Summary**~~

~~h.~~		
~~**Provision**~~	~~**Section in Franchise or Other Agreement**~~	~~**Summary**~~

~~i.~~		
~~j.~~		
~~k.~~		~~.~~
~~l.~~		
~~**Provision**~~	~~**Section in Franchise or Other Agreement**~~	~~**Summary**~~

~~m.~~		
~~n.~~		
~~o.~~		
~~p.~~		
~~**Provision**~~	~~**Section in Franchise or Other Agreement**~~	~~**Summary**~~

~~q.~~		
~~r.~~		
~~s.~~		
~~t.~~		
~~u.~~		~~Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Louisiana.~~
~~v. Choice of forum~~	~~Section 23.2, Exhibit 5~~	~~Subject to state law, any litigation must be pursued in courts located in Louisiana.~~
~~w. Choice of law~~	~~Section 23.1, Exhibit 5~~	~~Subject to state law, Louisiana law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States.~~

~~**Provision**~~	~~**Section In Development Agreement**~~	~~**Summary**~~

~~a. Term of the development agreement~~	~~Section 4.1~~	~~From signing of Development Agreement until the date the last Restaurant is scheduled to open, which may range from 12 months to 5 years depending upon the number of stores to be developed and the market area.~~
~~b. Renewal or extension of the term~~	~~None~~	~~N/A~~
~~c. Requirements for you to renew or extend~~	~~None~~	~~N/A~~
~~d. Termination by you~~	~~None~~	~~N/A~~
~~e. Termination by The Lost Cajun without cause~~	~~None~~	~~N/A~~
~~f. Termination by The Lost Cajun with cause~~	~~Section 9~~	~~The Lost Cajun can terminate only if you default.~~
~~g. "Cause" defined—defaults which can be cured~~	~~Sections 9.3 and 9.4~~	~~You have 60 days to cure a failure to open your~~ ~~Businesses by the date set in the development schedule; you have 30 days to cure: failure to submit reports; failure to maintain mandatory System standards and procedures; engaging in illegal business practices; unauthorized use of Proprietary Marks; failure to obtain The Lost Cajun's required consent; a default in any other franchise or development agreement; failure to obtain execution of confidentiality and non- compete agreements; if you make an unauthorized transfer to third party; if a permitted transfer is not effected within a reasonable time following your death or incapacity; failure to pay taxes, rent or payments to suppliers timely; you fail to comply with any other obligations of the Development Agreement or carry out its terms in good faith.~~

~~h. "Cause" defined – defaults which cannot be cured~~	~~Sections 9.1 and 9.2~~	~~Non-curable defaults: file petition in bankruptcy or other proceedings are begun to foreclose on assets; convicted of felony or liable in civil claim for practice that may have an adverse effect on the System; fail to comply with covenants not to compete; unauthorized disclosure of Manuals or confidential information; knowingly maintain false books or records or knowingly submit false reports; repeated defaults even if cured; knowingly fail to comply with requirements concerning taxes, permits and indebtedness.~~
~~i. Your obligations on termination/non-renewal~~	~~Section 10~~	~~Obligations include: return Manuals, other materials and confidential information; payment of amounts due; maintain confidentiality of~~

Provision		Section in Franchise Agreement	Summary
a.	Length of franchise term	Section 4.1	The initial term is 10 years.
b.	b. Renewal or extension of the term	Section 4.2	You may renew for 2 successive renewal terms of 5 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement.
c.	c. Requirements for franchisee to renew or extend	Section 4.2, Exhibit 5	You may renew the then-current Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, which may have materially different terms and conditions than your original Franchise Agreement; comply with current training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.
d.	Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.
e.	e. Termination by franchisor without cause	None	

	Provision	Section in Franchise Agreement	Summary
f.	f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g.	"Cause" defined-curable defaults	Section 16.2	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Confidential Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults below that require cure in a shorter time and non-curable defaults in (h) below. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h.	"Cause" defined- non-curable defaults	Section 16.2, Exhibit 5	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the franchised business; fail to have your designated manager satisfactorily complete training; made a material misrepresentation or omission in the application for the franchise; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect the reputation of either party or the franchised business; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the franchised business; use the Confidential Operations Manual, The Lost Cajun Training Manuals, trade secrets or other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the franchised business for 5 or more

	Provision	Section in Franchise Agreement	Summary
			consecutive days; surrender or transfer control of the franchised business in an unauthorized manner; fail to maintain the franchised business under the supervision of a designated manager following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on 2 or more occasions any health, safety or other laws or operate the franchised business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; breach the franchise agreement or fail to comply with specifications on 2 or more occasions within any 12 months; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.
i.	Franchisee's obligations on termination/non- renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the franchised business; stop using any trade secrets, confidential information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j.	Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k.	"Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the franchise location or the franchised business's assets
l.	Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of $17,500; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised business; and the transferee has obtained all necessary types of insurance. In addition to the transfer fee the new franchisee may be required to pay an additional training fee.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 19	We may match an offer for your franchised business or an ownership interest you propose to sell.
o.	Franchisor's option to purchase franchisee's franchised business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your franchised business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the franchised business for fair market value.
p.	Death or disability of franchisee	Section 18.6	Following the death or incapacity of an owner of the franchised business or the death or incapacity of any holder of a legal or beneficial interest in the franchised business, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchised business within 180 days of death or incapacity or we may terminate the Franchise Agreement.

	Provision	Section in Franchise Agreement	Summary
q.	Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the franchised business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.2, Exhibit 5	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 50 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 50 miles of any other The Lost Cajun business; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s.	Modification of the agreement	Sections 9.2, 22.7 and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. Standards, specifications, Confidential Operations Manual, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t.	Integration/merger clause	Section 22.7, Exhibit 5	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises are not enforceable.
u.	Dispute resolution by arbitration or mediation	Section 23.6, Exhibit 5	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Louisiana.
v.	Choice of forum	Section 23.2, Exhibit 5	Subject to state law, any litigation must be pursued in courts located in Louisiana.
w.	Choice of law	Section 23.1, Exhibit 5	Subject to state law, Louisiana law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States.

Provision	Section ~~In~~in Development Agreement	Summary

	Provision	Section ~~In~~in Development Agreement	Summary
a.	Term of the Development Agreement	Section 4.1	From signing of Development Agreement until the date the last Restaurant is scheduled to open, which may range from 12 months to 5 years depending upon the number of stores to be developed and the market area.
b.	Renewal or extension of the term	None	N/A
c.	Requirements for you to renew or extend	None	N/A
d.	Termination by you	None	N/A
e.	Termination by The Lost Cajun without cause	None	N/A
f.	Termination by The Lost Cajun with cause	Section 9	The Lost Cajun can terminate only if you default.
g.	"Cause" defined—defaults which can be cured	Sections 9.3 and 9.4	You have 60 days to cure a failure to open your Businesses by the date set in the development schedule; you have 30 days to cure: failure to submit reports; failure to maintain mandatory System standards and procedures; engaging in illegal business practices; unauthorized use of Proprietary Marks; failure to obtain The Lost Cajun's required consent; a default in any other franchise or Development Agreement; failure to obtain execution of confidentiality and non-compete agreements; if you make an unauthorized transfer to third party; if a permitted transfer is not effected within a reasonable time following your death or incapacity; failure to pay taxes, rent or payments to suppliers timely; you fail to comply with any other obligations of the Development Agreement or carry out its terms in good faith.
h.	"Cause" defined—defaults which cannot be cured	Sections 9.1 and 9.2	Non-curable defaults: file petition in bankruptcy or other proceedings are begun to foreclose on assets; convicted of felony or liable in civil claim for practice that may have an adverse effect on the System; fail to comply with covenants not to compete; unauthorized disclosure of Manuals or confidential information; knowingly maintain false books or records or knowingly submit false reports; repeated defaults even if cured; knowingly fail to comply with requirements concerning taxes, permits and indebtedness.
i.	Your obligations on termination/non-renewal	Section 10	Obligations include return Manuals, other materials and confidential information; payment of amounts due; maintain confidentiality of information (also see r. below).

Provision		Section ~~In~~in Development Agreement	Summary
j.	~~j.~~ Assignment of contract by The Lost Cajun	Section 8.10	No restriction on The Lost Cajun's right to assign.
k.	~~k.~~ "Transfer" by you~~—~~ - definition	Section 8.1	Includes transfer of contract, assets or ownership interest.
l.	~~l.~~ The Lost Cajun's approval of transfer by developer	Section 8.5	The Lost Cajun has the right to approve all transfers, except a transfer to an heir or beneficiary after your death or mental incapacity~~,~~ but will not unreasonably withhold approval as long as certain conditions are satisfied.
m.	~~m.~~ Conditions for The Lost Cajun approval of transfer	Section 8	You may transfer your interest to a legal entity as long as you retain ownership of a majority of the total voting power; you may transfer to a third party if: The Lost Cajun does not exercise its right of first refusal; the transferee qualifies; all of your obligations are satisfied; you are in compliance with your Development Agreement; the transferee enters into a personal guaranty; you sign a release; the transfer fee is paid (see Item 6); transferee enters into a new development agreement; and transferee completes training. If you are a business entity, your principals may transfer part of their ownership interest as long as they retain over 50% of the total voting power if prior notice is given, The Lost Cajun approves and confidentiality and non-compete agreements are obtained. The purchase price from a transferee must not exceed 125% of the development fees charged to Developer by Franchisor.
n.	~~n.~~ The Lost Cajun's right of first refusal to acquire developer	Section 8.4	The Lost Cajun can match any offer for developer~~.~~
o.	~~o.~~ The Lost Cajun's option to purchase your Business	None	N/A
p.	~~p.~~ Your death or disability	Section 8.3	Your estate must transfer your interest to your heirs or beneficiaries, or a third party approved by The Lost Cajun.
q.	~~q.~~ Non-competition covenants during the term of the franchise	Section 11	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the franchised business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive

	Provision	Section ~~In~~in Development Agreement	Summary
			business
r.	Non-competition covenants after the franchise is terminated or expires	Section 11	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 50 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 50 miles of any other The Lost Cajun business; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s.	Modification of the Agreement	Section 17	No modifications generally but standards, specifications, assistance and other items specified in the Development Agreement are subject to change (see Items 8, 9, and 16).
t.	Integration/ merger clause	Section 17	Only the terms of your Franchise, Development and other Agreements attached to this offering circular and signed by you are binding (subject to state law). Any other promises may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 19.6, Exhibit 5	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Louisiana.
v.	Choice of Forum	Section 19.2	Subject to state law, any litigation must be pursued in courts located in Louisiana.
w.	Choice of Law	Section 19.1	Subject to state law, Louisiana law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States.

~~Provision~~	~~Section In Development Agreement~~	~~Summary~~
		~~injury or prejudice to the Marks or the System;~~ ~~owning or working for a competitive business.~~

~~r. Non-competition covenants after the franchise is terminated or expires~~	~~Section 11~~	~~For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 50 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 50 miles of any other The Lost Cajun business; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.~~
~~s. Modification of the Agreement~~	~~Section 17~~	~~No modifications generally but standards, specifications, assistance and other items specified in the Development Agreement are subject to change (see Items 8, 9, and 16).~~
~~t. Integration/ merger clause~~	~~Section 17~~	~~Only the terms of your Franchise, Development and other Agreements attached to this offering circular and signed by you are binding (subject to state law). Any other promises may not be enforceable.~~
~~u. Dispute resolution by arbitration or mediation~~	~~Section 19.6, Exhibit 5~~	~~Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Louisiana.~~
~~v. Choice of Forum~~	~~Section 19.2~~	~~Subject to state law, any litigation must be pursued in courts located in Louisiana.~~
~~w. Choice of Law~~	~~Section 19.1~~	~~Subject to state law, Louisiana law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States.~~

~~**ITEM 18.**~~

ITEM 13
PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 14~~ITEM 19.~~
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 Jonathan Espey, P.O. Box 1818, Frisco, Colorado 80443, (970) 485-6123, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 15~~ITEM 20.~~
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: System-wide Outlet Summary
For years 2016-2018

~~**SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2015 TO 2017**~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	9	9	0
	~~2015~~	~~2~~	~~7~~	~~+5~~
	~~2016~~2017	~~7~~9	~~8~~12	~~+1~~3
	~~2017~~2018	~~8~~12	~~10~~24	~~+2~~12
Company-Owned	2016	2	2	0
	~~2015~~	~~2~~	~~2~~	~~0~~
	~~2016~~	~~2~~	~~2~~	~~0~~
	2017	2	2	0
	2018	2	1	-1
Total Outlets~~*~~	**2016**	**11**	**11**	**0**
	~~2015~~	~~4~~	~~9~~	~~+5~~
	~~2016~~**2017**	~~9~~**11**	~~10~~**14**	~~+1~~**3**
	~~2017~~**2018**	~~10~~**14**	~~12~~**24**	~~+2~~**12**

Table No. 2: Transfers of Outlets from Franchisees to New Owners (Other than Franchisor) for Years 2016-2018

~~TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2015 TO 2017~~

State	Year	Number of ~~Transfers~~Tranfers
	~~2015~~	~~0~~
~~Total*~~Colorado	2016	0
	2017	4
	2018	2
Texas	2016	0
	2017	2
	2018	0
Total	**2016**	**0**
	2017	**6**
	2018	**2**

Table No. 3: Status of Franchised Outlets For Years 2016-2018

~~STATUS OF FRANCHISE OUTLETS FOR YEARS 2015 TO 2017~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations ~~–~~ (Other Reasons)	Outlets at End of ~~the~~ Year
Colorado	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
	~~2015~~2018	~~1~~6	~~2~~3	0	0	0	0	~~3~~9
~~Minnesota~~Louisiana	2016	~~3~~0	~~1~~0	0	0	0	0	~~4~~0
	2017	~~4~~0	~~1~~0	0	0	0	0	~~5~~0

	~~2015~~2018	0	~~0~~1	0	0	0	~~1~~0	~~0~~1
North Carolina	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
South Carolina	2016	2	0	0	0	0	1	1
	2017	~~4~~1	~~1~~0	0	0	0	0	~~5~~1
SouthCarolina	~~2015~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2016~~2018	~~2~~1	~~0~~1	0	0	0	~~1~~0	~~1~~2
	~~2017~~	~~4~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
Tennessee	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	~~2015~~2018	~~0~~1	~~1~~0	0	0	0	0	1
	~~2016~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2017~~	~~4~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
Texas	2016	1	1	0	0	0	0	2
	~~2015~~2017	~~0~~2	~~1~~2	0	0	0	0	~~1~~4
	2018	4	7	0	0	0	1	10
~~Total~~***Totals**	**2016**	**~~1~~9**	**1**	**0**	**0**	**0**	**~~0~~1**	**~~2~~9**
	2017	**~~2~~9**	**~~1~~3**	**0**	**0**	**0**	**0**	**~~3~~12**
	~~2015~~	~~2~~	~~6~~	~~0~~	~~0~~	~~0~~	~~1~~	~~7~~
	~~2016~~	~~7~~	~~2~~	~~0~~	~~0~~	~~0~~	~~1~~	~~8~~
	~~2017~~2018	**~~8~~12**	**~~2~~13**	**0**	**0**	**0**	**~~0~~1**	**~~10~~24**

Table No~~.~~ 4: Status of Company Owned Outlets
For Years 2016-2018

~~**STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2015 TO 2017**~~

		Outlets at Start	O	Terminations	Non-Renewals	~~Outlets~~ Reacquir	~~Outlets~~	~~Outlets~~	Outlets at End

State	Year	of Year	utl ets Op en ed			ed ~~From~~by ~~Franchise~~ ~~e~~Franchisor	~~Closed~~ Ceased Operations (Other Reasons)	~~Sold to Franchisee~~	of ~~the~~ Year
Colorado	2016	2	0	0	0	0	0		2
	2017	2	0	0	0	0	0		2
	~~2015~~2018	2	0	0	0	0	~~0~~1	~~0~~	~~2~~1
Total	2016	2	0	0	0	0	0	~~0~~	2
	2017	2	0	0	0	0	0	~~0~~	2
~~Total*~~	~~2015~~2018	2	0	0	0	0	~~0~~1	~~0~~	~~2~~1
	~~2016~~	~~2~~	~~0~~			~~0~~	~~0~~	~~0~~	~~2~~
	~~2017~~	~~2~~	~~0~~			~~0~~	~~0~~	~~0~~	~~2~~

* The company-owned Restaurants refer to our affiliates' The Lost Cajun locations.

Table No. 5

Projected Openings as of December 31, 2018 for 2019

~~PROJECTED OPENINGS AS OF DECEMBER 31, 2017~~

State	Franchise Agreements Signed ~~But~~but Outlet Not ~~Yet~~ Opened	Projected New Franchised ~~Outlet In The~~Outlets in the Next Fiscal Year	Projected New Company-~~-~~ Owned ~~Outlet~~Outlets in the ~~Next~~Current Fiscal Year
Colorado	~~1~~6	~~3~~2	~~0~~
~~Louisiana~~Florida	~~0~~1	1	~~0~~
North Carolina	~~0~~9	~~3~~4	~~0~~
South Carolina	~~0~~1	1	~~0~~
Tennessee	~~0~~2	1	~~0~~
Texas	4	~~7~~2	~~0~~
Total~~*~~	~~5~~**23**	~~1 6~~ **11**	**0**

The names, addresses, and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as **Exhibit I**. During our last fiscal year, we have not had a franchisee whose franchise was terminated, cancelled, not renewed or voluntarily or involuntarily ceased doing business under the Franchise Agreement or Development Agreement, and no franchisee of ours has not communicated with us within the last 10 weeks. This information is also disclosed in Exhibit I. If you buy this franchise, your contact information may be disclosed to other buyers if you leave the franchise system.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with The Lost Cajun system. You may wish to speak with current and former franchisees~~,~~ but be aware that not all such franchisees will be able to communicate with you. None of our franchisees have signed a confidentiality clause during the last three fiscal years.

Currently, we have no trademark-specific franchise organization associated with the franchise system being offered.

~~CONTACT INFORMATION FOR CURRENT FRANCHISEES~~

~~The names, addresses and telephone numbers of our franchisees as of December 31, 2017 are as follows:~~

~~Contact~~	~~Location or Area~~	~~Address~~	~~Contact Phone~~
~~Greg & Karin Jones~~	~~Glenwood Springs, CO~~	~~711 Grand Ave., Glenwood Springs, CO 81601~~	~~970-230-9410~~
~~Rob & Susan Estrada~~	~~Hendersonville, TN~~	~~206-A North Anderson Lane, Suite 700, Hendersonville, TN 37075~~	~~615-447-3697~~
~~Clayton Eaddy~~	~~Greenville, SC~~	~~3612A Pelham Road, Greenville, SC 29615~~	~~864-605-7117~~
~~Michelle Juneau~~	~~Pagosa Springs, CO~~	~~438 C Pagosa St., Pagosa Springs, CO 81147~~	~~970-264-0608~~
~~Blaine & Lori Law~~	~~Odessa, TX~~	~~6990 TX-191 E, Odessa, TX 79765~~	~~432-563-0044~~
~~Robert & Jessica Floyd~~	~~Ft. Collins, CO~~	~~331 S. Meldrum, Ft. Collins, CO 80521~~	~~970-232-9028~~
~~Blaine & Lori Law~~	~~Midland, TX~~	~~4501 W. Wadley Ave, Midland, TX 79707~~	~~432-689-0513~~
		~~5350 South Santa, Fe Drive, Littleton,~~	

~~Greg Jones~~	~~Littleton, CO~~	~~CO 80120~~	~~720-535-8862~~
~~Greg & April Schwalbach~~	~~Humble, TX~~	~~7042 FM 1960 Road E, Humble, TX 77346~~	~~281-570-4759~~
~~Barry Kruger~~	~~San Antonio, TX~~	~~226 W. Bitters Rd, San Antonio, TX 78216~~	~~210-363-1127~~

~~Except for the following list, during our last fiscal year, we have not had a franchisee whose franchise was terminated, cancelled, not renewed or voluntarily or involuntarily ceased doing business under the Franchise Agreement or Development Agreement, and no franchisee of ours has not communicated with us within the last 10 weeks. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. The names, addresses and telephone numbers of these franchisees are as follows:~~

~~Voluntarily Ceased to Do Business:~~

~~Contact~~	~~Location or Area~~	~~Address~~	~~Contact Phone~~
~~Joey Turbeville~~	~~Lexington, SC~~	~~5086 Sunset Blvd., Lexington, SC 2907~~	~~803-622-2404~~

ITEM 16~~ITEM 21.~~
FINANCIAL STATEMENTS

Attached as Exhibit F are our audited financial statements for the periods ending December 31, ~~2017,~~2018, December 31, ~~2016~~2017 and December 31, ~~2015.~~2016.

Our fiscal year end is December 31.

ITEM 17~~ITEM 22.~~
CONTRACTS

The Lost Cajun Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit C.

The Lost Cajun Development Agreement is attached to this Disclosure Document as Exhibit D.

The Lost Cajun General Release is attached to the Franchise Agreement as Exhibit 1.

The Lost Cajun Nondisclosure and Non-Competition Agreement is attached to the Franchise

Agreement as Exhibit 2.

The Lost Cajun Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit 3.

We provide no other contracts or agreements for your signature.

ITEM 18~~ITEM 23.~~
RECEIPTS

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises for these states. We may register in one or more of these states.

~~California~~

STATE	STATE ADMINISTRATOR
CALIFORNIA	California Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441
KENTUCKY	Kentucky Attorney General's Office

STATE	STATE ADMINISTRATOR
	Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 517-373-7117
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8000
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street

STATE	STATE ADMINISTRATOR
	Raleigh, NC 27601 919-733-3924
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 605-773-3563
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX:801-530-6001

STATE	STATE ADMINISTRATOR
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8760
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557

~~Department of Business Oversight One Sansome Street~~
~~San Francisco, California 94104-4428~~

~~Connecticut~~

~~Connecticut Banking Commissioner Department of Banking~~

~~Securities & Business Investments Division 260 Constitution Plaza~~

~~Hartford, Connecticut 06103~~

~~Florida~~

~~Division of Consumer Services Attn: Business Opportunities 2005 Apalachee Parkway~~

~~Tallahassee, Florida 32399-6500~~

~~Hawaii~~

~~Commissioner of Securities~~

~~Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203~~

~~Honolulu, Hawaii 96813~~

~~(808) 586-2722~~

~~Illinois~~

~~Illinois Attorney General 500 South Second Street Springfield, Illinois 62706~~

~~(217) 782-4465~~

~~Indiana~~

~~Indiana Secretary of State Securities Division~~

~~302 West Washington Street, Room E-111 Indianapolis, Indiana 46204~~

~~Kentucky~~

~~Office of the Attorney General Consumer Protection Division Attn: Business Opportunity 1024 Capital Center Drive Frankfort, Kentucky 40601-8204~~

~~Maine~~

~~Department of Professional and Financial Regulations Bureau of Banking~~

~~Securities Division 121 Statehouse Station~~

~~Augusta, Maine 04333~~

~~Maryland~~

~~Office of the Attorney General Securities Division~~

~~200 St. Paul Place Baltimore, Maryland 21202~~

~~Michigan~~

~~Michigan Attorney General's Office Consumer Protection Division~~

~~Attn: Franchise Section 525 W. Ottawa Street~~

~~G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933~~

~~Minnesota~~

~~Minnesota Department of Commerce Commissioner of Commerce~~

~~85 7th Place East, Suite 600 St. Paul, Minnesota 55101~~

~~Nebraska~~

~~Nebraska Department of Banking and Finance Commerce Court~~

~~1230 O Street, Suite 400~~

~~Lincoln, Nebraska 68509~~

~~New York~~

~~Bureau of Investor Protection and Securities New York State Department of Law~~

~~120 Broadway, 23rd Floor New York, New York 10271~~

~~North Carolina Secretary of State Securities Division~~

~~300 North Salisbury Street, Suite 100 Raleigh, North Carolina 27603-5909~~

~~North Dakota~~

~~North Dakota Securities Department 600 East Boulevard Avenue~~

~~State Capitol – 5th Floor Department 414~~

~~Bismarck, North Dakota 58505-0510 (701) 328-4712~~

~~Rhode Island~~

~~Department of Business Regulation JOHN O. PASTORE COMPLEX~~

~~1511 Pontiac Avenue Bldg. 69, First~~

~~Floor Cranston, RI 02920~~

~~South Carolina~~

~~Office of the Secretary of State 1205 Pendleton Street~~

~~Edgar Brown Building, Suite 525 Columbia, South Carolina 29201~~

~~South Dakota~~

~~Department of Revenue and Regulation Division of Securities~~

~~445 East Capitol Avenue Pierre, South Dakota 57501~~

~~Texas~~

~~Office of the Secretary of State Statu~~

~~tory Document Section 1019 Brazos Street~~

~~Austin, Texas 78701~~

~~Utah~~

~~Utah Department of Commerce Division of Consumer Protection 160 East Three Hundred South~~

~~P.O. Box 146704~~

~~Salt Lake City, Utah 84114-6704~~

~~Virginia~~

~~State Corporation Commission~~

~~Division of Securities and Retail Franchising Tyler Building,~~

~~9th Floor~~

~~1300 East Main Street Richmond, Virginia 23219~~

~~Washington~~

~~Department of Financial Institutions Securities Division~~

~~150 Israel Road Southwest Olympia, Washington 98501~~

~~Wisconsin~~

~~Division of Securities~~

~~Department of Financial Institutions 345 West Washington Avenue Madison, Wisconsin 53703~~**EXHIBIT B**

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

STATE	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles 90013-2344
CONNECTICUT	Connecticut Banking Commissioner 260 Constitution Plaza Hartford, CT 06103
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334
HAWAII	Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333

STATE	AGENT FOR SERVICE OF PROCESS
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Commerce Corporations and Securities Bureau 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301
NEW YORK	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State Secretary of State's Office 2 South Salisbury Street Raleigh, NC 27601
NORTH DAKOTA	North Dakota Securities Commissioner 2 South Salisbury Street Raleigh, NC 27601
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105
OREGON	Director Department of Insurance and Finance Labor and Industries Building Salem, OR 96310
RHODE ISLAND	Director, Rhode Island Department of Business Regulation John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920

STATE	AGENT FOR SERVICE OF PROCESS
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211
SOUTH DAKOTA	Director of the South Dakota Division of Insurance, Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804
VIRGINIA	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051
WASHINGTON	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Commissioner of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703

~~California~~

~~Department of Business Oversight~~
~~One Sansome Street~~
~~San Francisco, California 94104-4428~~

~~Connecticut~~

~~Connecticut Banking Commissioner Department of Banking~~
~~Securities & Business Investments Division~~
~~260 Constitution Plaza~~
~~Hartford, Connecticut 06103~~

~~Hawaii~~

~~Commissioner of Securities~~
~~Department of Commerce and Consumer Affairs~~
~~335 Merchant Street, Room 203~~
~~Honolulu, Hawaii 96813~~

~~Illinois~~

~~Illinois Attorney General~~
~~500 South Second Street~~
~~Springfield, Illinois 62706~~

~~Indiana~~

~~Indiana Secretary of State Securities Division~~
~~302 West Washington Street, Room E-111 Indianapolis, Indiana 46204~~

~~Maryland~~

~~Maryland Securities Commissioner~~
~~Office of Attorney General, Securities Division~~
~~200 St. Paul Place~~
~~Baltimore, Maryland 21202~~

~~Michigan~~

~~Michigan Department of Commerce Corporations and Securities Bureau~~
~~P.O. Box 30054~~
~~6546 Mercantile Way~~
~~Lansing, Michigan 48909~~

~~Minnesota~~

~~Minnesota Department of Commerce Commissioner of Commerce~~
~~85 7th Place East, Suite 600 St. Paul, Minnesota 55101~~

~~New York~~

~~Secretary of the State of New York~~
~~41 State Street~~
~~Albany, New York 12231~~

~~North Dakota~~

~~North Dakota Securities Department~~
~~State Capitol – 5th Floor~~
~~600 East Boulevard~~
~~Bismarck, North Dakota 58505-0510~~

~~Rhode Island~~

~~Director, Department of Business Regulation~~
~~JOHN O. PASTORE COMPLEX~~
~~1511 Pontiac Avenue Bldg. 69, First Floor~~
~~Cranston, RI 02920~~

~~South Dakota~~

~~Department of Revenue and Regulation Division of Securities~~
~~445 East Capitol Avenue~~
~~Pierre, South Dakota 57501~~

~~Virginia~~

~~Clerk, State Corporation Commission Tyler Building, 1st Floor~~
~~1300 East Main Street~~
~~Richmond, Virginia 23219~~

~~Washington~~

~~Director, Department of Financial Institutions Securities Division~~
~~150 Israel Road Southwest~~
~~Olympia, Washington 98501~~

~~Wisconsin~~

~~Commissioner of Securities~~
~~345 West Washington Street, 4th Floor~~
~~Madison, Wisconsin 53703~~**EXHIBIT C**

FRANCHISE AGREEMENT

THE LOST CAJUN
FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION
PAGE

~~ii TABLE OF CONTENTS~~
~~(continued)~~
~~SECTION~~
~~PAGE~~

~~TABLE OF CONTENTS (continued)~~

~~SECTION~~ ~~PAGE~~

~~TABLE OF CONTENTS~~
~~(continued)~~

~~SECTION~~ ~~PAGE~~

~~**TABLE OF CONTENTS**~~
~~(continued)~~

~~**SECTION**~~ ~~**PAGE**~~

EXHIBITS

EXHIBIT 1 - GENERAL RELEASE
EXHIBIT 2 - NONDISCLOSURE AND NON-COMPETITION AGREEMENT
~~1.~~ EXHIBIT 3 - UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS
~~2.~~ EXHIBIT 4 - HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE~~-~~
~~DISCLOSURE QUESTIONAIRRE~~;
OFFICERS; DIRECTORS
EXHIBIT 5 - MULTI-STATE ADDENDA

THE LOST CAJUN

FRANCHISE AGREEMENT

This Franchise Agreement made this ____ day in the month of__________ ______, 20____ ______, is by and between The Lost Cajun Enterprises LLC, a Colorado company, having its principal place of business at 19343 North 12th Street, Suite A, Covington, LA 70433 ("Franchisor"), and _____ __________________ , an individual/partnership/corporation/limited liability company established in the State of _____ ________ and whose principal address is ____ ____("Franchisee").

~~W I T N E S S E T H :~~WITNESSETH:

WHEREAS, Franchisor and its Affiliate* have developed, and are in the process of further developing, a System identified by the trademark "The Lost Cajun" and relating to the establishment and operation of a Cajun themed Restaurant, referred to as "The Lost Cajun"

WHEREAS, in addition to the trademark "The Lost Cajun" and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a The Lost Cajun Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a The Lost Cajun restaurant, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

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

~~1. DEFINITIONS~~

1. DEFINITIONS*

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

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

"Agreement" means this agreement entitled "The Lost Cajun Franchise Agreement" and all instruments
supplemental hereto or in amendment or confirmation hereof;

* Capitalized terms not otherwise defined are defined in Section 1.

~~*Capitalized terms not otherwise defined are defined in Section 1.~~

"**Location**" or "**Franchised Business Facility**" means the site for the operation of the Franchised Business selected by Franchisee and consented to in writing by Franchisor;

"**Approved Supplier(s)**" is defined in Section 13.1;

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

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

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

"**Cooperative Advertising**" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for The Lost Cajun Businesses within a particular region;

"**Designated Area**" is defined in Section 2.3;

"**Designated Manager**" means the individual designated by Franchisee as having primary responsibility for managing the daily affairs of the Franchised Business. ~~If Franchisee is a legal business entity, (such as a corporation, partnership, or any other business entity), Franchisor may, in its sole discretion, require that the Designated Manager own at least fifteen percent (15%) of the equity in Franchisee, and if Franchisee is an individual and not a legal business entity, Franchisor may, in its sole discretion, require that the Designated Manager be the Franchisee;~~ [Note: I recommend keeping this simple]

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

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

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

"**Franchise Fee**" is defined in Section 3.1;

"**Franchised Business**" means The Lost Cajun Business to be established and operated by Franchisee pursuant to this Agreement;

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

"**Franchisor**" means The Lost Cajun Enterprises LLC;

"**Franchisor Indemnities**" has the meaning given to such term in Section 21.3;

"**Generally Accepted Accounting Principles**" or "**GAAP**" means the standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

"**Grand Opening Advertising**" has the meaning given to such term in Section 11.1;

"**Gross Revenue**" means all revenue that you derive from operating the Franchise, including, but not limited to, all amounts that you receive at or away from the Premises, all delivery and catering charges not included in the price of Menu Items, and all amounts from selling or issuing gift or loyalty cards, whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but (l) excludes all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, and (2) is reduced by the amount of any documented refunds, credits, and discounts the Franchise in good faith gives to customers (if those amounts originally were included in calculating ~~Cross~~Gross Sales).

"**Gross Revenue Reports**" has the meaning give to such term in Section 12.2;

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

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

"**Local Advertising**" has the meaning given to such term in Section 11.2;

"**Marketing Fund**" has the meaning given to such term in Section 11.3;

"**Marketing Fund Contribution**" has the meaning given to such term in Section 11.3;

"**Marks**" means the trade name or trademark "The Lost Cajun" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with The Lost Cajun Businesses;

"**Royalty Fee**" has the meaning given to such term in Section 3.2;

"**System**" means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of The Lost Cajun Businesses; and

"**Territory**" has the meaning given to such term in Section 2.4;

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

~~2. GRANT OF FRANCHISE; LOCATION~~

2. GRANT OF FRANCHISE; LOCATION

2.1 ~~2.1~~ Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) The Lost Cajun Business at a traditional location using the System and Marks.

2.2 ~~2.2~~ Location

~~2.2.1~~ The street address (or detailed description of the premises) of the Location for the facility for the operation of the Franchised Business ("Franchised Business Facility") is: ____________________ ____

____

____

~~____.~~

2.3 ~~2.3~~ Location Not Determined

If the Location for the Franchised Business Facility is determined as of the Effective Date, then this Section shall be inapplicable. If the Location of the Franchised Business Facility is not determined as of the Effective Date, then the geographic area in which the Franchised Business Facility is to be located shall be within the geographic area described below ("Designated Area"). Franchisee shall select and submit possible sites for Franchisor's consent in accordance with Section 5.1. When the Location is determined, its address shall be inserted into Section 2.2, shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse. The failure to insert such address into Section 2.2, shall not automatically affect the enforceability of this Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is: ______

____

____

~~Nashville, TN (Metropolitan Area)~~

2.4 ~~2.4~~ Territory

Franchisee will receive a protected territory of a population base of 50,000 people or a 10-Mile diameter whichever is less, to be determined by Franchisor, in its sole discretion, and depicted on the map in Section 2.5 below ("Territory"). Franchisee will operate a Franchised Business at a traditional location within the designated Territory and shall limit all direct marketing, advertising, and business activities within such area, as stated in Section 2.8. As long as this Agreement is in full force and effect and Franchisee is not in default under any of the terms hereof, Franchisor shall not limit or alter the boundaries of Franchisee's Territory. Franchisee's rights in the Territory are subject to Franchisor's rights articulated in Section 2.7.

~~[The remainder of this page is intentionally left blank.]~~~~2.5~~ **Map and Description of Territory**

i. ~~2.5.1~~ The Territory shall be defined by and exist within the following zip codes or other physical, political or natural boundaries: ____

____

____

____

____

____

____

~~2.5.2~~ The map of the Territory is:

2.5 ~~2.6~~ Sub-franchising/Agents

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

2.6 ~~2.7~~ Franchisor's Rights

Franchisee acknowledges that except to the extent provided in Section 2 above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to:

2.6.1 ~~2.7.1~~ establish, own or operate, and license others to establish, own or operate, The Lost Cajun Businesses outside of the Territory at any location as Franchisor deems appropriate;

2.6.2 ~~2.7.2~~ establish, own or operate, and license others to establish, own or operate The Lost Cajun Businesses at non-traditional locations using The Lost Cajun trademarks and other businesses under other systems using other trademarks, both inside and outside of the Territory, at any location as Franchisor deems appropriate;

2.6.3 ~~2.7.3~~ purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

2.6.3.1 ~~2.7.3.1~~ offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a The Lost Cajun Business; or

2.6.3.2 ~~2.7.3.2~~ offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

2.6.4 ~~2.7.4~~ be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Territory;

2.6.5 ~~2.7.5~~ provide the services and sell the products authorized for The Lost Cajun Businesses using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution on such terms and conditions as Franchisor deems appropriate; and

2.6.6 ~~2.7.6~~ engage in any activities not expressly forbidden by this Agreement.

2.7 ~~**2.8**~~ **Marketing and Solicitation Restrictions**

Franchisee shall not directly market to or solicit customers whose principal business office or property address is located outside of the Territory. Except as part of Cooperative Advertising implemented pursuant to Section 11.4, Franchisee shall not advertise in any media whose primary circulation is within the area of primary responsibility of another franchisee. Franchisor shall make reasonable efforts to enforce these restrictions with regard to Franchisee and any other The Lost Cajun Businesses, but under no circumstances shall Franchisor be required to engage in litigation or similar actions with regard to these restrictions.

~~**3. FEES**~~

3. FEES

3.1 ~~**3.1**~~ **Franchise Fee**

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of FORTY THOUSAND DOLLARS ($40,000).The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5 and 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 ~~3.2~~ Weekly Royalty Fee

On or before the Wednesday of each week, for so long as this Agreement shall be in effect, Franchisor shall be entitled to a fee ("Royalty Fee") equal to six percent (6%) of the Gross Revenue for the previous week from Monday through Sunday. Franchisee shall pay weekly Royalty Fees in the following manner:

3.2.1 ~~3.2.1~~ Franchisee shall make a Royalty Fee payment to Franchisor on or before the Wednesday of each week which is equal to six percent (6%) of Gross Revenue of the Franchised Business that Franchisee collects during the previous week (Monday through Sunday).

3.2.2 Each weekly Royalty Fee payment made by Franchisee shall accompany a Gross Revenue Report, as required by Section 12.2, for the same period. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.4, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system.

3.3 ~~3.3~~ Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.4 ~~3.4~~ Electronic Transfer

Franchisor has the right to require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. At Franchisor's request, Franchisee shall open and maintain an Electronic Depository Transfer Account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Every week, Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent.

3.5 ~~3.5~~ Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund

Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

3.6 ~~3.6~~ Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

~~4. TERM AND RENEWAL~~
4. TERM AND RENEWAL

4.1 ~~4.1~~ Initial Term

This Agreement shall be effective and binding for an initial term of ten (10) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2 ~~4.2~~ Renewal Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to two (2) successive renewal terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 ~~4.2.1~~ Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

~~4.2.2~~ Franchisee has access to and, for the duration of the successor franchise, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;~~4.2.3~~

4.2.2 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications;

4.2.3 ~~4.2.4~~ Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.4 ~~4.2.5~~ Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.5 ~~4.2.6~~ Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

4.2.6 ~~4.2.7~~ Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay either a renewal fee or the then-current Franchise Fee;

4.2.7 ~~4.2.8~~ Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements; and

4.2.8 ~~4.2.9~~ Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located.

~~**5. LOCATION**~~

5. LOCATION

5.1 ~~5.1~~ Selection of Site

Franchisee may not operate the Franchised Business from a facility within either Franchisee's or its Designated Manager's principal residence. Franchisee shall select a facility to lease or purchase for the operation of the Franchised Business. A facility or Location must be established for the management and administration of the Franchised Business, for the maintenance and storage of the books and records, equipment and supplies of the Franchised Business. If a Location for the Franchised Business has not been determined as of the Effective Date, Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection. Franchisor shall review the site and notify Franchisee of whether it will consent to the site within a reasonable time of receiving notice of the site from Franchisee. If Franchisor consents to the selection of a site, the site shall be designated as the Location. If Franchisor does not consent to such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor consents to a site for the Franchised Business. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Location. Franchisor has the right to consent to a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area, proximity to other The Lost Cajun Businesses, proximity to Competitive Businesses and lease requirements. Franchisee shall not locate the Franchised Business on a selected site without the prior written consent of Franchisor. Franchisor does not represent that it, or any of its Affiliates, owners, employees or agents, have special expertise in selecting sites. Neither Franchisor's assistance nor consent is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Location. Franchisee is solely responsible for identifying the Location.

5.2 ~~5.2~~ Failure to Select Site

Should Franchisee fail to select a suitable site which Franchisor will consent to for the Franchised Business Facility within six (6) months after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.2, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

5.3 ~~5.3~~ **Lease of Location**

If Franchisee is to execute a lease for, or a binding agreement to purchase, the Location, Franchisee must obtain Franchisor's consent to the terms. Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement. Franchisee acknowledges and agrees that Franchisee shall solely rely on its review of any such lease or purchase agreement. Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to maintain the lease, if any, of the Location while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated. Franchisor has the right to require that the lease for the Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's consent to the lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including:

5.3.1 ~~5.3.1~~ a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without a requirement for the payment of an additional security deposit or any increase in rent or other fees upon termination or expiration of the Franchise grant. The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease. Franchisee shall not be entitled to a return of its security deposit;

5.3.2 ~~5.3.2~~ a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

~~5.3.3~~ a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises;

5.3.3 ~~5.3.4~~ a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime;

5.3.4 ~~5.3.5~~ ~~a~~ a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Confidential Operations Manual, subject only to the provisions of applicable law;

5.3.5 ~~5.3.6~~ a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Business;

5.3.6 ~~5.3.7~~ a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and trade fixtures;

5.3.7 ~~5.3.8~~ a provision stating that upon default of this Agreement, Franchisor or its nominee has the right, but not the obligation, to take possession of the Location and operate the Franchised Business and notwithstanding Franchisor's (or the nominee's) possession, the lessor agrees that during all times prior to an assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease incurred prior to or during such possession and prior to such assignment; and

5.3.8 ~~5.3.9~~ a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent.

5.4 ~~**5.4**~~ **Development of Franchised Business Facility**

5.4.1 Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the development of the Franchised Business Facility, including specifications for improvements, supplies and equipment which are necessary for the development and operation of a The Lost Cajun Business. Franchisee shall cause the Franchised Business Facility to be developed, equipped and improved in accordance with such specifications. . In connection with the development of the Franchised Business Facility, Franchisee shall:

5.4.2 ~~5.4.1~~ obtain all permits and licenses required for operation of the Franchised Business, including any permits or licenses required to operate the Franchised Business, and certify in writing that all such permits and certifications have been obtained;

5.4.3 ~~5.4.2~~ purchase any supplies or inventory necessary for the operation of the Franchised Business, as specified in the Confidential Operations Manual;

5.4.4 ~~5.4.3~~ purchase and install all equipment, furniture and fixtures, including any software and computer equipment, required by Franchisor for the operation of the Franchised Business; and

~~5.4.4~~ establish broadband or high-speed Internet access and communication capability as provided in the Confidential Operations Manual.

5.5 ~~**5.5**~~ **Failure to Develop Location**

Should Franchisee fail to develop the Location for the Franchised Business Facility within nine (9) months after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

5.6 ~~**5.6**~~ **Opening**

5.6.1 ~~5.6.1~~ Before opening the Franchised Business and commencing business, Franchisee must:

~~Section 5;~~

~~5.6.1.1~~ fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.6.1.1 ~~5.6.1.2~~ furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease (if any), or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.1.2 ~~5.6.1.3~~ complete initial training to the satisfaction of Franchisor;

~~Franchised Business;~~

~~5.6.1.4~~ hire and train the personnel required by Franchisor for the operation of the Franchised Business;

5.6.1.3 ~~5.6.1.5~~ if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

5.6.1.4 ~~5.6.1.6~~ obtain Franchisor's permission and approval of an opening date; Franchisor shall not unreasonably withhold consent to open. Permission to open shall include, but is not limited to, Franchisee having all required permits, inventory levels required by Franchisor, all equipment and signage properly installed, construction and décor fully completed, the required number of employees and Designated Manager hired and fully trained and Franchisor's determination that Franchisee is otherwise ready to open and satisfactorily prepared to operate and represent The Lost Cajun brand; and

5.6.1.5 ~~5.6.1.7~~ pay in full all amounts due to Franchisor.

~~5.6.2~~ Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business after opening

5.7 ~~**5.7**~~ **Failure to Open**

Should Franchisee fail to commence operations of the Franchised Business within twelve (12) months after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.7, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.8 ~~**5.8**~~ **Use of Location**

Franchisee shall not use the Location for any purpose other than for the operation of a The Lost Cajun Business in full compliance with this Agreement and the Confidential Operations Manual, unless approved in writing by Franchisor.

5.9 ~~**5.9**~~ **Relocation**

Franchisee shall not relocate the Franchised Business Facility without the prior written consent of Franchisor. If the Franchised Business Facility is leased, and the lease expires or terminates through no fault of Franchisee or if the Franchised Business Facility's premises is destroyed, condemned or otherwise rendered unusable, Franchisee may request the right to relocate the Franchised Business Facility either permanently or temporarily as appropriate under the circumstances and Franchisor shall not unreasonably withhold its consent to such relocation. Should Franchisee desire to relocate the Franchised Business Facility for any other reason, Franchisee shall request the right and Franchisor may withhold its consent to such request, in its sole discretion, for any reason. Any relocation of the Franchised Business Facility shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.8. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Location is rendered unusable, this Agreement shall terminate as provided in Section 16.2.1.1.

~~6. PROPRIETARY MARKS~~

6. PROPRIETARY MARKS

6.1 ~~6.1~~ Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive 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 from time to time by Franchisor. 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's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in ~~the~~the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 ~~6.2~~ Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated The Lost Cajun Franchise" of Franchisee.

6.3 ~~6.3~~ Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 ~~6.4~~ Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5 ~~6.5~~ Discontinuance of Use

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

6.6 ~~6.6~~ Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the operations.

6.7 ~~6.7~~ Franchisor' s Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "The Lost Cajun" or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of all rights, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

~~7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION~~

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 ~~7.1~~ Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other

Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2 ~~7.2~~ **Additional Developments**

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

7.3 ~~7.3~~ **Exclusive Relationship**

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among The Lost Cajun franchisees if owners of The Lost Cajun Businesses and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 ~~7.3.1~~ Divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

~~wherever located.~~

~~7.3.2~~ Own an interest in, manage, operate, or perform services for any Competitive Business, wherever located.

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

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce covenants contained in such agreements.~~7.5~~

7.5 **Reasonableness of Restrictions**

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

~~8. TRAINING AND ASSISTANCE~~

8. TRAINING AND ASSISTANCE

8.1 ~~8.1~~ **Initial Training**

Franchisor shall make an initial training program available to one (1) Designated Manager and up to two (2) assistants. Approximately thirty (30) days prior ~~to the opening of~~ to any training provided to Franchisee at the location of the Franchised Business, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisor shall conduct the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 ~~8.2~~ **Opening Assistance**

In conjunction with the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with The Lost Cajun techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then- current standard rates, plus expenses, for such additional assistance.

8.3 ~~8.3~~ Failure to Complete Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above. The Franchisee will at their own cost send another candidate for training and may have to pay for additional training prior to opening of their location. The location cannot open without a fully trained Designated Manager or the Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities). If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction.

8.4 ~~8.4~~ New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within thirty (30) days of being named. The new Designated Manager may attend the initial training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at such training.

8.5 ~~8.5~~ Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

~~9. CONFIDENTIAL OPERATIONS MANUAL~~

9. CONFIDENTIAL OPERATIONS MANUAL

9.1 ~~9.1~~ Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Confidential Operations Manual or grant Franchisee access to an electronic copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

9.2 ~~9.2~~ Revisions

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Confidential Operations Manual is up-to-date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3 ~~9.3~~ Confidentiality

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

~~10. FRANCHISE SYSTEM~~

10. FRANCHISE SYSTEM

10.1 ~~10.1~~ Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2 ~~10.2~~ Modification of the System

Franchisor has the right to change or modify the System from time to time including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, and computer hardware, software, equipment, inventory, supplies or sales and marketing techniques. Franchisee shall accept and use any such changes in, or additions to, the System as if they were a part of this Agreement as of the Effective Date. Franchisee shall make such expenditures as such changes, additions or modifications in the System may reasonably require; provided, however, Franchisee shall not be required to implement or conform to any such changes, additions or modifications if the cost to do so would exceed (a) ONE DOLLAR ($1.00) during the first (1 st) year of the term of this Agreement; (b) TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) in the aggregate during the initial term of this Agreement (which amounts may be increased consistent with increases to the Consumer Price Index, [U.S. City Average, all items, 1982-84=100], as published by the United States Department of Labor, Bureau of Labor Statistics ["CPI-U"]); or (c) ONE DOLLAR ($1.00) during the final year of the term of this Agreement if Franchisee provides written notice of its intention not to renew the Franchise. Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.3 ~~10.3~~ **Variance**

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular The Lost Cajun Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

~~11. ADVERTISING AND PROMOTIONAL ACTIVITIES~~

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 ~~11.1~~ **Grand Opening Advertising**

Prior to, and/or during a period of approximately three (3) months following the initial opening of the Franchised Business, Franchisee ~~shall spend an amount specified by Franchisor~~may spend up to five thousand dollars ($5,000.00) on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Franchisor shall determine and specify an appropriate minimum amount which Franchisee shall be required to expend on Grand Opening Advertising based upon Franchisor's general assessment of the area surrounding the Franchised Business and taking into account other potentially relevant factors, such as prevailing costs of advertising in the area, the time of year of opening and other similar factors. However, such amount will not exceed five thousand dollars ($5,000.00). Further, Franchisor shall specify the time at which Franchisee shall conduct Grand Opening Advertising. Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2.2. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions.

11.2 ~~11.2~~ **Local Advertising**

11.2.1 ~~11.2.1~~ Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend a minimum of one percent (1%) of its monthly Gross Revenue on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding month.

11.2.2 ~~11.2.2~~ Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty

(20) day period, such materials shall be deemed to have received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.3 ~~11.3~~ Marketing Fund

Franchisor has established and administers a System-wide marketing, advertising and promotion fund to assist in Franchisor's regional and national advertising ("Marketing Fund"). Franchisee shall be required to contribute to the Marketing Fund in an amount specified by Franchisor ~~and which Franchisor may adjust from time to time~~, which will not exceed three percent (3%) of Gross Revenues ("Marketing Fund Contribution"). Franchisor reserves the right to increase the Marketing Fund Contribution from time to time, but Franchisor may not increase such Marketing Fund Contribution by more than one percent (1%) of Gross Revenues per calendar year. Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Marketing Fund Contribution requirements. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

11.3.1 ~~11.3.1~~ Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

~~11.3.2~~ Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be maintained in a separate account from the monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable costs and expenses, if any, that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

11.3.2 ~~11.3.3~~ Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Marketing Fund, and next out of prior year contributions and then out of current contributions.

11.3.3 ~~11.3.4~~ Although Franchisor intends the Marketing Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated , however, until all Marketing Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a pro rata basis based on total Marketing Fund Contributions made in the aggregate by each franchisee.

11.3.4 ~~11.3.5~~ Each The Lost Cajun Business operated by Franchisor or an Affiliate shall make Marketing Fund Contributions at the same rate as The Lost Cajun franchisees.

11.3.5 ~~11.3.6~~ An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

11.3.6 ~~11.3.7~~ Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.4 ~~11.4~~ Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of The Lost Cajun Businesses located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to administer the Cooperative Advertising Program or to establish an advertising council of franchisees to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the rules and procedures established by the council and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.5 ~~11.5~~ Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator ~~www.TheLostCajun.com~~www.TheLostCajun.com that provides information about the System and the products and services that Franchisor and its franchisees provide. Franchisor may (but is not required to) include at The Lost Cajun website an intranet section or an interior page containing information about the Franchised Business. If Franchisor includes such information on The Lost Cajun website, Franchisor has the right to require Franchisee to prepare all or a portion of the section or page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting. Franchisor retains the sole right to advertise and sell the products and services offered by The Lost Cajun and to or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), social media pages, banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, The Lost Cajun website. If Franchisee is permitted to establish a presence on an Internet site, such as social media, Franchisor must be granted administrative access to the account.

~~12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS~~

12. ACCOUNTING , RECORDS AND REPORTING OBLIGATIONS

12.1 ~~12.1~~ Records

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

12.2 ~~12.2~~ Gross Revenue Reports

Franchisee shall maintain an accurate record of daily Gross Revenue and shall deliver to Franchisor via facsimile transmission, email, or the intranet, a signed and verified statement of weekly Gross Revenue ("Gross Revenue Report") each Wednesday of each week for the previous week (running Monday through Sunday) in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Revenue Report for the preceding week must be provided to Franchisor by the close of business on Wednesday of each week as provided in Section 3.2.

12.3 ~~12.3~~ Financial Statements

Franchisee shall supply to Franchisor on or before the tenth (10th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP, applied on a consistent basis. As required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

12.4 ~~12.4~~ Other Reports

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

12.5 ~~12.5~~ Computer Equipment

Franchisor reserves the right to require Franchisee to purchase, install and use computer, point-of- sale and any other information technology, including security systems consisting of hardware and software and ongoing maintenance and support agreements for the technology, in accordance with Franchisor's specifications as provided in the Confidential Operations Manual. Franchisor shall have full access to all of Franchisee's computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6 ~~12.6~~ Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 ~~12.7~~ **Release of Records**

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

~~13. STANDARDS OF OPERATION~~

13. STANDARDS OF OPERATION

13.1 ~~13.1~~ **Authorized Products, Services and Suppliers**

~~13.1.1~~ Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Business only those items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services that Franchisor has not approved.

13.1.1 ~~13.1.2~~ Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products or services that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time (usually thirty ~~[~~(30~~]~~) days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of ~~pr oducts~~products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.2 ~~13.1.3~~ Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

13.1.3 ~~13.1.4~~ Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

13.1.4 ~~13.1.5~~ Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2 ~~**13.2**~~ **Appearance and Condition of the Franchised Business**

Franchisee shall maintain the Franchised Business, the Franchised Business Facility, vehicle, equipment and signage in "like new" condition, and shall repair or replace equipment, vehicle, fixtures, supplies, inventory and signage as necessary to comply with the health and safety standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.3 ~~**13.3**~~ **Ownership and Management**

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

13.4 ~~**13.4**~~ **Days of Operation**

Franchisee shall keep the Franchised Business open for business during normal business hours on the days specified in the Confidential Operations Manual.

13.5 ~~13.5~~ Contributions and Donations

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

13.6 ~~13.6~~ Licenses and Permits

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

13.7 ~~13.7~~ Notification of Proceedings

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

~~13.8~~ Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. ~~Franchisor has the right to terminate this Agreement for violation of this Section.~~ Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Business pursuant to this Section.

13.8 ~~13.9~~ Uniforms

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

13.9 ~~13.10~~ E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor. Franchisee may change its e-mail address by giving written notice of such change of address to Franchisor.

13.10 ~~13.11~~ Best Efforts

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

~~14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE~~

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 ~~14.1~~ General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Business. Franchisor shall not charge for this service, however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating The Lost Cajun Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through The Lost Cajun Internet site, including products sold to persons identified as customers of the Franchised Business.

14.2 ~~14.2~~ Periodic Visits

Franchisor or Franchisor's representative may make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

~~15. INSURANCE~~

15. INSURANCE

15.1 ~~15.1~~ Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured or loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 ~~15.1.1~~ "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

~~15.1.2~~ workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) or, if higher, the statutory minimum limit as required by state law;

15.1.2 ~~15.1.3~~ comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of TWO MILLION DOLLARS ($2,000,000.00) per occurrence or, if higher, the statutory minimum limit required by state law;

15.1.3 ~~15.1.4~~ business interruption insurance in amounts and with terms acceptable to Franchisor;

15.1.4 ~~15.1.5~~ automobile liability insurance for owned or hired vehicles, with a combined single limit of at least TWO MILLION DOLLARS ($2,000,000.00) or, if higher, the statutory minimum limit required by state law; and

~~in Section 21.3.~~

~~15.1.6~~ such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

15.2 ~~15.2~~ **Future Increases**

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

15.3 ~~15.3~~ **Carrier Standards**

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

15.4 ~~15.4~~ **Evidence of Coverage**

15.4.1 Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5 ~~15.5~~ **Failure to Maintain Coverage**

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

~~**16. DEFAULT AND TERMINATION**~~

16. **DEFAULT AND TERMINATION**

16.1 ~~16.1~~ **Termination by Franchisee**

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.2 ~~16.2~~ **Termination by Franchisor**

16.2.1 ~~16.2.1~~ Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1.1 ~~16.2.1.1~~ fails to timely select a Location for or establish, equip and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2~~16.2.1.2~~ fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.1.3~~16.2.1.3~~ made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.4~~16.2.1.4~~ is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.5~~16.2.1.5~~ after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.6~~16.2.1.6~~ discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.7~~16.2.1.7~~ if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

~~16.2.1.8~~ abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.1.8~~16.2.1.9~~ surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.9~~16.2.1.10~~ fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.10 ~~16.2.1.11~~ submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.11 ~~16.2.1.12~~ is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.1.12 ~~16.2.1.13~~ misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.13 ~~16.2.1.14~~ fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when d ue, to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.14 ~~16.2.1.15 violates on two (2) or more occasions any~~commits two violations of the same health or safety law, ordinance or regulation, ~~or~~within a period of thirty (30) days, or on two (2) occasions within a period of thirty (30) days, operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public~~;~~ [NOTE: it is too confusing to include "without remedy"; re-written to make it clear that the 30 day period applies to both scenarios] ;

16.2.1.15 ~~16.2.1.16~~ engages in any activity exclusively reserved to Franchisor;

16.2.1.16 ~~16.2.1.17~~ fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

~~16.2.1.18~~ breaches this Agreement and/or fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Confidential Operations Manual on two (2) or more separate occasions within any period of twelve (12) consecutive months, whether or not previous breaches or failures are cured; or~~16.2.1.19~~

16.2.1.17 defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

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

16.2.2.1~~16.2.2.1~~ within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.2.2~~16.2.2.2~~ within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.2.3~~16.2.2.3~~ within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Confidential Operations Manual or otherwise prescribed in writing.

16.3 ~~**16.3**~~ **Reinstatement and Extension**

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

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

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any products or services for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach.

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

Following the delivery of a notice of termination pursuant to Section 16.2.2, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS ($600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business. Should Franchisor elect to assume the operation of the Franchised Business on a temporary basis, Franchisor shall have no responsibility or liability for the obligations, debts or payments under the lease for the Approved Location (if any) or otherwise.

~~**17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION**~~

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 ~~**17.1**~~ **Actions to be Taken**

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

17.1.1 ~~17.1.1~~ immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 ~~17.1.2~~ cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

17.1.3 ~~17.1.3~~ upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 ~~17.1.4~~ take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "The Lost Cajun" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 ~~17.1.5~~ pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliate;

17.1.6 ~~17.1.6~~ pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

~~17.1.7~~ immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);~~17.1.8~~

17.1.7 assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.8 ~~17.1.9~~ comply with all other applicable provisions of this Agreement.

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

17.2.1 ~~17.2.1~~ Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1~~17.2.1.1~~ to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.1.2~~17.2.1.2~~ to induce Franchisor to grant a Franchise to Franchisee; and

17.2.1.3~~17.2.1.3~~ to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.2.2 ~~17.2.2~~ Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.2.1~~17.2.2.1~~ own an interest in, manage, operate or provide Cajun cooking to customers through a Competitive Business located or operating (a) within a fifty (50) mile radius of the Approved Location or within the Territory (whichever is greater), or (b) within a fifty (50) mile radius of the location of any other The Lost Cajun Business in existence at the time of termination or expiration; or

17.2.2.2~~17.2.2.2~~ solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.2.3 ~~17.2.3~~ In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

17.2.4 ~~17.2.4~~ If for whatever reason, either the above area or time frame covered by the Nondisclosure and Non-Competition Agreement is deemed unreasonable by a court of law, then and only in such an event shall such area and/or its time frame be reduced accordingly by the court. The rulings by the court concerning the area or time frame or any other judicial interpretation shall not affect the rest and remainder of such restrictive covenants.

~~17.3~~ Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.3 ~~17.4~~ Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the obligation), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including leasehold improvements, equipment, supplies and other inventory. The purchase price shall be equal to the assets' fair market value, as determined by an independent appraiser. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

17.4 ~~17.5~~ Survival of Certain Provisions

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

~~18. TRANSFERABILITY OF INTEREST~~
18. TRANSFERABILITY OF INTEREST

18.1 ~~18.1~~ Transfer by Franchisor

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

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

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

18.2.1 ~~18.2.1~~ Franchisee has complied with the requirements set forth in Section 19;

18.2.2 ~~18.2.2~~ all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3 ~~18.2.3~~ Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of

Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4 ~~18.2.4~~ the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5 ~~18.2.5~~ the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.6 ~~18.2.6~~ the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7 ~~18.2.7~~ Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8 ~~18.2.8~~ Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500.00); provided, that if the transferee or the beneficial owner of transferee, owning at least 51% of the voting interests in transferee, shall not be required to pay the transfer fee above if that person is a parent, sibling or child of Franchisee and has completed the initial management training program and meets all the other conditions of this Section 18;

~~18.2.9~~ the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;~~18.2.10~~

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

18.2.10 ~~18.2.11~~ Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.11 ~~18.2.12~~ the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in

Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business; and

18.2.12 ~~18.2.13~~ the transferee has obtained all necessary types of insurance as described in Section 15.1.

18.3 ~~18.3~~ Transfer to a Controlled Entity

18.3.1 ~~18.3.1~~ If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, Limited Liability Company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1~~18.3.1.1~~ the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2~~18.3.1.2~~ Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3~~18.3.1.3~~ all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4~~18.3.1.4~~ the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5~~18.3.1.5~~ all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

~~18.3.1.6~~ each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and~~18.3.1.7~~

18.3.1.6copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

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

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

18.4 ~~18.4~~ Franchisor's Disclosure to Transferee

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

18.5 ~~18.5~~ For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6 ~~18.6~~ Transfer by Death or Incapacity

18.6.1 ~~18.6.1~~ Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

~~18.6.2~~ Following such a death or Incapacity of such person as described in this Section 18.6, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS ($600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

~~19. RIGHT OF FIRST REFUSAL~~
19. RIGHT OF FIRST REFUSAL

19.1 ~~19.1~~ Submission of Offer

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

19.2 ~~19.2~~ **Franchisor's Right to Purchase**

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest, or require Franchisee to sell to a third party of Franchisor's choice ("Designated Party"), for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor or the Designated Party has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's or the Designated Party's cred it shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent or the Designated Party's intent to exercise this right of first refusal, Franchisor or the Designated Party shall have up to sixty (60) days to close the purchase. Franchisor or the Designated Party shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's or Designated Party's election, such representations and warranties contained in the proposal.

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

If Franchisor does not exercise its right of first refusal or designate another third party within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred eighty (180) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew ~~a nd~~and be implemented in accordance with this Section.

19.4 ~~19.4~~ **Sales or Transfers to Family Excepted**

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section.

20. BENEFICIAL OWNERS OF FRANCHISEE

~~20. BENEFICIAL OWNERS OF FRANCHISEE~~

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

~~21. RELATIONSHIP AND INDEMNIFICATION~~

21. RELATIONSHIP AND INDEMNIFICATION

21.1 ~~21.1~~ **Relationship**

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

21.2 ~~**21.2**~~ **Standard of Care**

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3 ~~**21.3**~~ **Indemnification**

To the fullest extent permitted by law, Franchisee shall, at Franchisee's sole cost and expense, hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon (a) any personal injury, bodily injury or property damage whatsoever occurring in or at the location of the Franchised Business; (b) any bodily injury to an employee of Franchisee arising out of and in the course of employment of the employee; (c) Franchisee's ownership or operation of the Franchised Business; (d) Franchisee's breach of the lease for the Approved Location; (e) Franchisee's violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (f) Franchisee's breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (g) Franchisee's defamation of Franchisor or the System; (h) Franchisee's acts, errors or omissions committed or incurred in connection with the Franchised Business and or place of operations, including any negligent or intentional acts; or (i) Franchisee's infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4 ~~**21.4**~~ **Right to Retain Counsel**

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section to take corrective or remedial action, causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

~~22. GENERAL CONDITIONS AND PROVISIONS~~
22. GENERAL CONDITIONS AND PROVISIONS

22.1 ~~22.1~~ No Waiver

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

22.2 ~~22.2~~ Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.6. Franchisor's rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

~~22.3~~ Notices

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

The Lost Cajun Enterprises LLC
Attn: Raymond Griffin
Suite A
19343 North 12th Street
Covington, Louisiana 70433

22.3 ~~22.4~~ **Cost of Enforcement or Defense**

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

22.4 ~~22.5~~ **Unlimited Guaranty and Assumption of Obligations**

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

22.5 ~~22.6~~ **Approvals**

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. 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 it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.6 ~~22.7~~ **Entire Agreement**

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's The Lost Cajun Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

~~22.8~~ **Severability and Modification**~~22.8.1~~

22.6.1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms an d provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.6.2 ~~22.8.2~~ Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.7 ~~22.9~~ **Construction**

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

22.8 ~~22.10~~ **Force Majeure**

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

22.9 ~~22.11~~ **Timing**

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

22.10 ~~22.12~~ **Withholding Payments**

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

22.11 ~~22.13~~ **Further Assurances**

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

22.12 ~~22.14~~ **Third-Party Beneficiaries**

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

22.13 ~~22.15~~ **Multiple Originals**

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

~~23. DISPUTE RESOLUTION~~

23. DISPUTE RESOLUTION

23.1 ~~23.1~~ **Choice of Law**

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana (without reference to its conflict of laws principles).

23.2 ~~23.2~~ **Consent to Jurisdiction**

Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state or Federal court where Franchisor has its principal place of business. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3 ~~23.3~~ **Cumulative Rights and Remedies**

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4 ~~23.4~~ **Limitation of Damages**

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4.

23.5 ~~23.5~~ **Waiver of Jury Trial**

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.6 ~~23.6~~ **Arbitration**

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties (except the Non-Compete Agreement attached hereto as Exhibit 2), shall be settled by binding arbitration administered by American Arbitration Association ("AAA") under its Commercial Arbitration Rules conducted in New Orleans, Louisiana.. The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed pursuant to the Rules of the AAA~~.~~ . . The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

~~**24. ACKNOWLEDGMENTS**~~

24. ACKNOWLEDGMENTS

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

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar -days prior to the date on which this Agreement was executed, the Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2 ~~24.2~~ Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3 ~~24.3~~ True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4 ~~24.4~~ Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a The Lost Cajun Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 ~~24.5~~ No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by

Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 ~~24.6~~ **No Violation of Other Agreements**

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

24.7 ~~24.7~~ **Severability**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

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

THE LOST CAJUN ENTERPRISES LLC

By:_____________________________________

Name printed:______________________________

Title:____________________________________

FRANCHISEE:__________________________________

____

(type/print name)

By:_____________________________________

Name:___________________________________

Title:____________________________________

[or, if an individual]

Signed:__________________________________

Name printed:______________________________

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ________ day of __________, 20___ by, ______________________________ ("RELEASOR") an individual/corporation/ Limited Liability Company/Partnership with a principal address of ______________________________, in consideration of:

______________the execution by The Lost Cajun Enterprises LLC, A Colorado Company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

______________RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

______________RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

______________RELEASEE'S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE, and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

Any action brought by either party regarding this Release, shall only be brought in the appropriate state or federal court located in or serving St. Tammany Parish, Louisiana. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: ____
(type/print name)

By: ____

Name: ____

Title: ____
(or, if an individual)

Signed: ____

Name printed: ____

ACKNOWLEDGMENT

State of____________________)
) ss
County of___________________)

On this______day of______________, 20_____before me personally came _________________, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _________________________(title) of ______________________________ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

____
Notary Public
My Commission expires:___________________________

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ____________ day of ______________, 20____, is by and between ___, ("Franchisee") (d/b/a The Lost Cajun Franchise) and ____________________ ("Individual").

WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated ____________________, 20____ ("Franc

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

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

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

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

i. Trade Secrets and Confidential Information

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

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

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

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

ii. Confidentiality/Non-Disclosure

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

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

iii. Non-Competition

a) During the term of Individual's relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual's relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's trademark "The Lost Cajun" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with The Lost Cajun Businesses or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of The Lost Cajun.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within a fifty (50) mile radius of the Franchisee's Franchised Business Facility or within Franchisee's

Territory, whichever is greater without the express written consent of Franchisee.

c) For a two (2) year period following the term of Individual's relationship with Franchisee, regardless of the cause of termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, Limited Liability Company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business within a fifty (50) mile radius of Franchisee's Franchised Business Facility or within Franchisee's Territory, whichever is greater, or within fifty (50) miles of any other The Lost Cajun Business without the express written consent of Franchisee. For purposes of this Agreement, Franchisee's "Territory" is defined as:

____

____

____

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

iv. Reasonableness of Restrictions

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

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

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

vi. Miscellaneous

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

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Covington, Louisiana. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

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

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

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

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

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

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

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

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

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

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

WITNESS:	FRANCHISEE:
______________________________	By: ______________________________
	Its: ______________________________
	INDIVIDUAL:
	Signature: ______________________________
	Name Printed: ______________________________

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ___________ _________________day of____________, 20_______, in connection with that certain Franchise Agreement of even date herewith (which Franchise Agreement, as may have been modified, amended and/or supplemented in writing, is hereunder called the Franchise Agreement by and between The Lost Cajun Enterprises LLC as "Franchisor" and________________________________ __ ____ as "Franchisee".

For valuable consideration received, and as an inducement to Franchisor to enter into the Franchise Agreement, the undersigned ("Guarantor") hereby unconditionally guarantees to Franchisor: (a) the full and timely performance by Franchisee of the Franchise Agreement and all terms, conditions and covenants thereof, and (b) the payment by Franchisee of royalties and all other sums payable by Franchisee under the Franchise Agreement.

Guarantor agrees that (1) the obligations shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Franchisee, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every breach or default of the Franchise Agreement by Franchisee, whether before or during the term of the Franchise Agreement or thereafter (e.g., during any renewal term), without any notice to or demand upon Guarantor. Guarantor will (i) pay to Franchisor the sum or sums in arrears, (ii) pay to Franchisor all damages, including but not limited to any expenses, costs and fees incurred by Franchisor, that may be occasioned by Franchisee's nonperformance, and (iii) comply with or perform all terms and conditions of the Franchise Agreement; (3) no extension, forbearance or leniency extended by Franchisor to Franchisee shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any breach or default of the Franchise Agreement or of any such leniency, forbearance or extension; (4) Franchisor and Franchisee, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Franchise Agreement, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Franchise Agreement as so modified, renewed, extended, amended or otherwise affected and notwithstanding any transfer or assignment of the Franchise Agreement.

The obligations of Guarantor herein shall be co-extensive with those of Franchisee under the Franchise Agreement and shall remain in effect as long as Franchisee's obligations under the Franchise Agreement are in effect. This Guaranty Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Franchisee under the Franchise Agreement, with the same force and effect as if Guarantor were designed in and had executed the Franchise Agreement as Franchisee thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Franchisor in exercising any right or remedy under the Franchise Agreement and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Franchisor hereunder and under the Franchise Agreement shall be cumulative. Until all Franchisee's obligations under the Franchisee are fully performed, Guarantor waives any rights that it may have against Franchisee by reason of Guarantor's compliance with the Guaranty Agreement, and subordinates any liability or indebtedness of Franchisee held by Guarantor to the obligations of Franchisee to Franchisor under the Franchise Agreement.

If Guarantor consists of more than one person and/or entity, (a) this Guaranty Agreement shall be binding on all of them jointly and severally, and (b) notice to or from any of them will constitute notice to or from each of them.

Any notice or other communication to Franchisor may be addressed to The Lost Cajun Enterprises LLC, 19343 North 12th Street, Suite A, Covington, LA 70433, or such other address as may be designated by Franchisor by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the State of Louisiana, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Franchisor's successors and assigns and any other person or entity at any time having the rights of Franchisor under the Franchise Agreement.

Guarantor will forthwith pay to Franchisor all attorney's fees and disbursements incurred by Franchisor in connection with any breach or default by Franchisee under the Franchise Agreement and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Franchisor when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Franchisor.

As a further inducement to Franchisor to make and enter into the Franchise Agreement and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue by this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of Louisiana may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of Louisiana. Without limiting the foregoing, Guarantor hereby irrevocably appoints Franchisee as Guarantor's agent for service of process related to this Guaranty Agreement.

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Franchisor has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to consider the matter. This Guaranty shall be effective for the full Franchise Agreement term, including any extensions or renewals thereof.

GUARANTOR:

____

____
Social Security #

____
Driver's License #

Notice Address: ________________________

____

STATE OF ____)

SS:

COUNTY OF ______________

~~)~~
~~SS.~~)

The foregoing instrument was acknowledged before me this _____ day of _______________ ___________________________, 20_____, by ___~~___________________________________ who~~ ___who is personally known to me or has produced a State of________________________________ ___driver's license as identification and (has) (has not) taken an oath.

Sign: _______________________

~~My Commission Expires:~~

Print: ______________________________ _______
Title: Notary Public

(Notarial Seal)

My Commission Expires:

EXHIBIT ~~2 FRANCHISEE DISCLOSURE QUESTIONNAIRE~~4 TO THE FRANCHISE AGREEMENT

~~As you know, The Lost Cajun Enterprises LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, The Lost Cajun Enterprises LLC will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.~~

~~1. Have you received and personally reviewed The Lost Cajun Enterprises LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?~~
~~Yes ____ No ____~~

~~2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?~~
~~Yes ____ No ____~~

~~If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)~~

____

____

____

____

____

~~3. Have you received and personally reviewed our Disclosure Document we provided to you?~~
~~Yes ____ No ____~~

~~4. Do you understand all of the information contained in the Disclosure Document?~~
~~Yes ____ No ____~~

~~If "No", what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)~~

____

____

____

____

~~5. Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?~~
~~Yes ____ No ____~~

~~6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?~~
~~Yes ____ No ____~~

HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS; DIRECTORS

Holders of Legal or Beneficial Interest:

~~7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?~~
~~Yes ____ No ____~~

Name: ____________________	Name: ____________________
Position/Title: ____________________	Position/Title: ____________________
Home Address: ____________________	Home Address: ____________________
____________________	____________________
____________________	____________________
Telephone No.: ____________________	Telephone No.: ____________________
E-mail address: ____________________	E-mail address: ____________________
Percentage of ownership: ________%	Percentage of ownership ________%

Name: ____________________	Name: ____________________
Position/Title: ____________________	Position/Title: ____________________
Home Address: ____________________	Home Address: ____________________
____________________	____________________
____________________	____________________
Telephone No.: ____________________	Telephone No.: ____________________
E-mail address: ____________________	E-mail address: ____________________
Percentage of ownership: ________%	Percentage of ownership ________%

Name: ____________________	Name: ____________________
Position/Title: ____________________	Position/Title: ____________________
Home Address: ____________________	Home Address: ____________________
____________________	____________________
____________________	____________________
Telephone No.: ____________________	Telephone No.: ____________________
E-mail address: ____________________	E-mail address: ____________________
Percentage of ownership: ________%	Percentage of ownership ________%

Officers and Directors:

Name: ____________________	Name: ____________________
Position/Title: ____________________	Position/Title: ____________________

Home Address: ______________________	Home Address: ______________________
______________________	______________________
______________________	______________________
Telephone No.: ______________________	Telephone No.: ______________________
E-mail address: ______________________	E-mail address: ______________________
Name: ______________________	Name: ______________________
Position/Title: ______________________	Position/Title: ______________________
Home Address: ______________________	Home Address: ______________________
______________________	______________________
______________________	______________________
Telephone No.: ______________________	Telephone No.: ______________________
E-mail address: ______________________	E-mail address: ______________________

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
THE LOST CAJUN ENTERPRISES LLC

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ________ day of , ____________ 20___ , is by and between The Lost Cajun Enterprises LLC and ______________________________.

1. Section 3.1 of the franchise agreement is amended to add:

   Franchisor will defer the payment of the franchise fee until the franchisee is ready to commence operating the franchise.

2. In addition to section 3.1 of the franchise agreement, Item 5 of the UFDD is also amended to reflect the fee deferral.

3. New Section 17.6 is inserted into the Franchise Agreement and states as follows:

   If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including recovery of attorneys' fees and costs.

4. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for The Lost Cajun is amended as follows:

   - The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 4.2 and 16.

   - Section 16.2.1.12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

   - Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

   - Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   - Section 23.5, requires the waiver of a jury trial. This provision is may not be enforceable under California law.

- Section 23.6 requires binding arbitration. The arbitration will occur at the forum indicated in Section 23.6, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee:
By:	By:
Title:	Title:

FOR THE STATE OF CONNECTICUT

This Addendum to the Franchise Agreement is agreed to this ____ day of ______________________, 2019, between The Lost Cajun Enterprises LLC and ____ ("Franchisee") to

19.1 Section 3.1, Franchise Fee, is amended to delete the following:

- The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Sections 5.2, 5.5 and 8.3.

19.2 Section 8, the "Training and Assistance", is amended by the addition of the following language to the original language that appears therein:

- "The required training shall commence no more than sixty (60) days after execution of this Agreement."

19.3 The "Training and Assistance" Section is amended by the deletion of the following language from the original language that appears therein:

- Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities).

19.4 Section 9, "Confidential Operations Manual," is amended by the addition of the following language to the original language that appears therein:

- "Franchisor shall provide the Confidential Operations Manual to the Franchisee no later than thirty (30) days after execution of this Agreement."

19.5 Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Connecticut Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee: ________________________
By: ________________________	By: ________________________
Title: ________________________	Title: ________________________

FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to this ________ day of , ____________ 20____, is by and between The Lost Cajun Enterprises LLC and ________________________________.

i. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement for The Lost Cajun is amended as follows:

- The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 4.2, 16 and 18.2 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

- Sections 4.2.9, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.

- Section 16.2.1.12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

ii. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC: Franchisee: ________________________________

By: ________________________________ By: ________________________________

Title: ________________________________ Title: ________________________________

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this ____________ day of , ________________ 20_____, is by and between The Lost Cajun Enterprises LLC and ________________________________.

21.1 In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for The Lost Cajun is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 are amended to add:

  No general release shall be required as a condition of renewal or transfer or as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

- Sections 16, 17 and 23 are amended to add:

  The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Sections 23.1 and 23.2 are amended to add:

  The Franchise Agreement will be governed by Illinois law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 23.4 is amended to add:

  No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 23.5 is deleted in its entirety.

21.2 Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

21.3 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee:
By:	By:
Title:	Title:

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this ____________ day of , ________________ 20 ______, is by and between The Lost Cajun Enterprises LLC and ________________________________.

22.1 In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for The Lost Cajun is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2 and 18.2.6 do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

- Section 16 is amended to prohibit unlawful unilateral termination of a Franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

- Section 17.2 is amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee.

- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 23.1 is amended to provide that, in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.

- Section 23.2 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.

- Section 23.6 is amended to provide that arbitration between Franchisor and Franchisee, shall be conducted at a mutually agreed upon location.

22.2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC: ____________ Franchisee: ________________________

By: ________________________ By: ________________________

Title: ________________________ Title: ________________________

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this __________ day of , ________________ 20_____, is by and between The Lost Cajun Enterprises LLC and ________________________________.

i. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for The Lost Cajun is amended as follows:

- Sections 4.2.9, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

- Section 16.2.1.12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 23.1 requires that the Franchise be governed by the laws of the State of Louisiana; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

- Sections 23.2 and 23.6 require litigation or arbitration to be conducted in the State of Louisiana; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise are not intended to, nor shall they act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

- Section 23.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

ii. Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

iii. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee:
By:	By:
Title:	Title:

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this _____ day of , ________________ 20 , is by and between The Lost Cajun Enterprises LLC and ________________________________.

22.8.1 In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Section 3.1 of the franchise agreement is amended to add:

  Franchisor will defer the payment of the franchise fee until the franchisee is ready to commence operating the franchise.

- Sections 4 and 16 are amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Section 6 is amended to add that as required by Minnesota Franchise Act, The Lost Cajun Enterprises LLC will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by The Lost Cajun Enterprises LLC, and so long as The Lost Cajun Enterprises LLC is timely notified of the claim and is given 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.

- Section 23.3 is amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

- Section 23.4 is deleted in its entirety.

- Section 23.5 is deleted in its entirety.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, Franchisor may seek such relief through the court system with or without a bond as determined by a court. Minn. Rule Part 2860.4400J prohibits Franchisee from waving its rights to a jury trial or waiving its rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Franchise Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

22.8.2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC: Franchisee: ____________________

By: ____________________ By: ____________________

Title: ____________________ Title: ____________________

FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to this ________ day of , ____________ 20____, is by and between The Lost Cajun Enterprises LLC and __________________________.

24.1 In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for The Lost Cajun is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receiving a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under the General Business Laws.

- Under Section 18.1, Franchisor shall not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.

- Section 21.3 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 23.1 requires that the Franchise be governed by the laws of the state Franchisor's principal business is then located, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws.

24.2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee: ____________________
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ____________ day of , ________________ 20____, is by and between The Lost Cajun Enterprises LLC and ________________________________.

23.1 The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- Under Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6, the execution of a general release upon renewal, transfer, or as a condition of receipt of a refund of a portion of the Franchise Fee following termination, shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.

- Section 7 is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

- Sections 17.1.5 and 17.1.6 are amended to state:

  If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

~~8. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?~~
~~Yes____ No____~~

- Section 17.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

~~9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?~~
~~Yes____ No____~~

- Section 23.1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.

~~10. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?~~
~~Yes____ No________~~

- Section 23.2 is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.

~~11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.~~

- Section 23.4 23.3is amended to state that the statute of limitations under North Dakota Law shall apply.

- Sections 23.4 and 23.5 are deleted in their entireties.
- Section 23.6 is amended to state that arbitration involving a Franchise purchased in 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 arbitrator will determine the location.

23.2 Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee: ________________
By: ________________	By: ________________
Title: ________________	Title: ________________

FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this ____________ day of , ______________ 20______, is by and between The Lost Cajun Enterprises LLC and ________________________________.

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for The Lost Cajun is amended as follows:

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.

- Sections 23.1, 23.2 and 23.6 are amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee: ______________________
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________

FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this ____ day of ____________________, 2019, between The Lost Cajun Enterprises LLC and ____ ("Franchisee") to

- Section 16.2.1.12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 16.2.1.19 of the Franchise Agreement will not be applicable to the Franchise Agreement signed by the Virginia franchisee entering into the attached agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC: ________________ Franchisee: ________________________________

By: ____ By: ____

Title: ______________________________________ Title: ______________________________________

FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to this ________ day of , ____________ 20____, is by and between The Lost Cajun Enterprises LLC and ______________________________.

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for The Lost Cajun is amended as follows:

~~12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?~~

~~Yes ____ No ____~~

- The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.

~~You understand that your answers are important to us and that we will rely on them.~~

- Sections 4.2.9, 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the Franchise; such release shall exclude claims arising under the Washington Franchise Investment Protection Act.

~~By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.~~

- Section 23.1 requires that the Franchise be governed by the laws of the State of Louisiana; such a requirement may be unenforceable in the event of a conflict with the Washington Franchise Investment Protection Act. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

- Sections 23.2 and 23.6 require litigation or arbitration to be conducted in the State of Louisiana; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or restrict or limit rights or remedies available to a franchisee under the Act, such as a waiver of the right to a jury trial, may not be enforceable.

________________________________ ________________________________

~~Name of Franchisee/Applicant~~ ~~Signature~~

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

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

~~Date: ________________________, 20__.~~

~~Name and Title of Person Signing~~

The Lost Cajun Enterprises LLC:	Franchisee:
By:	By:
Title:	Title:

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this ____ day of ____________________, 2019, between The Lost Cajun Enterprises LLC and ____ ("Franchisee") to

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

~~Name of Franchisee/Applicant~~ ~~Signature~~

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC: ________________ Franchisee: ________________________________

By: ________________________________ By: ________________________________

~~Date: _________________________, 20__~~ ________________________________

~~Name and~~

Title ~~of Person Signing~~: ________________________ Title: ________________________________

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

THE LOST CAJUN

AREA DEVELOPMENT AGREEMENT

Dev. Area _____

THE LOST CAJUN ENTERPRISES, LLC

AREA DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

THE LOST CAJUN ENTERPRISES, LLC

AREA DEVELOPMENT AGREEMENT

This The Lost Cajun Enterprises, LLC Area Development Agreement (this "Agreement") is made and entered into as of the date set forth below by and between The Lost Cajun Enterprises, LLC, a Colorado limited liability company having its principal place of business in Covington, Louisiana, with a mailing address of 19343 North 12th Street, Suite A, Covington, LA 70433 ("The Lost Cajun" or "Franchisor"), and____,
______________________, a____________________________, ____________,
with a mailing address of____("Developer").

RECITALS

A. ~~A.~~ WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort and money has developed and owns a unique and distinctive system for the establishment and operation of businesses offering a Cajun themed restaurant with southern style hospitality (hereinafter referred to as the "System") and offers franchises to persons whose primary business will be the sale of products under Franchisor's System and Proprietary Marks from a specific retail location (hereinafter referred to as "Restaurant" or "Franchised Business");

B. ~~B.~~ WHEREAS, the distinguishing characteristics of the System include, without limitation, unique and specialized training, management, and marketing techniques and materials; procedures and methods of operation; unique and confidential recipes and formulas, uniform standards, specifications, and procedures for products, equipment and services; distinctive appearance; and advertising and promotional programs, all of which may be changed, improved, and further developed by Franchisor from time to time;

C. ~~C.~~ WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin ("Proprietary Marks"), including but not limited to the name and mark "THE LOST CAJUN", and such other names, marks and indicia as may now or hereafter be designated by Franchisor in writing for use in connection with the System;

D. ~~D.~~ WHEREAS, Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and to represent the high standards of quality associated therewith;

E. ~~E.~~ WHEREAS, Developer desires to obtain rights to establish businesses under the System and service geographical areas described herein and in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and commitments set forth herein, Franchisor and Developer hereby agree as follows:

~~SECTION I.~~ GRANT OF DEVELOPMENT RIGHTS ~~1.1~~

1.1 Franchisor hereby grants to Developer the right and option, subject to the terms and conditions of this Agreement, to establish and operate multiple The Lost Cajun franchised businesses ("Restaurant" or "Franchised Business") to be located in the geographic area ("Development Area") specified in Section 3.1.

1.2 ~~1.2~~ Except as otherwise provided in this Agreement and subject to the following, during the term of this Agreement, Franchisor will not establish or operate The Lost Cajun Restaurants, nor grant a franchise to any person other than Developer to establish or operate The Lost Cajun

Restaurants, under the System and Proprietary Marks in the Development Area. Franchisor may establish, operate or grant a franchise or license to others to operate The Lost Cajun Restaurants under the System and Proprietary Marks at any "Non-Traditional" location, as defined by Franchisor within the Development Area at any time. Franchisor may also license or sell, at both wholesale and retail, product or service lines that are being sold in The Lost Cajun Restaurants under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point within and outside the Development Area at any time.

1.3 ~~1.3~~ Each Restaurant established by Developer shall be subject to a separate The Lost Cajun franchise agreement executed by Franchisor and Developer. The form of franchise agreement for each Restaurant shall be the standard form of franchise agreement then being offered by Franchisor in the jurisdiction where the Restaurant is proposed to be located.

1.4 ~~1.4~~ This Agreement is not a franchise or license agreement and does not grant Developer any rights to use the Proprietary Marks or grant subfranchises to others. Developer's rights to use the Proprietary marks are limited and governed by the terms of separate franchise or license agreements between Franchisor and Developer.

SECTION 1. ~~SECTION 2.~~ DEVELOPMENT FEE AND INITIAL FRANCHISE FEES

2.1 ~~2.1~~ Developer shall pay to Franchisor upon execution of this Agreement a total development fee of ______________________________ ($_____________), which fee shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for development opportunities lost or deferred as a result of the rights granted to Developer herein. The development fee shall be proportionally applied to reduce the initial franchise fee required under the Franchise Agreement executed for each Restaurant after the first agreement ("Additional Restaurant") authorized pursuant to this Agreement. For example, an executed Agreement authorizing the purchase of franchises for five (5) Restaurants would require a total development fee of $50,000, which sum equals a development fee of $12,500 each for the four franchises after the first one purchased; therefore, the initial franchise fee (as set forth in Section 2.3) for each Additional Restaurant would be reduced by the $12,500 development fee.

2.2 ~~2.2~~ Upon execution of this Agreement, Developer shall execute and forward to Franchisor The Lost Cajun franchise agreement (and ancillary agreements and related documents), together with the initial franchise fee for the first Restaurant to be developed by Developer.

~~2.3~~ Notwithstanding the terms of any franchise agreement executed by Developer under this Agreement, the initial franchise fee for each such franchise agreement after the first agreement shall be $40,000, less the development fee for each franchise in accordance with Section ~~2.1,~~2.1. All other fees shall be payable as provided in each franchise agreement.

SECTION 2. ~~SECTION 3.~~ DEVELOPMENT AREA; OPTIONS

3.1 ~~3.1~~ The area ("Development Area") within which Developer may locate Restaurants is described in the Development Area Description attached hereto.

3.2 ~~3.2~~ During the term of this Agreement, Developer shall have the right and option, subject to the terms and conditions set forth herein, to purchase franchises for ~~___ (______)~~ _____ (______) Restaurants to be located in the Development Area. Each option shall be exercisable as follows:

3.2.1 ~~3.2.1~~ Prior to and as a condition of exercising each option, Developer has been and is in compliance with all material terms and conditions of each of its franchise agreements and all other agreements with Franchisor, its subsidiaries or affiliates, and has been and is operating its franchises in compliance with The Lost Cajun Confidential Operations Manual.

3.2.2 ~~3.2.2~~ Developer shall notify Franchisor in writing of its desire to purchase an additional franchise, whereupon Franchisor shall provide Developer the then-current standard form of franchise agreement, together with any disclosure or other documents required by law.

3.2.3 ~~3.2.3~~ Developer shall execute the then-current standard form of franchise agreement as described in Section 1.3 and such other ancillary agreements and all other required ancillary agreements and documents and forward them to Franchisor, together with the initial franchise fee as provided under Section 2.

SECTION 3. ~~SECTION 4.~~ TERM AND DEVELOPMENT SCHEDULE

4.1 ~~4.1~~ The term of this Agreement shall commence on the date of execution by Franchisor ("Effective Date") and shall expire on the date the last Restaurant is scheduled to open under the Schedule, unless sooner terminated in accordance with the terms set forth herein.

4.2 ~~4.2~~ During the term of this Agreement Developer shall establish and operate Restaurants in the Development Area in accordance with the Development Schedule attached hereto and further described as follows ("Schedule"):

4.2.1 ~~4.2.1~~ Contemporaneous with the execution of this Agreement, Developer shall execute a franchise agreement for the first Restaurant to be developed in the Development Area. Notwithstanding the terms of the first franchise agreement, Developer shall open the first Restaurant for business by the date set forth in the Schedule.

~~4.2.2~~ Thereafter, Developer shall exercise its options to purchase the remaining number of franchises as agreed upon in Section 3.2 to be located in the Development Area and execute the respective franchise agreements at least six (6) months before each particular Restaurant must be open and in operation under the Schedule or upon signing a lease for the Restaurant, whichever occurs first. Notwithstanding the terms of the franchise agreements, Developer shall open each Restaurant for business by the date set forth in the Schedule.

4.3 ~~4.3~~ Except as provided in Section 9.3, failure to have Restaurants open and in operation in the Development Area in accordance with the Schedule shall constitute a material default under this Agreement. Upon such default, unless timely cured by Developer within sixty (60) days after receipt of written notice, Franchisor, in its discretion, may terminate this Agreement and all rights granted hereunder.

SECTION 4. ~~SECTION 5.~~ OBLIGATIONS OF FRANCHISOR AND DEVELOPER

5.1 ~~5.1~~ Obligations of Franchisor.

5.1.1 ~~5.1.1~~ Franchisor agrees to make available to Developer, or assist Developer in obtaining the following:

(a) ~~(a)~~ Such standard construction plans, specifications for the structures, equipment, furnishings, decor and signs identified with The Lost Cajun Restaurants and approved suppliers for products and supplies as Franchisor makes available to all franchisees from time to time;

(b) ~~(b)~~ General site selection criteria, lease criteria and guidance in the selection of acceptable sites for the locations of Developer's Restaurants;

(c) ~~(c)~~ Review of site plans and final construction plans and specifications for conformity to the construction standards and specifications of the System;

(d) ~~(d)~~ Such assistance as Franchisor determines is required in connection with the development of the Development Area, including assistance by Franchisor's personnel or its agents;

(e) ~~(e)~~ Such other resources and assistance as may hereafter be developed and offered by Franchisor to The Lost Cajun franchisees or developers.

5.1.2 ~~5.1.2~~ Franchisor will provide to Developer, from time to time upon Developer's request, Franchisor's then-current form of franchise agreement for use by Developer in exercising its options hereunder.

5.2 ~~5.2~~ Obligations of Developer.

~~5.2.1~~ Except as Franchisor may otherwise expressly permit in writing, Developer (or, if Developer is a corporation or partnership, a principal of Developer) and/or its designee shall devote full time, energy, and best efforts to the development and operation of Restaurants in the Development Area. In particular, but without limiting the foregoing, Developer shall cooperate in accordance with the following:

(a) ~~(a)~~ Franchisor may require that any principal or employee of Developer who is actively involved in the development and operation of Restaurants in the Development Area attend and satisfactorily complete such training programs as Franchisor may require;

(b) ~~(b)~~ Developer shall cause its employees to attend and satisfactorily complete all mandatory training programs, including basic and advanced training, refresher courses, and business seminars, as Franchisor may require from time to time; and

(c) ~~(c)~~ Developer or its employees shall be responsible for all personal expenses incurred by them in connection with training programs, including, without limitation, costs and expenses of transportation, lodging, meals, and wages and employee benefits. Franchisor reserves the right to charge reasonable fees for materials and/or participation in any training courses or seminars offered by or on behalf of Franchisor.

5.2.1 ~~5.2.2~~ Developer shall be responsible for conducting local advertising and promotional activities for Restaurants owned by Developer in accordance with the terms of the franchise agreements. In particular, but without limiting the foregoing, Developer shall be responsible for the preparation and submission to Franchisor of the following:

(a) ~~(a)~~ Annual advertising plans with budgets, updated quarterly;

(b) ~~(b)~~ Periodic detailed accounting of media expenditures and verification of placement; and periodic written evaluation of effectiveness of advertising activities.

5.2.2 ~~5.2.3~~ Developer shall also submit to Franchisor upon request from time to time such other forms, reports, records, monthly financial statements, information, and data as Franchisor may reasonably require, in the form and at the times and places reasonably specified by Franchisor.

5.2.3 ~~5.2.4~~ Within ninety (90) days after the end of each fiscal year of Developer during the term of this Agreement, Developer, at its expense, shall submit to Franchisor a profit- and-loss statement showing the results of Developer's operations during said fiscal year and a balance sheet as of the end of the fiscal year. Each financial statement shall be accompanied by a sworn statement signed by Developer or by Developer's treasurer or chief financial officer attesting that the items contained therein are true and accurate, that they completely and fully describe and disclose the information sought in such statement, and that the signer has made diligent and careful efforts to ascertain the truth, accuracy and completeness of such information.

~~SECTION 6.~~ DEVELOPER'S FORM OF ORGANIZATION

6.1 ~~6.1~~ If Developer is or becomes a corporation, partnership, limited liability company, or other entity, Developer shall comply with the following requirements:

6.1.1 ~~6.1.1~~ Developer shall confine its activities to the development and operation of the Development Area and performing all necessary functions thereto as part of The Lost

Cajun System.

6.1.2 ~~6.1.2~~ Developer's articles of incorporation and bylaws, partnership agreement or articles of organization or operating agreement (or comparable governing documents) shall at all times provide that its activities are confined exclusively to those specified in subsection 6.1.1, and that the issuance and transfer of voting stock or other ownership interest in Developer is restricted by the terms of this Agreement.

6.1.3 ~~6.1.3~~ Developer shall furnish Franchisor promptly upon request copies of Developer's articles of incorporation, bylaws, partnership agreement, articles of organization, operating agreement and other governing documents, and any other documents Franchisor may reasonably request, and any amendments thereto.

6.1.4 ~~6.1.4~~ Developer shall maintain stop-transfer instructions against the transfer on its records of any equity securities except in accordance with the provisions of Section 8 hereof. All securities issued by Developer shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

> The transfer of these securities is subject to the terms and conditions of an Area Development Agreement with The Lost Cajun Franchises, Inc. dated~~_______________.~~ _. Reference is made to said Agreement and to the restrictive provisions of the Articles and Bylaws of this Corporation.

6.2 ~~6.2~~ Developer shall furnish Franchisor promptly upon request copies of any other documents, including trust or other documents which may reasonably relate to the operation of the Franchised Business, as Franchisor may reasonably request, and any amendments thereto.

6.3 ~~6.3~~ Developer shall maintain a current list of all general and limited partners, managers and members, and all owners of record and all beneficial owners of any class of voting stock of Developer, and any other persons having an ownership interest in Developer, and shall furnish the list to Franchisor promptly upon request.

~~6.4~~ Each individual holding in excess of fifteen percent (15%) of the total voting power in Developer (including each individual holding in excess of twenty percent (20%) of the total voting power in any corporation, partnership or limited liability company having a controlling interest in Developer) shall, upon the request of Franchisor, execute this Agreement or enter into a continuing guaranty agreement under seal, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the obligations of Developer under this Agreement; provided, however, that each individual who has executed this Agreement shall continue to be bound by this Agreement or enter into a continuing guaranty agreement under seal, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the obligations of Developer under this Agreement, regardless of that individual's ownership interest in the new entity.

SECTION 5. ~~SECTION 7.~~ CONFIDENTIAL INFORMATION

7.1 ~~7.1~~ Developer expressly understands and agrees that a confidential relationship is established between Franchisor and Developer under this Agreement and that, as a result thereof, Franchisor will be disclosing and transmitting to Developer certain confidential and proprietary information in connection with the System and Developer's development of the Development Area. Developer hereby agrees that:

7.1.1 ~~7.1.1~~ Developer shall treat and maintain such information as confidential during the term of this Agreement and thereafter.

~~Agreement.~~

~~7.1.2~~ Developer shall use such information only for its operations under this Agreement.

7.1.2 ~~7.1.3~~ Developer shall disclose such information only to its employees or agents and not to anyone else.

7.1.3 ~~7.1.4~~ Developer shall restrict disclosure of such information to only those of its principals, employees or agents who are directly connected with the performance of work requiring knowledge thereof and shall disclose only as much information as is required to enable those employees or agents to carry out their assigned duties.

7.1.4 ~~7.1.5~~ Developer shall advise its principals, employees and agents of the confidential nature of such information and the obligation not to disclose it.

7.1.5 ~~7.1.6~~ Developer shall obtain and deliver to Franchisor signed confidentiality agreements from any or all of Developer's principals, employees, agents or other persons who may have access to confidential information. Such agreements shall be in a form satisfactory to Franchisor and shall identify Franchisor as a third-party beneficiary with the independent right to enforce them.

7.2 ~~7.2~~ Any and all recipes, formulas, customer and supplier lists, product specifications and other information, knowledge, techniques and know-how, including any and all records thereof in any form, which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement.

~~7.3~~ Developer acknowledges that any failure to comply with the requirements of this Section 7 will cause Franchisor irreparable injury, and Developer agrees to pay all court costs and reasonable legal and accounting fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section VII.~~**SECTION 8.**~~

SECTION 6. TRANSFER OF INTEREST

8.1 ~~8.1~~ Developer understands and acknowledges that the rights and duties of Developer set forth in this Agreement are personal to Developer and that Franchisor has granted this development agreement in reliance on the business skill, financial capacity, and personal character of Developer and Developer's principals. Accordingly, Developer agrees that Franchisor's express prior written consent shall be a necessary condition precedent to the sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance, or hypothecation of any of the following:

~~hereunder;~~

~~8.1.1~~ Any direct or indirect interest in this Agreement or the rights granted hereunder;

8.1.1 ~~8.1.2~~ Any direct or indirect interest in Developer; and

8.1.2 ~~8.1.3~~ All or substantially all of the assets of Developer.

8.2 ~~8.2~~ If Developer is an individual or partnership, Developer shall be entitled to transfer Developer's interest in this Agreement to a corporation, limited liability company or limited partnership formed for convenience of ownership. Franchisor will charge (i) no transfer fee for the first such transfer and (ii) Five Hundred Dollars ($500) for any such transfer subsequent to the first; however, Franchisor's consent to any such transfer shall be subject to the following conditions:

8.2.1 ~~8.2.1~~ Developer, or one or more trusts of which Developer is trustee, shall be the owner of at least a majority of the total voting power of the corporation or limited liability company or shall be a general partner of the limited partnership owning at least a majority of the total voting power of the general partners of the limited partnership;

~~Section 6.~~

~~8.2.2~~ Developer shall comply with the terms and conditions set forth in Section 6.

8.3 ~~8.3~~ Within six (6) months after the death or mental incapacity of Developer (or, if Developer is a corporation, partnership or limited liability company, a principal of Developer), the executor, administrator, or personal representative of such person shall transfer that person's interest, without having to obtain approval by Franchisor, to one or more heirs or beneficiaries of such person who agree in writing to be bound by the terms and conditions of this Agreement, or to a third party approved by Franchisor. All such transfers shall be subject to the conditions set forth in Sections 8.5.1 through 8.5.4 and 8.7 but shall not be subject to the conditions of Section 8.6.

~~8.4~~ Any person ("Seller") who receives and desires to accept a bona fide offer from a third party to purchase fifty percent (50%) or more of Seller's interest in (a) Developer's voting securities or voting interests, if Developer is a corporation, partnership or limited liability company, or (b) this Agreement or, (c) the franchise, shall notify Franchisor in writing of each such offer. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notice, to send written notice to Seller that Franchisor intends to purchase Seller's interest on the same terms and conditions offered by the third party. To enable Franchisor to determine whether it will exercise its option, Developer and Seller shall provide such information and documentation, including financial statements, as Franchisor may require. If the consideration, terms, or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor and Developer may appoint an independent appraiser, whose determination shall be binding, and the costs of such appraisal shall be divided equally between Franchisor and Developer. If Developer and Franchisor cannot agree on an appraiser, each party shall designate an appraiser and both appraisers will agree on and designate a third independent appraiser to make the determination of fair market value, whose determination shall be binding. If Franchisor does not exercise its option as provided hereunder, Seller may sell the interest, subject to Franchisor's consent as otherwise required under this Section 8. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. This Section 8.4 shall apply to any transfer if such transfer, alone or together with other previous, simultaneous or proposed transfers would have the effect of transferring financial or management control of Developer.

8.4 ~~8.5~~ Franchisor will not unreasonably withhold its consent to a transfer of any interest in Developer or this Agreement; provided, however, that Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

8.5.1 ~~8.5.1~~ All of Developer's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries, affiliates and divisions shall be satisfied;

8.5.2 ~~8.5.2~~ Developer shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, and all other agreements between Developer and Franchisor, its subsidiaries, affiliates or divisions, and, at the time of transfer, shall not be in default thereof;

8.5.3 ~~8.5.3~~ If the obligations of Developer were guaranteed by the transferor(s), the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor, and Franchisor will not unreasonably withhold its consent to a release of the transferor(s) from the guarantee;

8.5.4 ~~8.5.4~~ Developer, the transferor(s) and Franchisor shall execute a mutual release under seal, in a form satisfactory to Franchisor, of any and all claims against each other and their subsidiaries, affiliates, and divisions, and their respective officers, directors, shareholders, employees, and agents; provided that this release shall not affect claims or obligations relating to confidentiality and covenants not to compete; and

8.5.5 ~~8.5.5~~ The price paid to Developer by the transferee for the transfer of the

Agreement shall not exceed 125% of the development fees charged to Developer by Franchisor.

~~8.6~~ If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring financial or management control of Developer, Franchisor may require, in its sole discretion and in addition to the conditions provided in Section 8.5, any or all of the following as conditions of its approval:~~8.6.1~~

8.6.1 The transferee (or, if the transferee is a corporation, partnership or limited liability company, the principals of the transferee) shall demonstrate to Franchisor's satisfaction that it meets Franchisor's then-current standards for new developers/franchisees under the System; possesses good moral character, business reputation, and credit rating; has the aptitude and ability to develop the Development Area (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to develop the Development Area;

8.6.2 ~~8.6.2~~ The transferee shall execute, for a term ending on the expiration date of this Agreement, the standard form of area development agreement then being offered by Franchisor and such other ancillary agreements (including guaranty agreements provided under Section 6.4) as Franchisor may require, which agreements shall supersede this Agreement in all respects and the terms of which agreements may reasonably differ from the terms of this Agreement; provided, however, that no additional initial development fee shall be required; and

8.6.3 ~~8.6.3~~ The transferee shall complete, and/or cause its employees to complete, to Franchisor's satisfaction, such initial and refresher training as Franchisor may require;

8.5 ~~8.7~~ Developer or the transferee shall pay to Franchisor a nonrefundable transfer fee to compensate Franchisor for its reasonable costs and expenses in connection with each proposed transfer subject to Sections 8.5 and 8.6, as follows:

8.7.1 ~~8.7.1~~ ~~A~~ A fee not to exceed ten percent (10%) of the then-current initial franchise fee established by Franchisor for new franchises for the transfer of a controlling interest to a current The Lost Cajun developer or franchisee who has satisfied all obligations and substantially complied with all material requirements under its agreements with Franchisor, its subsidiaries, affiliates, and divisions up to and including the time of the proposed transfer;

8.7.2 ~~8.7.2~~ A fee not to exceed twenty percent (20%) of the then-current initial franchise fee established by Franchisor for new franchises for any other transfer of a controlling interest to a person other than those described in Section 8.7.1.

~~8.8~~ If securities in Developer are offered to the public, by private offering or otherwise, all materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their use or filing with any government agency, and any materials to be used in any offering exempt from federal or state securities laws shall be submitted to review prior to their use. No such offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in underwriting, issuing or offering securities of Developer or Franchisor. Review by Franchisor of any offering shall be limited solely to the subject of the relationship between Developer and Franchisor. Developer and the other participants in the offering shall fully indemnify Franchisor in connection with the offering. For each proposed offering, Developer shall pay Franchisor a nonrefundable fee not to exceed $25,000 to compensate Franchisor for its reasonable costs and expenses (including without limitations legal and accounting fees) associated with reviewing the proposed offering. Developer shall give Franchisor written notice at least 60 days prior to the date of commencement of any offering or other transaction subject to this Section 8.8.~~8.9~~

8.6 Neither Franchisor's consent to any proposed transfer nor Franchisor's failure to exercise its option to purchase any interest of a seller shall be deemed to constitute a waiver of any claims Franchisor may have against any transferor, any right to demand exact compliance with any terms of this Agreement by any transferor or transferee, any future rights or Developments of Franchisor, or any provision of this Agreement.

8.7 ~~8.10~~ This Agreement shall inure to the benefit of Franchisor, its successors, and assigns, and Franchisor shall have the right to transfer and assign all or any part of its interest herein, including its rights under Section 8.4, to any person or legal entity.

8.8 ~~8.11~~ Except as specifically provided in this Article VIII, any purported assignment or transfer, by operation of law or otherwise, not having the express prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisor's prior written consent shall not be required for transfer of a non-controlling interest in a publicly held corporation. As used in this Agreement, the term "publicly held corporation" means a corporation registered under the Securities and Exchange Act of 1934. Developer acknowledges and agrees that each condition required to be met by a proposed transferee hereunder is necessary to assure the transferee's full performance of its obligations as "Developer" hereunder.

8.9 ~~8.12~~ Notwithstanding anything to the contrary in this Agreement (including but not limited to Sections 8.1, 8.2, 8.4, 8.5, 8.6, 8.7, 8.8, and 8.11 hereof), if Developer is a corporation, partnership or limited liability company, any one or more principals of Developer may sell, assign, transfer, convey, give, pledge, mortgage, encumber, or hypothecate any direct or indirect interest in Developer, this Agreement or the rights granted hereunder; provided that such principal or principals retain, in the aggregate, in excess of fifty percent (50%) of the total voting power of Developer, subject only to the following conditions:

8.12.1 ~~8.12.1~~ Developer shall give Franchisor reasonable prior written notice of the proposed transfer along with such background information on the proposed transferee that Franchisor may reasonably request so that Franchisor may investigate the personal character of the proposed transferee; determine whether the proposed transferee has any interests in a competitive business; or determine whether there is any other factor which may indicate that the proposed transfer has the potential to adversely affect the System;

8.12.2 ~~8.12.2~~ Franchisor will not unreasonably withhold its consent to such transfer and will provide Developer with written approval or disapproval of the transfer as soon as reasonably possible; and

8.12.3 ~~8.12.3~~ Developer shall obtain execution of the agreements and covenants of the transferee required under Sections 7.1.6 and 11.9, if requested by Franchisor.

SECTION 7. ~~SECTION 9.~~ DEFAULT AND TERMINATION

~~9.1~~ This Agreement and all rights granted to Developer hereunder shall automatically terminate if Developer becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Developer or filed against Developer and not opposed by Developer; or if Developer is adjudicated as bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets if filed and consented to by Developer; or 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; or if proceedings for a composition with creditors under any state or federal law are instituted by or against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Developer is dissolved; or if a suit to foreclose any lien or mortgage against the premises or equipment of Developer is instituted against Developer and not dismissed within thirty (30) days; or if execution is levied against Developer's business or property; or if the real or personal property of Developer is sold after levy thereupon by any sheriff, marshal, or constable.

9.1 ~~9.2~~ Except as otherwise required or prohibited under applicable statute, Developer shall be deemed to be in default, and Franchisor at its option may terminate this Agreement and all rights granted Developer hereunder, effective immediately upon receipt of notice by Developer and without affording Developer any opportunity to cure the default, upon the occurrence of any of the following events:

9.2.1 ~~9.2.1~~ If Developer (or if Developer is a corporation, partnership or limited liability company, any principal of Developer) is convicted of a felony, a fraud, a crime involving moral turpitude, or found liable in a civil claim for fraud, or any unfair or deceptive act or practice that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

9.2.2 ~~9.2.2~~ If Developer (or if Developer is a corporation, partnership or limited liability company, any principal of Developer) fails to comply with the in-term covenants in Section 11;

9.2.3 ~~9.2.3~~ If, contrary to the terms of Article VII, Developer discloses or divulges any confidential information provided to Developer by Franchisor;

9.2.4 ~~9.2.4~~ If Developer knowingly maintains false books or records or knowingly submits any false reports to Franchisor, or if Developer made any material false statements to Franchisor in connection with its application for development rights or any franchise;

9.2.5 ~~9.2.5~~ If Developer repeatedly is in default under Section 9.4, for failure to comply with any of the requirements imposed under this Agreement, whether or not cured after notice. For purposes of this Section 9.2.5 and otherwise under this Agreement, "repeatedly" is defined as three (3) or more times during the term of this Agreement; and

~~Section 12.~~

~~9.2.6~~ If Developer knowingly fails to comply with the requirements of Section 12.

~~9.3~~ Except as otherwise prohibited or required under applicable statute, if Developer fails to comply with the Schedule, Developer shall have sixty (60) days after receipt from Franchisor of a written Notice of Default within which to cure such default. Developer may cure such default if (i) it opens the Restaurant within the cure period; or (ii) Developer has already signed a real estate lease for a site accepted by Franchisor or signs a real estate lease within the cure period; provided that Developer has not rejected a site that otherwise meets Franchisor's site selection criteria and would be accepted by Franchisor. If such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer immediately upon receipt of a written Notice of Termination by Franchisor.

9.2 ~~9.4~~ Except as provided in Sections 9.1, 9.2 and 9.3 hereof, and except as otherwise prohibited or required under applicable statute, Developer shall have thirty (30) days after receipt from Franchisor of a written Notice of Default within which to remedy any default hereunder and provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer immediately upon receipt of a written Notice of Termination by Franchisor. Such defaults include, without limitation, the occurrence of any of the following events:

9.4.1 ~~9.4.1~~ If Developer fails to submit when due any reports, financial information, or other information or documents required by Franchisor under this Agreement;

9.4.2 ~~9.4.2~~ If Developer fails to observe or maintain any of the standards or procedures prescribed by Franchisor in this Agreement, in Franchisor's Confidential Operations Manuals, or otherwise in writing;

~~9.4.3~~ If Developer engages in any illegal, fraudulent, unfair or deceptive business practices;

~~marks;~~

~~9.4.4~~ If Developer misuses or makes any unauthorized use of the Proprietary marks;

9.4.3 ~~9.4.5~~ If Developer directly or indirectly commences or conducts any business operation or markets any product or service under any name or proprietary mark which, in Franchisor's sole opinion, is confusingly similar to the Proprietary Marks;

9.4.4 ~~9.4.6~~ If Developer fails to obtain Franchisor's prior approval or consent as required under this Agreement;

9.4.5 ~~9.4.7~~ If Developer is in default under the terms of any franchise agreement or other development agreement between Franchisor and Developer;

9.4.6 ~~9.4.8~~ If Developer fails to obtain execution of the agreements and covenants required under Sections 7.1.6 and 11.9;

9.4.7 ~~9.4.9~~ If Developer or any partner, member or shareholder in Developer purports to transfer any rights or obligations under this Agreement or any interest in Developer to a third party without Franchisor's prior written consent, when such consent is required by Article VIII;

~~9.4.10~~ If a permitted or approved transfer is not effected within a reasonable time, as required under Section 8.3 hereof, following Developer's death or mental incompetency;

9.4.8 ~~9.4.11~~ If Developer fails to pay on a timely basis its taxes or other governmental charges, rent, lease payments, or payments to suppliers or other trade creditors; and

9.4.9 ~~9.4.12~~ If Developer otherwise fails to comply with any of its obligations under this Agreement or to carry out the terms hereof in good faith.

SECTION 8. ~~SECTION 10.~~ OBLIGATIONS UPON TERMINATION OR EXPIRATION

10.1 ~~10.1~~ Except as set forth herein, upon the expiration of this Agreement, or its termination for any reason, all of Developer's rights hereunder shall terminate. In particular, and without limiting the foregoing, Developer shall:

10.1.1 ~~10.1.1~~ Immediately deliver to Franchisor or its designee all materials provided by Franchisor relating to development of the Development Area, including, without limitation, plans, specifications, designs, records, data, samples, models, programs, training tapes, handbooks, drawings, customer lists, files, invoices, instructions, correspondence, and all copies thereof, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing except Developer's copy of this Agreement and such documents as Developer reasonably needs for compliance with any provision of law;

10.1.2 ~~10.1.2~~ Promptly pay all sums owing to Franchisor, its subsidiaries, affiliates, and divisions; and

10.1.3 ~~10.1.3~~ Comply with all requirements under this Agreement which expressly or by reasonable implication apply to Developer's conduct after termination or expiration.

10.2 ~~10.2~~ Termination or expiration of this Agreement shall not affect the rights of Developer to operate other The Lost Cajun Restaurants in accordance with the terms of any other franchise agreements then in effect between Franchisor and Developer.

SECTION 9. ~~SECTION 11.~~ COVENANTS NOT TO COMPETE

~~11.1~~ Franchisor has the right to require any holder of a legal or beneficial interest in Developer (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Developer to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement provided by Franchisor in its then-current Franchise Disclosure Document, upon execution of this Agreement or prior to each such person's affiliation with Developer.~~**SECTION 12.**~~

SECTION 10. TAXES, PERMITS, INDEBTEDNESS

12.1 ~~12.1~~ Developer shall promptly pay when due all taxes levied or assessed, including without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Developer in the development of the Development Area.

12.2 ~~12.2~~ In the event of any bona fide dispute as to Developer's liability for taxes assessed or other indebtedness, Developer may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Developer permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the property of Developer or any improvements thereon.

12.3 ~~12.3~~ Developer shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of its business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits and fire clearances.

12.4 ~~12.4~~ Developer shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Developer.

SECTION 11. ~~SECTION 13.~~ INDEPENDENT CONTRACTOR

13.1 ~~13.1~~ It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Developer shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

13.2 ~~13.2~~ During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor operating pursuant to an area development agreement from Franchisor. Developer agrees to take such action as may be necessary to do so.

13.3 ~~13.3~~ It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Developer in the conduct of its business or for any claim or judgment arising therefrom against Developer or Franchisor.

SECTION 12. ~~SECTION 14.~~ INDEMNIFICATION

~~14.1~~ Developer shall indemnify and hold harmless Franchisor, its affiliates, successors and assigns and respective directors, officers, employees, agents and representatives of each (collectively, the "Indemnitees"), from all losses and expenses, which shall include, without limitation, all losses, expenses, damages, costs, settlement amounts, judgments, and attorneys' fees, incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any acts, errors or omissions, or breach of any contract or regulation, of Developer or any of its agents, servants, employees, contractors, partners, affiliates or representatives.

14.1 ~~14.2~~ Notwithstanding anything to the contrary in this Section 14, nothing in this Agreement shall obligate Developer to indemnify any of the Indemnitees for losses and expenses arising out of or based upon such Indemnitees' gross negligence or intentional misconduct.

14.2 ~~14.3~~ If any action, suit, proceeding, claim, demand, inquiry or investigation as described in Section 14.1 be commenced or asserted (a "Claim"), in respect of which one or more Indemnitees proposes to demand indemnification from Developer, Developer will be given notice thereof as soon as practicable and shall have the right, exercisable by written notice to the Indemnitee delivered within ten days after Developer is notified of the Claim, to join in the defense, compromise, or settlement thereof through its own attorneys and at its own expense. If Developer exercises its right to join the defense, compromise, or settlement of a Claim as permitted above, decisions concerning strategy, procedure, defenses, cross-claims, counterclaims, compromise and settlement shall be made by mutual consent of the Indemnitee and Developer, provided that if such parties cannot agree between themselves on a decision that is material to the handling of the Claim, the Indemnitee shall have the option, exercisable by written notice to Developer, to either:

(a) ~~(a)~~ Take over complete control of the Claim and release Developer from its indemnity liability to the Indemnitee with respect to that particular Claim, or

(b) ~~(b)~~ Turn over complete control of the Claim to Developer and demand indemnification from Developer under the indemnity provisions of this Section 14.

14.3 ~~14.4~~ Regardless of whether the defense of any Claim is being undertaken by the parties jointly or by either of them alone as provided in Section 14.3, the parties each agree with the other to aid in the conduct of such defense to any reasonable extent, including furnishing each other with records or documents related to the Claim, permitting employees connected with the Claim to testify at depositions or in court, and complying with any other reasonable request made by the other party in furtherance of the defense of the Claim.

SECTION 13. ~~SECTION 15.~~ APPROVALS AND WAIVERS

15.1 ~~15.1~~ Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

15.2 ~~15.2~~ Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer by providing any waiver, approval, consent, or suggestion to Developer in connection with any consent, or by reason of any neglect, delay, or denial of any request therefor.

~~15.3~~ No failure of Franchisor to exercise any power reserved to it under 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, shall constitute a waiver of Franchisor's rights to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's rights with respect to any subsequent default of the same or a different nature; nor shall any delay, forbearance, or omission by Franchisor to exercise any power or right arising out of a breach or default by Developer of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights; nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

SECTION 14. ~~SECTION 16.~~ NOTICES

16.1 ~~16.1~~ All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. All notices shall be addressed to the party to be notified at the address stated above or at such other address as may have been designated in writing to the other party.

SECTION 15. ~~SECTION 17.~~ ENTIRE AGREEMENT

17.1 ~~17.1~~ This Agreement, the documents referred to herein and the attachments hereto constitute the entire, full, and complete Agreement between Franchisor and Developer and any other parties hereto concerning the subject matter of this Agreement, and supersede all prior agreements. If Developer is relying upon or has been induced by a representation to execute this Agreement that is not embodied in this Agreement, Developer is hereby expressly advised and agrees not to execute this Agreement unless the representation is included herein. By executing this Agreement, Developer expressly acknowledges that no other representations have induced Developer and/or any other parties hereto to execute this Agreement. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein or attached hereto were made by any party, and none shall be of any force or effect with reference to this Agreement or otherwise.

17.2 ~~17.2~~ Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, variance or cancellation of this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

SECTION 16. ~~SECTION 18.~~ SEVERABILITY AND CONSTRUCTION

~~18.1~~ Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, a portion, section, part, term, and/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 shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereof; and said invalid portions, sections, parts, and/or provisions shall be deemed not to be a part of this Agreement.

18.1 ~~18.2~~ Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, Franchisor's officers, directors, and employees, and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, permitted) by Article VIII, any rights or remedies under or by reason of this Agreement.

18.2 ~~18.3~~ Developer expressly agrees to be bound by any promise or covenant 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 may 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 a court order.

18.3 ~~18.4~~ All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

18.4 ~~18.5~~ All references herein to the masculine, neuter, or singular shall 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 Developer shall be deemed jointly and severally undertaken by all those executing this Agreement.

18.5 ~~18.6~~ This Agreement shall be effective and binding on Franchisor only when executed on behalf of Franchisor by its Chief Executive Officer, President, or such other officer expressly authorized and designated by resolution of Franchisor's Board of Directors.

SECTION 17. ~~SECTION 19.~~ DISPUTE RESOLUTION

~~19.1 Choice of Law~~

19.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana (without reference to its conflict of laws principles).

19.2 ~~19.2~~ Consent to Jurisdiction

Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state or Federal court where Franchisor has its principal place of business. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Franchisor where Developer is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

19.3 ~~19.3~~ Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

19.4 ~~19.4~~ Limitation of Damages

Developer and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it~~including toreasonable~~ including reasonable accounting and legal fees.

19.5 ~~19.5~~ Waiver of Jury Trial

DEVELOPER AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.~~19.6~~

19.6 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties (except the Non-Compete Agreement attached to the Franchise Disclosure Document as Exhibit 2), shall be settled by binding arbitration administered by American Arbitration Association ("AAA") under its Commercial Arbitration Rules conducted in New Orleans, ~~Lousiana.~~ Louisiana. The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed pursuant to the Rules of the AAA. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Developer acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

19.7 ~~19.7~~ Cost of Enforcement or Defense

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

SECTION 18. ~~SECTION 20.~~ ACKNOWLEDGMENTS

20.1 ~~20.1~~ Developer acknowledges that it has conducted an independent investigation of The Lost Cajun System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent business person. Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

20.2 ~~20.2~~ Developer acknowledges that it received a copy of the complete Area Development Agreement, the Attachments thereto, and agreements relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that it received the disclosure statement required by the Trade Regulation Rule of the Federal Trade Commission entitled "Franchise Disclosure Document" at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

~~20.3~~ Developer acknowledges that it has read and understood this Agreement, the Attachments hereto, and any agreements relating thereto, and that Franchisor has accorded Developer ample time and opportunity to consult with advisers of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

~~Franchisor below.~~

IN WITNESS WHEREOF, this Agreement is made effective as of the date signed by Franchisor below.

WITNESSES: **DEVELOPER:**

_______________________ By:_______________________

_______________________ Date:_______________________

FRANCHISOR:

The Lost Cajun Enterprises, LLC.

_______________________ By:_______________________

_______________________ Title: _______________________

Effective Date:___

Dev. Area _____

THE LOST CAJUN

AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA DESCRIPTION

The Development Area referred to in Section 3.1 of the Area Development Agreement is described as follows:

The area defined at the date of this Agreement as:

See the attached map of the ___________________ _metropolitan area. The boundaries of the Development Area are highlighted. Most of the boundaries of the Development Area constitute streets, county lines or natural landmarks such as rivers, lakes or other bodies of water. With respect to streets and county lines, the Development Area will extend to the middle of such street or county line. As to natural landmarks such as rivers and lakes or other bodies of water, the Development Area shall extend to the shoreline of such body of water. If the boundary of the Development Area does not follow a street, political line or natural landmark, then the boundary line will be interpreted to extend in a straight line from the last point of reference to the next.

[or]

The area located within the boundaries of ___________________ County, ______

___________.

Initial _______ ____ _______

Dev. Area _____

THE LOST CAJUN

AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Developer agrees to have the designated number of The Lost Cajun Restaurants open and in operation in the Development Area in accordance with the following schedule:

~~Total Number of Developer's Restaurants Open and In Operation In the Development Area~~	~~By (Date)~~
~~TOTAL RESTAURANTS~~	

Initial ________ ________ _______ _______

EXHIBIT E

TABLE OF CONTENTS
OF CONFIDENTIAL OPERATIONS MANUAL

Total Pages in Manual: 472 Pages

A

Franchise Section Contents (116 Pages)

Accounting, Payroll, Taxes & Insurance
Equipment, Heavy
Equipment, Small Wares
Equipment, Supplies
Food Costing, Frisco Example
General Business Information
Ideal Kitchen Layout
Location & Layout
Marketing & Promotion
Opening Timeline
Printed Materials
Procedures for Employees
Registered Trademark & Logo

ITEM 19B

Schedules
Section

Contents (22 Pages)

Corporate Location Training Info
Corporate Location 2 Week Training Program
Franchise Location Training Schedule, BOH
Franchise Location Training Schedule, FOH
New Hire Training Schedule, FOH
Sample Schedule, BOH
Sample Schedule, FOH

C

New Hire Section

Contents (104 Pages)

D

Administrative Section

Contents (40 Pages)

E

BOH Section

Contents (140 Pages)

F

FOH Section

Contents (46 Pages)

G

Catering Section Contents (4 Pages)

EXHIBIT F

THE LOST CAJUN ENTERPRISES LLC

FINANCIAL STATEMENTS

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

THE LOST CAJUN ENTERPRISES, INC.

DECEMBER 31, 2018 AND 2017

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

THE LOST CAJUN ENTERPRISES, INC.

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

January 25, 2019

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
The Lost Cajun Enterprises, Inc.:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of The Lost Cajun Enterprises, Inc. as of December 31, 2018 and 2017 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements 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 the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lost Cajun Enterprises, Inc. as of December 31, 2018 and 2017 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

CPA

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

The Lost Cajun Enterprises, Inc.

Balance Sheet
December 31, 2018 and 2017

ASSETS

	2018	2017
Current Assets		
Cash	$ 186,076	$ 89,801
Accounts receivable	11,257	10,000
Due from affiliates	64,027	87,631
Total Current Assets	261,360	187,432
FIXED ASSETS		
Equipment	9,976	3,277
Accumulated Depreciation	(3,279)	(442)
TOTAL FIXED ASSETS	6,697	2,835
Other Asstes		
Security deposit	2,644	-
Total Assets	$ 270,701	$ 190,267

LIABILITIES & EQUITY

	2018	2017
Current Liabilities		
Accounts payable	$ 38,638	$ 17,391
Franchise deposits	265,000	-
Total Current Liabilities	303,638	17,391
Long Term Liabilities		
Due to stockholders	58,993	58,993
Total Long Term Liabilities	58,993	58,993
Total Liabilities	362,631	76,384
Equity		
Member's equity	7,000	7,000
Retained deficit	(98,930)	106,883
Total Equity	(91,930)	113,883
Total Liabilities and Equity	$ 270,701	$ 190,267

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Operations
Years ending December 31, 2018 and 2017

	2018	2017
Revenues		
Initial franchise fee revenue	$ 200,000	$ 231,500
Monthly royalties	909,493	497,937
Other revenue	75,167	107,159
Total revenue	1,184,660	836,596
Expenses		
Advertising and marketing	56,600	45,733
Auto expenses	1,931	6,807
Bank fees	3,796	5,546
Commissions	20,000	1,000
Computer	31,513	16,483
Contract labor	23,720	24,010
Dues and subscriptions	1,912	1,078
Insurance	11,534	9,835
Miscellaneous	19,850	6,228
Office supplies	21,128	7,725
Payroll expenses	676,761	355,475
Professional fees	53,014	31,813
Printing	27,138	6,903
Rent and occupancy	32,024	7,965
Supplies	4,250	975
Telephone	12,152	7,435
Trade shows	11,525	16,648
Travel	261,963	98,283
Transfer fee	10,786	7,243
Uniforms	3,804	5,746
Total expenses	1,285,401	662,931
Operating Income	(100,741)	173,665
Other Income and Expense		
Depreciation	-	(221)
Interest expense	-	-
Net Income/(loss)	$ (100,741)	$ 173,444

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Changes in Equity
Years ending December 31, 2018 and 2017

	Member's Equity		Retained Deficit		Total Equity
Balance, January 1, 2017	$	7,000	$	(17,727)	(10,727)
Owner Distributions				(48,834)	(48,834)
Net Income		-		173,444	173,444
Total equity at December 31, 2017	$	7,000	$	106,883	113,883
Balance, January 1, 2018	$	7,000	$	106,883	113,883
Owner Distributions				(105,072)	(105,072)
Net Loss		-		(100,741)	(100,741)
Total equity at December 31, 2018	$	7,000	$	(98,930)	(91,930)

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Cash Flows
Years ending December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Net Income/(loss)	$ (100,741)	$ 173,444
Adjustments to reconcile net loss to net cash provided by operating		
Depreciation & amortization	-	221
Prior period adjustment	-	-
Changes in assets and liabilities		
Current assets	22,347	(40,242)
Current liabilities	286,247	(71,826)
Net cash provided by operating activities	207,853	61,597
Cash flows from investing activities:		
Security Deposit	(2,644)	-
Expenditures on fixed assets	(3,862)	(1,069)
Net cash provided by investing activities	(6,506)	(1,069)
Cash flows from financing activities:		
Stockholder loan (net changes)	-	51,774
Member's Draws	(105,072)	(48,834)
Net cash provided by financing activities	(105,072)	2,940
Net increase in cash	96,275	63,468
Cash - beginning of year	89,801	26,333
Cash - end of year	$ 186,076	$ 89,801
Supplemental Disclosures		
Interest Paid	-	-
Income Taxes Paid	-	-

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of Colorado for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own The Lost Cajun franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when reported by the franchisee.

COMPANY INCOME TAXES

The Company is a Sub-chapter-S Corporation; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2018 and 2017, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 4 SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 25, 2019, the date that the financial statements were available to be issued.

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

THE LOST CAJUN ENTERPRISES, INC.

DECEMBER 31, 2017 AND 2016

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

THE LOST CAJUN ENTERPRISES, INC.

Table of Contents

Page

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

March 27, 2018

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
The Lost Cajun Enterprises, Inc.:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of The Lost Cajun Enterprises, Inc. as of December 31, 2017 and 2016 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements 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 the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

The Lost Cajun Enterprises, Inc.

Balance Sheet
December 31, 2017 and 2016

ASSETS

	2017	2016
Current Assets		
Cash	$ 89,801	$ 26,333
Accounts receivable	10,000	-
Due from affiliates	87,631	57,389
Total Current Assets	187,432	83,722
FIXED ASSETS		
Equipment	3,277	2,208
Accumulated Depreciation	(442)	(221)
TOTAL FIXED ASSETS	2,835	1,987
Total Assets	$ 190,267	$ 85,709

LIABILITIES & EQUITY

	2017	2016
Current Liabilities		
Accounts payable	$ 17,391	$ 14,365
Line of credit	-	74,852
Total Current Liabilities	17,391	89,217
Long Term Liabilities		
Due to stockholders	58,993	7,219
Total Long Term Liabilities	58,993	7,219
Total Liabilities	76,384	96,436
Equity		
Member's equity	7,000	7,000
Retained deficit	106,883	(17,727)
Total Equity	113,883	(10,727)
Total Liabilities and Equity	$ 190,267	$ 85,709

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Operations
Years ending December 31, 2017 and 2016

	2017	2016
Revenues		
Initial franchise fee revenue	$ 231,500	$ 87,500
Monthly royalties	497,937	350,202
Other revenue	107,159	25,478
Total revenue	836,596	463,180
Expenses		
Advertising and marketing	45,733	30,305
Auto expenses	6,807	2,253
Bank fees	5,546	4,488
Commissions	1,000	3,250
Computer	16,483	2,458
Contract labor	24,010	7,826
Dues and subscriptions	1,078	954
Insurance	9,835	9,103
Miscellaneous	6,228	661
Office supplies	7,725	5,914
Payroll expenses	355,475	119,497
Professional fees	31,813	23,041
Printing	6,903	3,636
Rent and related	7,965	8,596
Supplies	975	4,232
Telephone	7,435	4,808
Trade shows	16,648	7,565
Travel	98,283	60,401
Transfer fee	7,243	-
Uniforms	5,746	4,956
Total expenses	662,931	303,944
Operating Income	173,665	159,236
Other Income and Expense		
Depreciation	(221)	(221)
Interest expense	-	-
Net Income	$ 173,444	$ 159,015

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Changes in Equity
Years ending December 31, 2017 and 2016

	Member's Equity	Retained Deficit	Total Equity
Balance, January 1, 2016	$ 7,000	$ (36,635)	(29,635)
Owner Distributions		(140,107)	(140,107)
Net Income	-	159,015	159,015
Total equity at December 31, 2016	$ 7,000	$ (17,727)	(10,727)
Balance, January 1, 2017	$ 7,000	$ (17,727)	(10,727)
Owner Distributions		(48,834)	(48,834)
Net Income	-	173,444	173,444
Total equity at December 31, 2017	$ 7,000	$ 106,883	113,883

See accompanying notes

The Lost Cajun Enterprises, Inc.

Statement of Cash Flows
Years ending December 31, 2017 and 2016

		2017		2016
Cash flows from operating activities:				
Net Income	$	173,444	$	159,015
Adjustments to reconcile net loss to net cash provided by operating				
Depreciation & amortization		221		221
Prior period adjustment		-		-
Changes in assets and liabilities				
Current assets		(40,242)		10,002
Current liabilities		(71,826)		(1,534)
Net cash provided by operating activities		61,597		167,704
Cash flows from investing activities:				
Expenditures on fixed assets		(1,069)		(2,208)
Net cash provided by investing activities		(1,069)		(2,208)
Cash flows from financing activities:				
Stockholder loan (net changes)		51,774		(27,274)
Member's Draws		(48,834)		(140,107)
Net cash provided by financing activities		2,940		(167,381)
Net increase in cash		63,468		(1,885)
Cash - beginning of year		26,333		28,218
Cash - end of year	$	89,801	$	26,333
Supplemental Disclosures				
Interest Paid		-		-
Income Taxes Paid		-		-

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the State of Colorado for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own The Lost Cajun franchise.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when reported by the franchisee.

COMPANY INCOME TAXES

The Company is a Sub-chapter-S Corporation; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2017 and 2016, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 4 SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 31, 2017, the date that the financial statements were available to be issued.

EXHIBIT G

FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, The Lost Cajun Enterprises LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, The Lost Cajun Enterprises LLC will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed The Lost Cajun Enterprises LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?
   Yes____ No____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes____ No____

   If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

   ____

   ____

   ____

   ____

   ____

3. Have you received and personally reviewed our Disclosure Document we provided to you?
   Yes____ No____

4. Do you understand all of the information contained in the Disclosure Document?
   Yes____ No____

   If "No", what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)

   ____

   ____

   ____

5. Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?
   Yes____ No____

6. Do you understand that the success or failure of your business will depend in large part

upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes____ No____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?
Yes____ No____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes____ No____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?
Yes____ No____

10. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes____ No____

11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

____

____

____

____

____

12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?
Yes____ No____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

________________________________ ________________________________
Name of Franchisee/Applicant Signature

Date:________________________, 20__ ____

Name and Title of Person Signing

EXHIBIT H

THE LOST CAJUN

MULTI-STATE ADDENDA

ADDENDUM TO THE
THE LOST CAJUN
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

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

2. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or 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).

Neither the franchisor, any person or franchise broker 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 these persons from membership in the association or exchange.

1. Item 5 of the Disclosure Document is amended to add the following:

Franchisor will defer the payment of the franchise fee until the franchisee is ready to commence operating.

2. ITEM 17 of the Disclosure Document is amended to add the following:

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

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

- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the

State of California.

- The following URL address is for the franchisor's website:

~~2. ITEM 17 of the Disclosure Document is amended to add the following:~~

- ~~The California Business and Professions Code Sections 20000 through 20043 provide rights~~

  ~~to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.~~

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

- ~~The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.~~

- ~~The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.~~

- ~~The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.~~

- ~~The following URL address is for the franchisor's website:~~

www.TheLostCajun.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at ~~www.dbo.ca.gov.~~www.dbo.ca.gov.

FOR THE STATE OF CONNECTICUT

a. ITEM 3 is amended to read as follows:

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

- Neither the Franchisor nor any other person identified in ITEMS 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

- Neither Company nor any person identified in ITEM 2 above 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) suspending or expelling these persons from membership in the association or exchange.

b. ITEM 4 is amended to read as follows:

- During the 10 year period immediately before the date of the Disclosure Document neither Company nor Affiliate, or current officer or general partner of Company, has (a) filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that ever filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code during or within 1 year after the officer or general partner of Company held this position in the debtor company.

c. ITEM 5 is amended to disclose that the following language has been deleted from the Disclosure Document:

- We will refund 50% of the franchise fee you paid if we terminate the franchise for certain failures to perform your pre-opening obligations under the Franchise Agreement. We do not give refunds under other circumstances. (For further information about termination of the franchise, see ITEM 17.)

- The nonrefundable portion of the franchise fee is compensation to The Lost Cajun Enterprises LLC for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise.

~~1. ITEM 3 is amended to read as follows:~~

- ~~Neither the Franchisor nor any person identified in ITEMS 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.~~

- ~~Neither the Franchisor nor any other person identified in ITEMS 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.~~

- ~~Neither the Franchisor nor any person identified in ITEMS 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser- investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.~~

~~Neither Company nor any person identified in ITEM 2 above 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) suspending or expelling these persons from membership in the association or exchange.~~

~~3. ITEM 4 is amended to read as follows:~~

~~During the 10 year period immediately before the date of the Disclosure Document neither Company nor Affiliate, or current officer or general partner of Company, has (a) filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that ever filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code during or within 1 year after the officer or general partner of Company held this position in the debtor company.~~

~~4. ITEM 5 is amended to disclose that the following language has been deleted from the Disclosure Document:~~

~~We will refund 50% of the franchise fee you paid if we terminate the franchise for certain failures to perform your pre-opening obligations under the Franchise Agreement. We do not give refunds under other circumstances. (For further information about termination of the franchise, see ITEM 17.)~~

~~The nonrefundable portion of the franchise fee is compensation to The Lost Cajun Enterprises LLC for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise.~~

~~5. ITEM 6 is amended to disclose that the following language in the last sentence of the second~~

d. ITEM 6 is amended to disclose that the following language in the last sentence of the second paragraph under the table, has been deleted from the Disclosure Document.

- All fees are generally nonrefundable.

FOR THE STATE OF HAWAII

i. ~~1.~~ The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws:

- This registration is not currently effective in any state.
- This proposed registration is on file with or will shortly be on file with the States of California, Connecticut, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.
- There are no states that have refused, by order or otherwise, to register these franchises.
- There are no states that have revoked or suspended the right to offer these franchises.

ii. The Franchise Agreement has been amended as follows:

- The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2 and 16 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 4.2.9, 18.2.3 and 18.2.6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise and Sections 5.2, 5.5 and 8.3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the franchise fee following a termination of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.1.12 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

iii. The Receipt Pages are amended to add the following:

- THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
- THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS

PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

- ~~This registration is not currently effective in any state.~~

  ~~This proposed registration is on file with or will shortly be on file with the States of~~

- ~~California, Connecticut, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.~~

- ~~There are no states that have refused, by order or otherwise, to register these franchises.~~

- ~~There are no states that have revoked or suspended the right to offer these franchises.~~

~~2.~~ ~~The Franchise Agreement has been amended as follows:~~

- ~~The Hawaii Franchise Investment Law provides rights to the franchisee concerning non- renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2 and 16 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.~~

- ~~Sections 4.2.9, 18.2.3 and 18.2.6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise and Sections 5.2, 5.5 and~~

  ~~8.3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the franchise fee following a termination of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.~~

- ~~Section 16.2.1.12 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).~~

~~3.~~ ~~The Receipt Pages are amended to add the following:~~

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

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

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

  ~~THE FRANCHISOR AND THE FRANCHISEE.~~

FOR THE STATE OF ILLINOIS

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.

- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.

- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

- Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void.

ITEM 17 of the Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.

- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

FOR THE STATE OF INDIANA

i. ITEM 8 of the Disclosure Document is amended to add the following:

- Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

ii. ITEMS 6 and 9 of the Disclosure Document are amended to add the following:

- The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

iii. ITEM 17 of the Disclosure Document is amended to add the following:

- Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
- Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.
- ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.
- ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.
- ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

~~1. ITEM 8 of the Disclosure Document is amended to add the following:~~

- ~~Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods,~~

  ~~services, or any other benefit from any other person with whom the franchisee does business,~~

  ~~on account of, or in relation to, the transaction between the franchisee and the other person,~~

  ~~other than for compensation for services rendered by the franchisor, unless the benefit is~~

  ~~promptly accounted for, and transmitted by the franchisee.~~

~~2. ITEMS 6 and 9 of the Disclosure Document are amended to add the following:~~

- ~~The franchisee will not be required to indemnify franchisor for any liability imposed upon~~

  ~~franchisor as a result of franchisee's reliance upon or use of procedures or products that were~~

  ~~required by franchisor, if the procedures or products were utilized by franchisee in the~~

  ~~manner required by franchisor.~~

~~3. ITEM 17 of the Disclosure Document is amended to add the following:~~

- ~~Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.~~

- ~~Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.~~

- ~~ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to~~

  ~~Franchisee.~~

~~ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.~~

~~ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana~~

~~Deceptive Franchise Practices Act.~~

FOR THE STATE OF MARYLAND

i. ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

- Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

- In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

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

ii. ITEM 23 is amended to add the following:

- The State of Maryland requires the delivery of the Disclosure Document to be at the earlier of the first personal meeting or within 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

iii. Exhibit G to the Disclosure Document is amended as follows:

- Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

1. ~~ITEM 17 of the Disclosure Document is amended to add the following:~~

- ~~Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus.~~

  ~~Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.~~

- ~~Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

- ~~Any claims arising under the Maryland Franchise Registration and Disclosure Law must be~~

  ~~brought within 3 years after the grant of the franchise.~~

- ~~In the event of a conflict of laws if required by the Maryland Franchise Registration and~~

  ~~Disclosure Law, Maryland law shall prevail.~~

- ~~The Franchise Agreement provides for termination upon bankruptcy. This provision may~~

  ~~not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).~~

2. ~~ITEM 23 is amended to add the following:~~

- ~~The State of Maryland requires the delivery of the Disclosure Document to be at the earlier~~

  ~~of the first personal meeting or within 10 business days before the execution of the franchise~~

  ~~or other agreement or the payment of any consideration that relates to the franchise~~

  ~~relationship.~~

3. ~~Exhibit G to the Disclosure Document is amended as follows:~~

  ~~Any portion of the Disclosure Questionnaire which requires prospective franchisees~~

~~to~~

~~disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a~~

~~violation of the Maryland Franchise Registration and Disclosure Law. Any of these~~

~~representations are not intended to nor shall they act as a release, estoppel or waiver of any~~

~~liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

FOR THE STATE OF MICHIGAN

1. 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 prohibition of your right to join an association of Franchisees.

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

- A provision that permits us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

- A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the Franchised Business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

- A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.

- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

- The fact that the proposed transferee is our or Subfranchisor's competitor.

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

- Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us 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 us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

~~A provision that requires you to resell to us items that are not uniquely identified with us.~~

~~This subdivision does not prohibit a provision that grants us 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 us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).~~

~~A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.~~

~~2. If our most recent financial statements are unaudited and show a net worth of less than~~

2. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

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

4. Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

FOR THE STATE OF MINNESOTA

16.1 ~~2.~~Item 5 of the Disclosure Document is amended to add the following:

- Franchisor will defer the payment of the franchise fee until the franchisee is ready to commence operating.

16.2 ~~2.~~ITEM 13 of the Disclosure Document is amended as follows:

- As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given 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.

16.3 ~~2.~~ITEM 17 of the Disclosure Document is amended as follows:

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

- ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- 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 Franchise 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.

16.4 ~~3.~~Section 22.2 of the Franchise Agreement is amended as follows:

24.8 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, a court will determine the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.6. Franchisor's rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Lost Cajun Enterprises LLC:	Franchisee:_______________________________
By:__________________________________	By:____
Title:________________________________	Title: _______________________________________

FOR THE STATE OF NEW YORK

1. ~~1.~~ All references made herein to a "Disclosure Document" shall be replaced with the term "Offering Prospectus" as used under New York Law.

2. The FDD Cover Page is amended as follows:

- **REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**

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

3. ITEM 3 is amended by the addition of the following language:

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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. In addition, neither franchisor nor any person identified in ITEM 2 has any pending actions, other than routine litigation incidental to the business, that 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.

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 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 held liable in a civil action by final judgment or been the subject of a material compliant or other legal proceeding involving violation of any franchise law, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices o r comparable allegations.

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency.

4. ITEM 4 is amended to state that:

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

5. ITEM 5 of the Disclosure Document is amended to add the following:

- The franchise fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the franchised business for business.

6. ITEMS 6 and 11 of the Disclosure Document are amended to add the following:

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

7. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.

- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.

- ITEM 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of Franchisor, is able to assume our obligations under the Agreement.

- ITEM 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law, Article 33, Section 680-695.

~~2. The FDD Cover Page is amended as follows:~~

- ~~**REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED**~~

~~**THE**~~

~~**INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT**~~

~~**ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE**~~

~~**FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-**~~

~~**0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL**~~

~~**THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC**~~

~~**LIBRARY FOR SOURCES OF INFORMATION.**~~

~~**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A**~~

~~**PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR.**~~

~~3. ITEM 3 is amended by the addition of the following language:~~

~~Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in ITEM 2 has any~~

~~administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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. In addition, neither franchisor nor any person identified in~~

~~ITEM 2 has any pending actions, other than routine litigation incidental to the business, that 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.~~

~~Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under~~

~~the franchisor's principal trademark, nor any person identified in ITEM 2 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 held liable in a civil action~~

~~by final judgment or been the subject of a material compliant or other legal proceeding~~

~~involving violation of any franchise law, antifraud or securities law; fraud, embezzlement,~~

~~fraudulent conversion or misappropriation of property; or unfair or deceptive practices or~~

~~comparable allegations.~~

~~Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under~~

~~□~~

~~the franchisor's principal trademark, nor any person identified in ITEM 2 is subject to any~~

~~injunctive or restrictive order or decree relating to the franchises, or any Federal, State or~~

~~Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result~~

~~of a concluded or pending action or proceeding brought by a public agency.~~

~~4. ITEM 4 is amended to state that:~~

~~□ Neither the franchisor, nor its predecessor, officers or general partner of the franchisor~~

~~has, during the ten (10) year period immediately before the date of the Disclosure~~

~~Document, has: (a) filed as a debtor (or had filed against it) a petition to start an action~~

~~under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; (c) was a principal officer of any company or a general partner in any~~

~~partnership that either filed as a debtor (or had filed against it) a petition to start action~~

~~under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the~~

~~Bankruptcy Code during or within one (1) year after the officer or general partner of the~~

~~franchisor held this position in the company or partnership.~~

~~5. ITEM 5 of the Disclosure Document is amended to add the following:~~

~~The franchise fee will be used to defray franchisor's costs in obtaining and screening~~

~~franchisees, providing training, training materials and assisting in opening the franchised business for business.~~

~~6. ITEMS 6 and 11 of the Disclosure Document are amended to add the following:~~

~~The franchisee will not be required to indemnify franchisor for any liability imposed on~~

~~franchisor as a result of franchisee's reliance upon or use of procedures or products that~~

~~were required by franchisor, if the procedures or products were utilized by franchisee in~~

~~the manner required by franchisor.~~

~~7. ITEM 17 of the Disclosure Document is amended to add the following:~~

~~No general release shall be required as a condition of renewal, termination and/or transfer~~

~~that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.~~

~~ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.~~

~~ITEM 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of Franchisor, is able to assume our obligations under~~

~~the Agreement.~~

~~ITEM 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law, Article 33, Section 680-695.~~

~~8. Franchisor represents that this Disclosure Document does not knowingly omit~~

~~anything or~~

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

FOR THE STATE OF NORTH DAKOTA

i. ~~1.~~ ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

ii. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.

- ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- ITEM 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

- ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

- ~~Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.~~

~~2. ITEM 17 of the Disclosure Document is amended to add the following:~~

- ~~No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.~~

- ~~In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.~~

- ~~The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.~~

- ~~ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.~~

- ~~ITEM 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.~~

- ~~ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.~~

FOR THE STATE OF RHODE ISLAND

ITEM 17 of the Disclosure Document is amended to add the following:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

- Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE COMMONWEALTH OF VIRGINIA

ITEM 17 (h) of the Disclosure Document is amended to add the following:

- ~~•~~ 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 or to use undue influence to induce a franchisee to surrender any right given by any provision contained in the franchise, specifically Section 16.2.1.19 of the Franchise Agreement. If any grounds for default or termination stated in the Franchise Agreement do 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.

FOR THE STATE OF WASHINGTON

ITEM 17 of the Disclosure Document is amended to add the following:

- ~~—~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

- ~~—~~A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

- ~~—~~Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, including the right to a jury trial may not be enforceable.

- ~~—~~Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

- ~~—~~The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

ITEM 21 of the Disclosure Document is amended to add the following:

We have not been in business for three years or more and cannot include all the financial statements required by the Rule.

FOR THE STATE OF WISCONSIN

ITEM 17 of the Disclosure Document is amended to add the following:

- The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

~~Receipt~~EXHIBIT I

THE LOST CAJUN

LIST OF CURRENT FRANCHISEES AND FRANCHISEES WHO LEFT THE SYSTEM

LIST OF CURRENT FRANCHISEES

Owner / Contact Name	Address	City	State	Zip	Phone
[No name listed]	711 Grand Avenue	Glenwood Springs	CO	81601	970-230-9410
Rob & Susan Estrada	206-A N Anderson Lane, Suite 700	Hendersonville	TN	37075	615-447-3697
Clayton Greg & Karin Jones Eaddy	3612A Pelham Road	Greenville	SC	29615	864-605-7117
Michelle Juneau	438 C Pagosa St.	Pagosa Springs	CO	81147	970-264-0608
Blaine & Lori Law	6990 TX-191 E	Odessa	TX	79765	432-563-0044
Robert & Jessica Floyd	331 S. Meldrum	Fort Collins	CO	80521	970-232-9028
Blaine & Lori Law	4501 W. Wadley Ave	Midland	TX	79707	432-689-0513
Greg Jones	5350 South Santa Fe Drive	Littleton	CO	80120	720-535-8862
Greg & April Schwalbach	7042 FM 1960 Road E	Humble	TX	77346	281-570-4759
Barry Kruger	226 W. Bitters Rd	San Antonio	TX	78216	210-363-1127

LIST OF FRANCHISEES WHO HAVE TERMINATED, CANCELLED, NOT RENEWED OR VOLUNTARILY OR INVOLUNTARILY CEASED DOING BUSINESS

None.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Lost Cajun Enterprises LLC offers you a franchise, The Lost Cajun Enterprises LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum. If you are a resident of New York or Rhode Island, you must be provided with this disclosure document the earliest of the first meeting to discuss our franchise, 10 business days before signing a binding agreement or 10 business days before any payment to us. If you are a resident of Michigan, Oregon, Washington or Wisconsin you must be provided with this disclosure document 10 business days before signing a binding agreement.

If The Lost Cajun Enterprises LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:

Richard Leveille, Raymond Griffin, Jonathan Espey, Richard Berns, Joseph Koen, Michael Cleaver

19343 North 12th Street, Suite A, Covington, Louisiana 70433; (970) 485-6123

Issuance Date: April ~~29, 2018~~8, 2019

Our Agents for Service of Process are listed in Exhibit B.

I have received a Franchise Disclosure Document including the following exhibits on the date listed below:

A. List of State Administrators
B. List of State Agents for Service of Process
C. Franchise Agreement
D. Area Development Agreement
E. Table of Contents to the Confidential Operations Manual
F. Financial Statements
G. Franchisee Disclosure Questionnaire
H. Multi-State Addenda

Please sign and print your name below, date and return one copy of this receipt to The Lost Cajun at the address or email below and keep the other for your records.

____________________________	____________________________
Date of Receipt (Do Not Leave Blank)	Your Name (Please Print)
	____________________________
	Your Signature

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

~~The Lost Cajun FDD 2018-2019~~

~~Receipt~~RECEIPT

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______________________________	______________________________
Date of Receipt (Do Not Leave Blank)	Your Name (Please Print)
	______________________________
	______________________________
	Your Signature

Please sign this copy of the receipt, date your signature, and return it to The Lost Cajun Enterprises, LLC, 19343 North 12th Street, Suite A, Covington, Louisiana 70433

Or to:

Richard Leveille

RichardL@thelostcajun.com