FRANCHISE DISCLOSURE DOCUMENT

Matcal, Inc , Wings Over
29 School Street
Westfield, MA 01085
(413) 586-6600
www wingsover com

The franchisee will provide restaurant services relating to the carry-out and delivery of, and offer for sale to the public of, boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, hamburgers, and other approved items

The total investment necessary to begin operation of a Wings Over franchise is $206,375 to $552,375 This includes $30,000 that must be paid to us or our affiliate If you enter into a development agreement, you must also pay to us a development fee of a minimum of $105,000, depending on the number of restaurants you plan to develop in your development area, in addition to the initial franchise fee for each franchise agreement you sign

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 to you To discuss the availability of disclosures in different formats, contact Harold Tramazzo, 29 School Street, Westfield, MA 01085, (413) 586-6600

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

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

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

Issuance Date December 21, 2016
(See State Cover Page for state effective dates)

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 THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A of the Franchise Disclosure Document 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN MASSACHUSETTS 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 MASSACHUSETTS THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 WE AND OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARKS, IN COMPETITION WITH THE FRANCHISE

4 YOU MUST PAY OUR ATTORNEYS' FEES AND ALL DAMAGES AND LITIGATION COSTS WE INCUR IN ENFORCING YOUR OBLIGATIONS, OR IN DEFENDING OURSELVES AGAINST ANY ACTION YOU MAY BRING AGAINST US, EVEN IF YOU PREVAIL AND THE COURT RULES IN YOUR FAVOR

5 YOU MUST GRANT US A SECURITY INTEREST IN ALL EQUIPMENT, FURNITURE, FIXTURES, SIGNAGE, AND PROCEEDS OF THE FRANCHISED BUSINESS THIS SECURITY INTEREST MAY IMPAIR YOUR ABILITY TO OBTAIN FINANCING FOR YOUR OPERATIONS

6 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 be sure to do your own investigation of the franchise

(See the following page for state effective dates)

State Effective Dates

State	Effective Date
Florida	October 24, 2016
California	
Indiana	
Michigan	
Minnesota	
New York	
Rhode Island	
Virginia	
Wisconsin	

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EXHIBITS

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "Us," "We," "Our," or "Matcal" means Matcal, Inc , the franchisor "You" means the person who buys the franchise If you are a corporation, partnership, or limited liability company, "you" does not include the principals of the corporation, partnership, or limited liability company

Matcal is a Massachusetts corporation formed on December 15, 2000 Matcal does business under the names "Matcal" and "WINGS OVER " Our principal business address is 29 School Street, Westfield, MA 01085

We do not have any parents, predecessors, or affiliates for purposes of this Item 1 However, our principal officers operate similar businesses to those offered under this disclosure document in Massachusetts, Michigan, North Carolina, Pennsylvania, and Ohio We have offered franchises for this type of business since January 2002 We have not conducted business in any other line of business and we have not offered franchises in any other type of business

Our agents for service of process are disclosed in Exhibit B

Franchised Business

We have developed and own a unique system relating to the establishment, development and operation of Wings Over restaurants offering products and services related to the carry-out and delivery of, and offer for sale to the public of, boneless chicken wings, bone-in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers (the "System")

We license the right to operate a business under the System (the "Franchised Business" or "Restaurant") and to use the "Wings Over " service mark and the marks "WINGS and Design," "B-1," "B-1 BOMBER," "B-17 BOMBER," "THE AIRCRAFT CARRIER," "B-17," "C-5," "HANGAR 1," "HANGAR 2," "HANGAR 3," and "HANGAR 4," and other service marks, trade names, trade dress and trademarks as are now designated (and may be designated by us in our Confidential Operating Manual (the "Manual") or otherwise in writing) under the System (collectively, the "Proprietary Marks")

You will operate the Franchised Business under a franchise agreement entered into with us (the "Franchise Agreement"), included as Exhibit C to this disclosure document

We also offer the opportunity to establish and operate more than one Restaurant in a designated area ("Development Area") under a development agreement entered into with us ("Development Agreement") in the form attached as Exhibit D to this disclosure document Under the Development Agreement, we will specify the number of Restaurants you must develop within the Development Area and will designate your particular development schedule ("Development Schedule") You must develop a minimum of 5 Restaurants For each Restaurant you develop under the Development Agreement, you must sign a separate, then-current franchise agreement

Market and Competition

The general market for the products and services offered by the Restaurant is well developed and competitive Your competitors will primarily include small local restaurants as well as national restaurant chains

Laws and Regulations

The Restaurant will be subject to various federal, state, and local laws and regulations applicable to restaurant businesses generally, including state and local licensing, zoning, land use, construction, environmental regulations and various health, sanitation, safety and fire standards The Restaurant must comply with all federal and state laws requiring disclosure of nutritional information on menus and menu boards, including the requirements of Section 4205 of the Patient Protection and Affordable Care Act of 2010 The Restaurant also will be subject to employment laws, such as the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Family and Medical Leave Act, and various state laws governing such matters as minimum wages, overtime and working conditions In addition, the Americans With Disabilities Act may require you to expend certain amounts in connection with ongoing remodeling of your Restaurant in order to comply with the legislation Your Restaurant also will be subject to other laws or regulations that are not specific to the restaurant industry, but apply to businesses generally

ITEM 2

BUSINESS EXPERIENCE

President – Harold Tramazzo

Since July 2010, Mr Tramazzo has served as President of Matcal in Westfield, Massachusetts From October 2006 to July 2010, Mr Tramazzo served as CFO and Treasurer of Matcal In addition, Mr Tramazzo has served as President of Afterburner, Inc since August 1999 in Amherst, Massachusetts He has also served as President of Wings Over Franchising, Inc in Amherst, Massachusetts since August 2001 and served as Treasurer of P&H, Inc in Amherst, Massachusetts from August 2001 to September 2006

Chief Operating Officer – Patrick Daly

Since July 2010, Mr Daly has served as Secretary of Matcal in Westfield, Massachusetts From October 2006 to July 2010, Mr Daly served as CEO of Matcal In addition, since August 1999, he has served as Treasurer/Secretary of Afterburner, Inc in Amherst, Massachusetts Since August 2001, Mr Daly has also served as Treasurer/Secretary of Wings Over Franchising, Inc in Amherst, Massachusetts He has been CEO of Wings Over Columbus in Columbus, Ohio since January 2007 Mr Daly has also served as co-owner of Columbus Carvery LLC since October 2013 Since January 2006, he has served as President and CEO of PHE, Inc in East Lansing, Michigan Mr Daly has served as President and CEO of P&H, Inc in Amherst, Massachusetts since August 2001

Executive Officer – Haig Babikyan

Since June 2010, Mr Babikyan has served as Executive Officer of Matcal in Westfield, Massachusetts From September 2004 to May 2010, Mr Babikyan served as Delivery Manager of Afterburner, Inc in Amherst, Massachusetts

Corporate Training Co-Director – Abigail Lynn

Since June 2014, Ms Lynn has served as a Corporate Training Co-Director of Matcal in in Westfield, Massachusetts From September 2013 to June 2014, Ms Lynn was the General Manager of Wings Over Amherst in Amherst, Massachusetts From February 2010 to August 2013, Ms Lynn was a Manager for Wings Over Amherst in Amherst, Massachusetts From January 2009 to February 2010, Ms Lynn answered phones for Wings Over Amherst in Amherst, Massachusetts

District Manager – Greg Donofrio

Since July 2014, Mr Donofrio has served as the District Manager for Wing Over Ohio, Inc in Columbus, Ohio From January 2012 to July 2014 Mr Donofrio was the General Manager for Wings Over Athens, in Athens Ohio From September 2011 to January 2012, Mr Donofrio was the Assistant Manager for Wings Over Athens, in Athens Ohio From January 2008 to September 2011, Mr Donofrio served in several positions for Wings Over Columbus, in Columbus Ohio, including as a Shift Manager from October 2011 to September 2012, as a cook from October 2010 to March 2011 and from January 2010 to March 2010, as a driver from March 2010 to October 2010 and September 2009 to January 2010, and as counter staff from September 2008 to October 2008 In addition, from March 2010 to October 2010, Mr Donofrio also worked as a General Laborer for Scioto Country Club in Columbus, Ohio

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5

INITIAL FEES

Franchise Agreement

You must pay to us an initial franchise fee of $30,000 for a single Wings Over restaurant to be operated under an individual Franchise Agreement You must pay the entire initial franchise fee no later than the date of your signing the Franchise Agreement The initial franchise fee is nonrefundable except as set forth in this Item 5

For the first Wings Over restaurant you own, the first 5 days of the initial training program will take place at one of our company-owned restaurants and is referred to as the "Testing Period" See Item 11 Within 24 hours of the conclusion of the Testing Period, both we and you will have the right to terminate the Franchise Agreement by notifying the other party in writing Upon such termination, we will refund your initial franchise fee, less $5,000 for our costs and expenses

In addition, following the Testing Period, if we determine, in our sole discretion, that you (or one of your principals) have not completed our initial training program to our satisfaction or, during the course of the initial training program, has not exhibited the skills, business acumen, or ability to operate the Franchised Business in compliance with our high standards, we (and only we) have the right to terminate the Franchise Agreement at any time before the Franchised Business opens In the event of such termination, we will refund your initial franchise fee, less $5,000 for our costs and expenses

Development Agreement

If you enter into a Development Agreement, you must pay an initial franchise fee of $30,000 on signing of a Franchise Agreement for each of your first 2 Restaurants and $15,000 on signing of a Franchise Agreement for each subsequent Restaurant opened following the initial two You must open a minimum of 5 Restaurants

If you enter into a Development Agreement, in addition to the initial franchise fee for each Franchise Agreement you sign, as described above, you must also pay a non-refundable development fee of a minimum of $105,000 for the first 5 Restaurants to be developed and $15,000 for each additional Restaurant to be developed, to be paid on signing of the Development Agreement The development fee is paid for a development area granted, not for the right to open any individual Restaurant, therefore, the development fee is not credited to any initial franchisee fee payable under a Franchise Agreement, but is an additional fee You must develop a minimum of 5 locations under a Development Agreement

ITEM 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Products	$11,900	As incurred	See Note 1
Banners and Menu	$600	As incurred	See Note 2
Royalty	4% of total gross sales	Payable each month by the 15th day of the following month, however, we reserve the right to require you to pay this royalty fee on a weekly basis on the day of the week as we designate	See Note 3
Local Advertising	At least 1% of Gross Sales	Monthly	
Advertising Cooperative	Up to $5,000 annually	Bi annually, within 10 days of your receipt of the invoice	See Note 4
Interest	For all payments due to us, interest on the amount at the rate of 2% per month subsequently until paid	As incurred	See Note 5
Renewal of Franchise Agreement	$7,500	5 years from opening date	
Insurance	Cost of insurance and, if not obtained by you, our procurement expense	As required and as incurred	See Note 6
Audit	Cost of audit	As incurred	See Note 7
Training	Amount of expenses, $500 - $6,000	As incurred	See Note 8
Site Selection	Amount of expenses	As incurred	See Note 9
Transfer	$5,000 or $12 000	Before consummation of transfer	See Note 10
Indemnification	Cost of liability	As incurred	See Note 11
Collection Costs and Attorneys' Fees	Cost of collection and attorneys' fees	As incurred	See Note 12
Computer Support Fees	Approximately $150 per month	Monthly	See Note 13

The above table describes other recurring or isolated fees or payments that you must pay to us, or which we impose or collect on behalf of a third party Unless otherwise indicated below, all of the fees are imposed by, payable to, and collected by us and are non-refundable All fees are uniformly imposed

Note 1 If you run out of the initial inventory of branded clothing and wear gear, phone equipment, marketing materials, restaurant equipment and supplies, and training materials you must purchase additional items from approved vendors These purchases are in addition to ones being purchased before opening of the Franchised Business The amount and cost will vary depending on how many items you purchase

Note 2 If you use all of the banners and menus purchased from our approved vendors before opening of the Franchised Business, you must purchase from us additional banners and menus used in the Franchised Business The amount and cost will vary depending on how many items you purchase

Note 3 All required royalty fees must be paid by the 15th day of each month for Gross Sales in the preceding month, and must be submitted to us together with any reports or statements required by the Franchise Agreement We reserve the right to require payment of royalty fees by direct deposit or electronic funds transfer "Gross Sales" means all revenue from the sale of all products and services and all other income of every kind and nature at or from the Restaurant or otherwise related to the Restaurant, including, without limitation, any proceeds from business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit Gross Sales will not include any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority

Note 4 During the term of the Franchise Agreement, if we establish a regional advertising and promotional cooperative ("Cooperative"), you must contribute to the Cooperative applicable to your Wings Over restaurant in amounts as are determined by the Cooperative However, you will not be required to contribute to any Cooperative in excess of $5,000 during any calendar year

Note 5 If any royalty or other payment is overdue by 30 days or more, you must pay us or our designee immediately upon demand, in addition to the overdue amount, interest on the amount at the rate of 2% per month subsequently until paid, or the maximum rate permitted by law, whichever is less Our entitlement to interest will be in addition to any other remedies we may have You will not be entitled to set-off any payments required to be made under the Franchise Agreement against any monetary claim you may have against us

Note 6 Before you open your Franchised Business, you must purchase and maintain at your sole expense at all times during the term of the Franchise Agreement the insurance coverage required by the Franchise Agreement, including comprehensive general liability insurance, property and casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of your Franchised Business If you fail to obtain or maintain the insurance required, we will have the right and authority (but not the obligation) to obtain the required insurance and to charge you for it, which charges, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon notice

Note 7 We and our designated agents will have the right at all reasonable times to examine and copy, at our expense, your books, records, accounts, and tax returns We will also have the right, at any time, to have an independent audit made of your books If an inspection should reveal that any payments have been understated in any report to us, then you must immediately pay to us the amount understated upon demand, in addition to interest from the date the amount was due until paid, at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less If an inspection discloses an understatement in any report, you must, in addition to repayment of monies owed with interest, reimburse us for any and all costs and expenses in connection with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs) These remedies will be in addition to any other remedies we may have

Note 8 All training programs we conduct will be at the times and places as we may designate For all required training courses, seminars, and programs, for up to 3 persons only, we will provide instructors and training materials, and you or your employees will be responsible for any and all other expenses incurred by you or your employees in connection with any courses, seminars, and programs, including the costs of transportation, lodging, meals, and wages For any more than 3 persons, you will be solely responsible for all costs and expenses associated with required training for those persons

Note 9 Under the Franchise Agreement, we will conduct, if we deem necessary and appropriate, up to 2 on-site evaluations of any properly submitted proposed sites These evaluations will be at our cost, if the proposed site is within 100 miles of our principal place(s) of business in Westfield, Massachusetts, or Columbus, Ohio and at your cost, if the proposed site is more than 100 miles of our principal place of business or if we have already conducted 2 on-site evaluations For each additional on-site evaluation (if any), you must reimburse us for our expenses, including the costs of travel, lodging and meals

Note 10 If there is a transfer under the Franchise Agreement or the Development (as described in Item 17, the Franchise Agreement, and Development Agreement), you must pay to us a transfer fee of $12,000 However, in the case of a transfer to a corporation formed by you for the convenience of ownership, no transfer fee will be required, and in case of a transfer to a transferee due to your death, the transfer fee will be $5,000

Note 11 You must indemnify and hold us, and our officers, directors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business under the Franchise Agreement and your operations under the Development Agreement (if any), as well as the costs, including attorneys' fees, of the indemnified party in defending against them

Note 12 You must pay to us all damages, costs, and expenses, including all court costs, mediation costs, and reasonable attorneys' fees, and all other expenses we incur in enforcing any obligation or in defending against any claim, demand, action, or proceeding relating to the Franchise Agreement, including the obtaining of injunctive relief

Note 13 You must pay any applicable computer hardware support fees charged by us or the approved supplier of the computer or point-of-sale system purchased by you for use in the Franchised Business, as described in Items 8 and 11 The estimated cost of these services will be $150 per month

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
INITIAL FRANCHISE FEE (Note 1)	$30,000	Lump sum in cash, certified check or bank check	At signing	Us
DEVELOPMENT FEE (Note 2)	$0 - $105,000	Lump sum in cash, certified check or bank check	At signing	Us
REAL ESTATE (Note 3)	$1,500 - $8,000	Lease	Before Opening	Landlord
LEASE HOLD IMPROVEMENTS (Note 3)	$25,000 $180,000	Lump sum	Before opening	Supplier
FURNITURE, EQUIPMENT, SIGNS AND FIXTURES (Note 4)	$80,000 - $97,000	Lump Sum	Before Opening	Supplier and/or us
POINT OF SALE/INFORMATION SYSTEM (Note 5)	$24,875 $25,875	Lump Sum or Lease	Before Opening	Supplier
INVENTORY (Paper Food, Supplies) (Note 6)	$4,000 - $10,000	Lump Sum	Before Opening	Supplier
BRANDED MERCHANDISE AND UNIFORMS (Note 7)	$12,500	Lump Sum	Before Opening	Supplier
TRAVEL AND LIVING EXPENSES FOR TRAINING (Note 8)	$2,000 - $5,000	As incurred	During training	Airlines, Hotels and Restaurants
GRAND OPENING LOCAL ADVERTISING AND PROMOTIONAL PROGRAM (Note 9)	$3,500	As incurred	Before Opening	Supplier
ADVERTISING (Note 10)	$1,000 - $3,000	Lump Sum	Before Opening	Supplier
INSURANCE (Note 11)	$5,000 - $20,000	Lump Sum (Annual Premium)	As Appropriate	Supplier
PERMITS, HEALTH, OCCUPANCY (Note 12)	$1,000-$2,000	Lump Sum	Before Opening	Local Agencies
UTILITIES (Note 13)	$3,000	Lump Sum	As Appropriate	Supplier

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
LEGAL AND ACCOUNTING (Note 14)	$1,000 - $2,500	Lump Sum	Before Opening	Supplier
ADDITIONAL FUNDS – 3 MONTHS (Note 15)	$12,000 $45,000	As incurred (Line of credit)	As appropriate	Employees, Suppliers
TOTAL $206,375 $552 375				

Except as otherwise described in the notes below, the above table provides an estimate of your initial investment for a single, new Restaurant and the costs necessary to begin operation of a Restaurant All costs are estimates only Actual costs will vary for each franchisee and each location depending upon a number of factors All fees and payments described in this Item 7 are non-refundable, unless otherwise stated or permitted by the payee

Note 1 If you enter into a development agreement, you must pay an initial franchise fee of $30,000 on signing of a Franchise Agreement for each of the first 2 Restaurants In addition, you must pay $15,000 on signing of Franchise Agreement for each Restaurant other than the first 2 Restaurants to be developed by you See Item 5

Note 2 You are not required to sign a Development Agreement If you enter into a Development Agreement, in addition to the initial franchise fee for each Franchise Agreement you sign, you must also pay a non-refundable development fee of a minimum of $105,000, depending on the size of your development area, to be paid on signing of the Development Agreement The development fee may be more than $105,000 for a larger development area If you do not enter into a Development Agreement, you will not pay a development fee See Item 5

Note 3 The premises for the Franchised Business ("Premises") must be a minimum of 1400 square feet and at least 200 square feet of diamond plate aluminum and fiberglass reinforced panels in the kitchen area is required If you do not already own a site for your Franchised Business, you must lease or acquire a site for your Franchised Business for the term of the Franchise Agreement You will probably choose for your Franchised Business to be located in a shopping center or on its own as a freestanding unit In the event that you lease the Premises, we have provided an estimated cost, which estimate includes one month's rent plus one month's rent as security deposit We have not provided an estimate of costs incurred for purchasing the Premises

Note 4 The amounts stated in this section of your estimated initial investment, are based on new equipment only, including a sauce station and fryers, and signs, menus, 1 cable modem line or DSL, 1 facsimile line, 4 grouped phone line with caller identification, and T-8 2x4 light fixtures Used equipment may be purchased in lieu of new equipment A savings of up to 25% or more could be realized The equipment amounts do not reflect shipping Financing and/or leasing, may be available for used or new equipment from suppliers The Premises will also require painting, wall color striping, a minimum 12 foot hood, a minimum of 8 airplane pictures, menu boards and a minimum of 3 store write ups Certain mandatory items are listed in the Manual regarding the decor of the Premises

Note 5 You must record all sales on a cash register or computer-based point-of-sale record keeping and control system designated by us, or on any other equipment specified by us in the Manual or otherwise in writing You must purchase this cash register or computer-based point-of-sale record keeping and control system form our approved supplier

Note 6 At the time the Franchised Business opens, you must stock the initial inventory of chicken, food items, recorded music, aviation merchandise, and other products and supplies required by us in the Manual or otherwise in writing Subsequently, you must stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand

Note 7 Before opening of the Franchised Business, you must purchase certain clothing and wear gear, phone equipment, marketing materials, restaurant equipment and supplies, training materials, banners and menus from our designated supplier at the then-current prices charged by such supplier The cost of these items will be approximately $12,500 If you enter into a Development Agreement, you must spend approximately $12,500 per Restaurant granted under that agreement

Note 8 For all training courses, seminars and programs required under the Franchise Agreement, we will provide, at no charge to you, instructors and training materials, and you or your employees will be responsible for any and all other expenses incurred by them in connection with any of these courses, seminars, and programs, including the costs of transportation, lodging, meals, and wages

Note 9 Beginning 2 weeks before the opening of the Franchised Business and continuing until the opening of the Franchised Business, you must conduct an initial, grand opening local advertising and promotional program in the form and manner required by us in writing

Note 10 You may, at your expense, obtain listings in the white and yellow pages of local telephone directories with our prior approval for advertisement of the Franchised Business This type of advertising is not required unless you choose to obtain it

Note 11 You must procure, before the start of any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, an insurance policy or policies protecting you, us, and our respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense arising or occurring upon or in connection with the Franchised Business, including comprehensive general liability insurance, professional liability, non-owned/hired automobile policy for vehicles used in connection with the Franchised Business, property and casualty insurance, statutory workers' compensation insurance, employer's liability insurance, and product liability insurance The insurance must be from a carrier that is acceptable to us, and must provide minimum coverage of One Million Dollars ($1,000,000) The cost of the business insurance coverage will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions We anticipate that you will be required to pay your insurance carrier or agent a full annual premium in advance The estimate provided in the chart is for a full annual premium

Note 12 Before the opening of your Franchised Business, you must obtain all necessary permits and licenses The above estimate includes licenses to do business, fictitious name registrations, sales tax permits, health permits, building permits, and fire clearances

Note 13 This estimate includes the costs of deposits for gas and electric service that you will need to operate your Franchised Business

Note 14 This estimate includes the costs of legal fees that you will need to operate your Franchised Business

Note 15 This estimates your initial start expenses These expenses include payroll costs These figures are an estimate and we cannot guarantee that you will not have additional expenses starting the business In addition, the estimate provided is based on the prior experience of our principal officers who operate similar businesses to those offered under this disclosure document in Massachusetts, Michigan, New York, and Ohio Your costs will depend on factors as how much you follow our methods and procedures, your management skills, experience and business acumen, local economic conditions, the local market for our product, the prevailing wage rate, competition, and the sales level reached during the initial period Estimated length of time 3 months

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To insure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards and specifications as we may require in the Manual or otherwise in writing, and you must refrain from deviating from these methods, standards and specifications without our prior written consent We may revise the contents of the Manual, and you must comply with each new or changed standard and specification You must at all times insure that your copy of the Manual is kept current and up to date

You must maintain in sufficient supply (as we may require in the Manual or otherwise in writing), and use at all times, only food items, recorded music, aviation merchandise, and other products acquired from a supplier or suppliers we designate or approve, and other ingredients, products, materials, supplies, paper goods, fixtures, furnishings, equipment, signs and menu items, as conform with our standards and specifications, and refrain from deviating from those standards and specifications by the use of nonconforming items, without our prior written consent

You must sell or offer for sale only chicken wings, ribs, and specialty sandwiches ("Wings Over Products"), and other products and services as we have expressly approved for sale in writing, sell or offer for sale all types of Wings Over Products and other products and services we specify, refrain from any deviation from our standards and specifications without our prior written consent, and discontinue selling and offering for sale any Wings Over Products or other products or services which we may, in our discretion, disapprove in writing at any time Our standards and specifications are provided to you in the Manual, our internet webpage, or otherwise in writing

You must purchase and install, at your expense, all fixtures, furnishings, equipment (including a refrigerator, sinks, telecopy machine, telephone, and cash register or point-of-sale recording system), decor and signs as we may reasonably direct, and refrain from installing or permitting to be installed on or about the Premises, without our prior written consent, any fixtures, furnishings, equipment, decor, signs or other items not previously approved as meeting our standards and specifications You may not use any handwritten signs at the Franchised Business at any time

All products, materials, supplies, paper goods, fixtures, furnishings and equipment sold or offered for sale at the Franchised Business must meet our then-current standards and specifications, as established in the Manual, our internet webpage, or otherwise in writing You must purchase all food items, spices, ingredients, supplies, materials, and other products and equipment used or offered for sale at the Franchised Business for which we have established standards or specifications solely from suppliers (including manufacturers, distributors and other sources) which demonstrate, to the continuing reasonable satisfaction of us, the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Manual or otherwise in writing If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility designated by us A charge not to exceed the reasonable cost of the evaluation and testing must be paid by you We must use our best efforts, within 90 days after our receipt of such completed request and completion of this evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier Approval must not be unreasonably withheld You must not sell or offer for sale any products of the proposed supplier until our written approval of the proposed supplier is received We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards Upon receipt of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier

We formulate and modify specifications and standards imposed upon franchisees by evaluating the market acceptance of products and the financial stability of suppliers We are not required to issue its specifications and standards to franchisees or approved suppliers, nor are criteria for supplier approval made available to franchisees You must provide production run samples of the food products and services identified by the Proprietary Marks at least as often as annually and also on our request to determine whether these products and services meet all quality control requirements

There are no existing purchasing or distribution cooperatives We currently negotiate purchase arrangements with suppliers for the benefit of franchisees We do not provide any material benefits to franchisees based on their purchase of products or services from approved suppliers We may continue to negotiate purchase arrangements with some of our suppliers (including price terms) for the benefit of our franchisees, but we are under no obligation to do so We do not currently receive payment, in the form of preferred pricing, from any suppliers due to suppliers' transactions with us or our franchisees None of our officers own an interest in any approved suppliers

We may receive volume rebates to us from approved suppliers We do not anticipate receipt of any net income based on the required purchases or leases In the fiscal year ending September 30, 2016, we received a rebate of approximately $50,000 from Performance Food Service based on franchisee purchases of products (principally food products) used in the Franchised Business that exceeded a purchase threshold In addition, we received a rebate of approximately $10,000 based on franchisee purchases of french fries exceeding a purchase threshold These monies were distributed to franchisees based on the prior year's volume We have the right to receive volume rebates from other suppliers, but did not receive any other volume rebates for fiscal year ending September 30, 2016

In the fiscal year ending September 30, 2016, our total revenues were approximately $1,821,634 Our total revenues derived from franchisee purchases of items such as gift cards/holders, cheese melters, day dots/flavor stickers, sauce materials, steaming sheets and assorted computer accessories from us for fiscal year ending September 30, 2016 was approximately $80,000, or approximately 4 4% of our total revenues This sum represents the actual costs of the items sold plus our minor out-of-pocket expenses We are the only approved supplier for the sauce system, gift cards/holders, and steaming sheets We estimate that the proportion of your required purchases from suppliers approved by us to all your purchases of goods and services in establishing and operating the Franchised Business will be 1%-2%

Due to the confidential nature of the ingredients in the spices required to duplicate the food products and services identified by the Proprietary Marks and the need for uniform quality by different franchisees, you must purchase spices any other confidential supplies only from sources approved in advance by us

All products made available for purchase by you at the Wings Over eStore are to be used by you and your employees only in connection with the operation of the Franchised Business You are not permitted to re-sell any such items to customers, vendors, or other third parties We reserve the right to charge you a fee of $100 per item that is sold in violation of this restriction

You must obtain, before the start of any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, an insurance policy or policies protecting you, us, and our and your respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including comprehensive general liability insurance, professional liability, non-owned/hired automobile policy for vehicles used in connection with the Franchised Business, property and casualty insurance, statutory workers' compensation insurance, employer's liability insurance, and product liability insurance The insurance must be from a carrier that is acceptable to us, and must provide minimum coverage of

One Million Dollars ($1,000,000) Prior to beginning any operations under the Franchise Agreement, and at least thirty (30) days prior to the expiration of any policy, you must deliver to us Certificates of Insurance evidencing the proper types and minimum amounts of coverage

ITEM 9

FRANCHISEE'S OBLIGATIONS

These tables list your principal obligations under the franchise and other agreements It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1 2	No provision
b Pre opening purchases/leases	7 6	Items 5, 6, 7 and 8
c Site development and other pre opening requirements	3 1 5 1 and 5 2	Item 11
d Initial and ongoing training	6	Items 6, 7 and 11
e Opening	5 3	Item 11
f Fees	4	Items 5, 6 and 7
g Compliance with standards and policies/ operating manual	7 3, 7 4, 7 5, and 9 1	Items 8 and 11
h Trademarks and proprietary information	8 and 10	Items 13 and 14
i Restrictions on products/services offered	7 2 7 3, 7 5, 7 19 and 7 20	Items 8 and 16
j Warranty and customer service requirements	Not Applicable	Item 11
k Territorial development and sales quotas	2 2 and 14 3	Item 12
l Ongoing product/service purchases	7 3 and 7 9	Item 8
m Maintenance, appearance and remodeling requirements	7 11 and 7 12	Item 11
n Insurance	7 10 and 13	Items 6, 7, and 8
o Advertising	12	Items 6, 7 and 11
p Indemnification	20 3	Item 6
q Owner's participation/management/staffing	7 13 and 7 15	Items 11 and 15
r Records and reports	11	Item 6
s Inspections and audits	7 7 and 11 4	Items 6 and 11
t Transfer	14	Item 17
u Renewal	2 2	Item 17
v Post termination obligations	16	Item 17
w Non competition covenants	17	Item 17
x Dispute resolution	26	Item 17
y Other (describe)	Not Applicable	Not Applicable

Development Agreement

OBLIGATION	SECTION IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
a Site selection and acquisition/lease	3 2, 3 3, and 3 4	7 12
b Pre opening purchases/leases	Not Applicable	Not Applicable
c Site development and other pre-opening requirements	3 5 and 3 6	7, 8
d Initial and ongoing training	Not Applicable	Not Applicable
e Opening	Not Applicable	Not Applicable
f Fees	2 1, 2 2, 7 3 8, and 7 6	5 6
g Compliance with standards and policies/operating manual	Not Applicable	Not Applicable
h Trademarks and proprietary information	Not Applicable	Not Applicable
i Restrictions on products/services offered	Not Applicable	Not Applicable
j Warranty and customer service requirements	Not Applicable	Not Applicable
k Territorial development and sale quotas	1 1, 3 5 and 3 6	12
l Ongoing product/service purchases	Not Applicable	Not Applicable
m Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n Insurance	Not Applicable	Not Applicable
o Advertising	Not Applicable	Not Applicable
p Indemnification	10 3	15
q Owner's participation/management/staffing	Not Applicable	Not Applicable
r Records and reports	Not Applicable	Not Applicable
s Inspections and audits	Not Applicable	Not Applicable
t Transfer	7	17
u Renewal	Not Applicable	17
v Post-termination obligations	9 2	17
w Non competition covenants	9 2	17
x Dispute resolution	15	17
y Other (describe)	Not Applicable	Not Applicable

ITEM 10

FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours, or receives any direct or indirect payments or other consideration from any person for the placement of financing with the lender

ITEM 11

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

Except as listed below, Matcal, Inc is not required to provide you with any assistance

Pre-Opening Obligations

Franchise Agreement

Before the Franchised Business opens, we are required by the Franchise Agreement to provide the following to you

1 We will provide site selection guidelines and consultation as we deem advisable (Franchise Agreement, Exhibit B, Paragraph 5),

2 Will provide you with on-site evaluation that we deem advisable as part of our evaluation of your request for site approval However, we will not provide on-site evaluation for any proposed site before we receive the required information and materials from you If on-site evaluation is deemed necessary and appropriate, we will conduct up to two on-site evaluations, which will be at our expense if the proposed site is within 100 miles of our principal place(s) of business in Westfield, Massachusetts, or Columbus, Ohio, or at your expense if the proposed site is more than 100 miles of our principal place(s) of business For each additional on-site evaluation (if any), you must reimburse us for our reasonable expenses, including the costs of travel, lodging and meals (Franchise Agreement, Exhibit B, paragraph 5)

3 We will make available, at no charge to you, standard layout, equipment cut sheets, and guidelines for interior design of a prototypical Restaurant, including a description of, and specifications for, fixtures, furnishings, and signs, any required architectural plans or designs are your sole responsibility (Franchise Agreement, Section 3 1),

4 We will provide initial training for up to 3 persons (Franchise Agreement, Sections 3 2 and 6),

5 We may make available to you on occasion, at your expense, advertising and promotional materials and bulletins on new sales, marketing developments, new recipes and new or improved techniques in a periodic newsletter/information package and/or corporate website (Franchise Agreement, Sections 3 3 and 12),

6 We will provide you, on loan, either one paper copy of the Manual or provide you with electronic access to the Manual (via Internet, extranet, or other electronic means) (Franchise Agreement, Sections 3 4 and 9), and

7 We will make available to you for sale, or will designate or approve other suppliers who will make available to you for sale, menu items as we may designate in writing (Franchise Agreement, Section 3 6)

Development Agreement

Before each Franchised Business opens, we are required by the Development Agreement to provide the following to you

1 We will furnish to you site selection consultation as we may deem advisable (Franchise Agreement, Section 5 5 1), and

2 We will furnish to you on-site evaluation as we may deem advisable as part of our evaluation of your request for site approval However, we will not provide on-site evaluation for any proposed site before our receipt of such information and material required under the Development Agreement with respect to site approval, a description of the proposed site and evidence satisfactory us which confirms your favorable prospects for obtaining the proposed site If on-site evaluation is deemed necessary and appropriate, we will conduct up to 2 on-site evaluations for each Restaurant at our cost if the proposed site is located within 100 miles of our then-current principal place of business For each additional evaluation after the first 2 or if the site is located more than 100 miles from our then-current principal place of business, we may require that you reimburse us for our reasonable expenses (Development Agreement, Section 5 1 2)

Continuing Obligations

Franchise Agreement

After the Restaurant opens, we are required by the Franchise Agreement to provide the following to you

1 We may make available to you on occasion, at your expense, advertising and promotional materials and bulletins on new sales, marketing developments, new recipes and new or improved techniques in a periodic newsletter/information package (Franchise Agreement, Sections 3 3 and 12),

2 We will conduct, as we deem advisable, inspections of your operation of the Restaurant (Franchise Agreement, Section 3 5),

3 During the required time period of operations of the Restaurant, as we specify in the Manual or otherwise in writing, we will make available to you for sale, or will designate or approve other suppliers who will make available to you for sale, menu items as we may designate in writing (Franchise Agreement, Section 3 6),

4 If the Franchise Agreement is for your only Franchised Business or if the Franchise Agreement is for the first or second Franchised Business granted to you under a development agreement with us, we will provide with up to 80 hours of start-up advice at no charge to you, otherwise, we will provide only up to 40 hours of start-up assistance at no charge to you (Franchise Agreement, Section 3 7),

5 We will provide you with reasonable consultation annually (Franchise Agreement, Section 3 8),

6 We will provide a list of approved suppliers and other specifications as a part of the Manual during training (Franchise Agreement, Section 3 10),

7 We will provide you with a World Wide Web site (a "Web site") page in connection with the Franchised Business (Franchise Agreement, Section 3 11), and

8 Our information technology consultant will provide computer hardware support to you, if requested by you (Franchise Agreement, Section 3 15)

Development Agreement

Under the Development Agreement, we need not furnish any assistance to you after the opening of your Restaurant(s)

Advertising Programs

Advertising Fund. We may choose to establish an advertising fund (the "Fund") If the Fund is established, you must pay the Fund contribution of 1% of Gross Sales per month, however, you will not be required to spend 1% of Gross Sales on local advertising and promotion each month, as described below We will maintain a separate account for advertising contributions and will administer contributions in the Fund, at our sole discretion, to cover the costs to maintain, administer, direct, and prepare national, regional or local advertising materials (Franchise Agreement, Section 12 4) We will direct all advertising programs of the Fund, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocation of them (Franchise Agreement, Section 12 5 1) The Fund's advertising may be disseminated in print, radio, or television, and may be local, regional, or national in scope The source of the advertising is from in-house advertising or a national, regional, or local advertising agency The Fund, all contributions to it, and any of its earnings, are used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting radio, cable television and print advertising campaigns, developing, maintaining, and updating a Web site on the Internet, direct mail advertising, marketing surveys, employing advertising and/or public relations agencies to assist, purchasing promotional items, providing promotional and other marketing materials and services to the businesses operating under the System, and advertising for the sale of franchises (Franchise Agreement, Section 12 5 2) We do not intend to use any monies contributed to the Fund for the solicitation of the sale of franchises All franchised and company-owned locations are required to contribute to the Fund at the same rate

All sums paid by you to the Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for any reasonable costs and overhead as we may incur in activities reasonably related to the direction and implementation of the Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional, and marketing programs We maintain separate bookkeeping accounts for the Fund We are not required to make available for your review copies of the financial statements of the Fund (Franchise

Agreement, Section 12 5 3) We reserve right to charge 5% of our reasonable costs and overhead incurred by us in our direction and implementation of the Fund (Franchise Agreement, Section 12 5 6)

Except as indicated above, we will not receive payment for providing goods or services to the Fund We are not be obligated, in administering the Fund, to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Fund (Franchise Agreement, Section 12 5 3) It is anticipated that all contributions to and earnings of the Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made If, however, excess amounts remain in the Fund at the end of the taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions (Franchise Agreement, Section 12 5 4)

Although we intend that the Fund will be of perpetual duration, we maintain the right to terminate the Fund The Fund may not be terminated, however, until all monies in the Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions (Franchise Agreement, Section 12 5 5) You may obtain an accounting of the Fund by sending written request to us

Local Advertising You must spend at least 1% of Gross Sales for each month on local advertising and promotion All advertising and promotion by you must be in media and of the type and format as we may approve, must be conducted in a dignified manner, and must conform to standards and requirements as we may specify You must not use any advertising or promotional plans or materials unless and until you have received written approval from us You may not use any handwritten advertising, promotional, or marketing materials for any reason (Franchise Agreement, Section 12 6) You must submit to us for our prior approval samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including the Internet) that you wish to use and that we have not prepared or previously approved within the preceding 6 months (except with respect to minimum prices to be charged) You must not use plans or materials until they have been approved in writing by us If you do not receive written notice of disapproval from us within 15 days of the date of our receipt of samples or materials, we will be deemed to have approved them (Franchise Agreement, Section 12 7) For multiple publications of the same advertisement, only first time approval is necessary

We may make available to you, at your expense, promotional materials, including newspaper mats, merchandising materials, point-of-purchase materials, special promotions and similar advertising and promotional materials (Franchise Agreement, Section 3 12) We do not provide for placement of advertising Most placement is done on a local basis

Web Site Except as we otherwise approve in advance, you may not establish or maintain any other Web site, or otherwise maintain a presence or advertise on the Internet or any other public computer network, in connection with your Restaurant In connection with your Web site, you must comply with the following requirements, in addition to those we may set forth in the Manuals or otherwise in writing

You may only use Web materials, Web pages, Web site content which we have approved in advance in writing If approved, we will promptly incorporate such materials, pages, and site content on the Web site You are prohibited from using the Proprietary Marks on your Web site except as we expressly permit You are prohibited from posting or including any confidential information (as described in the Franchise Agreement) or any other copyrighted material or information on your Web site without our prior written approval You must not modify your approved Web site without our prior written approval We may provide you with materials for your Web site, but we will at all times remain the owner of the copyrights for all material which appears on your Web site You must obtain our prior written approval for each Internet domain name and/or home page address you use in connection with your Web site, and we will at all times remain the sole owner of the domain name and/or home page address for the Web site you maintain in connection with the Franchised Business (Franchise Agreement, Section 12 8) We reserve the right to charge you a fee for maintenance of the Web site (Franchise Agreement, Section 4 7)

Advertising Cooperative. We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative") in the future, and to determine whether a Cooperative applies to your Restaurant If we have established a Cooperative applicable to your Restaurant at the time you start operation of your Restaurant, you must immediately become a member of the Cooperative If we establish a Cooperative applicable to your Restaurant at any later time during the term of your Franchise Agreement, you must become a member of that Cooperative within 30 days of the date on which the Cooperative starts operation If your Restaurant is within the territory of more than one Cooperative, then you are only required to be a member of one Cooperative (Franchise Agreement, Section 12 10)

Each Cooperative will be organized and governed in a form and manner, will start operation on a date, and will operate according to written governing documents, all of which we must approve in advance in writing Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval Each Cooperative will have the right to require its members to make contributions to the Cooperative in the amounts as are determined by the Cooperative You will not be required to contribute more than $5,000 to the Cooperative during any calendar year

Your contributions to the Cooperative must be submitted in the amount the Cooperative or we invoice, together with statements or reports as may be required by us or by the Cooperative with our prior approval All contributions made to the Cooperative will be forwarded to us, which we will expend on behalf of the Cooperative We reserve the right to require Cooperatives to be changed, dissolved, or merged

Advertising Council There is no advertising council in existence at this time, although we reserve the right to create an advertising council in the future

Operations Manual

You must operate the Franchised Business in accordance with the Manual provided to you We may revise the contents of the Manual, and you must comply with each new or changed standard You must at all times insure that your copy of the Manual is kept current and up to date The Table of Contents of the Manual is attached to this disclosure document as Exhibit E The total number of pages and the number of pages devoted to each topic are reflected in the Table of Contents

Site Selection

You must operate the Franchised Business only at the "Approved Location" set forth in the Franchise Agreement You may not relocate the Franchised Business without our prior written approval, which we may withhold in our sole discretion If, at the time of signing of the Franchise Agreement, you have not yet obtained a location approved by us, you must, at your expense, lease or acquire a location approved by us within 120 days, within the Site Selection Territory specified in your Franchise Agreement We will have 30 days after receipt of information and materials from you to approve or disapprove, in our sole discretion, the site as a location for the Franchised Business If you fail to obtain an Approved Location within 120 days of signing the Franchise Agreement applicable to the Franchised Business, we can terminate the Franchise Agreement If you enter into a Development Agreement and fail to obtain an Approved Location within the time period designated in the Franchise Agreement, we can terminate the Development Agreement

Before your acquisition by lease or purchase of a site for the Franchised Business, you must submit to us, in the form specified by us, a completed site review form, other information or materials as we may reasonably require, and a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the proposed site You must submit a proposed site, together with the information and materials required in the Site Selection Addendum attached as Exhibit B to the Franchise Agreement, to us for our approval within 30 days after signing of the Site Selection Addendum We will have 30 days after receipt of such information and materials from you to approve or disapprove, in our sole discretion, the site as a location for the Franchised Business In the event we do not accept a proposed site by written notice to you within 30 days after receipt of your properly submitted materials, as described above, your proposed site will be deemed disapproved by us You must submit to us the information developed at your expense that we request concerning any site and lease proposed by you for our approval at any time as we may request

We will provide site selection guidelines and consultation as we deem advisable We will conduct up to 2 on-site evaluations, as we deem necessary and appropriate These evaluations will be at our expense if the proposed site is within 100 miles of our principal place of business in Westfield, Massachusetts, or at your expense if the proposed site is more than 100 miles of our principal place of business or if we have already conducted 2 prior on-site evaluations For any additional on-site evaluation, you must reimburse us for our expenses, including costs of travel, lodging and meals Our approval of your proposed site will depend on factors as general neighborhood, size, traffic, and population density in approving a location

Typical Length of Time Between Signing Franchise Agreement and Opening Franchised Business

We estimate the typical length of time between signing the Franchise Agreement and opening a Restaurant will be 90 to 180 days after signing a franchise agreement The factors that affect this time are your ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions and installation of equipment, fixtures and signs

Computer Software and Hardware

You will be required to purchase a computer/cash register system for your franchise The system will be used to record sales We may, but are not obligated, to provide or assist you in obtaining the required computer hardware and software We estimate that the computer/cash register system will cost approximately $400 to $800 per month to lease or between $24,875 and $25,875 to purchase

You must upgrade your hardware and software upon written request from us There are no contractual limitations on the frequency and cost of your obligation to upgrade or update any hardware component or software program during the term of the franchise We estimate that an upgrade would cost approximately $2,000 We will have the independent access to the information set forth in the cash register/computer system There are no contractual limitations on our access to this information and data We, our affiliate, if any, and the provider of the hardware and software do not have a contractual obligation to upgrade or update any of the above listed hardware components or software programs Our information technology team will provide computer hardware support to you, if requested by you We may, at our sole discretion, require you to pay a computer hardware support fee for this assistance Nevertheless, you must pay any applicable computer hardware support fees charged by us or the approved supplier of the computer or point-of-sale system purchased by you for use in the Franchised Business, as described in Item 8 The estimated cost of these services will be $150 per month

Training Programs

Before opening, we will provide an initial training program to you (or, if you are a corporation, partnership or limited liability company, a principal of you approved by us), and your manager approved by us (if you or your principal will not manage the Franchised Business) or another person designated by you and approved by us (but no more than 3 persons) The initial training program is mandatory and includes marketing, sales and business management, as well as systems and procedures necessary to operate the franchise For first-time owners of a Wings Over restaurant, the initial training program will be conducted as follows (a) 5 days of on-site training at a company-owned restaurant (referred to as the "Testing Period", see Item 5), (b) approximately 23 days of initial training at our headquarters and/or a corporate location, and (c) 80 hours of on-site training at the Approved Location If you already own a Wings Over restaurant, the initial training program will be conducted as follows (a) approximately 28 days of initial training at our headquarters and/or a corporate location, and (b) 40 hours of on-site training at the Approved Location You must complete the initial training program within 60 days of our approval of the Franchised Business location If we determine, in our sole discretion, at any time before the Franchised Business opens, that you or your manager(s) require additional training, you or such employees shall attend such training at your sole cost and expense prior to the opening of the Franchised Business At our option, any persons subsequently employed by you in the position of manager must also attend and complete our training program, to our satisfaction You, your manager and other employees must also attend such additional courses, seminars and other training programs as we may reasonably require periodically Additional training may be provided to you during the first week of the opening of the Franchised Business (Franchise Agreement, Section 6 1)

Instructional materials for the training program consist of the Manual All training programs are conducted on an as-needed basis by individuals who have at least 1 year experience as a general manager of a Matcal corporate owned business, and will be overseen by Patrick Daly, who is currently our Chief Operating Office and served as our Secretary and CEO for four years Abigail Lynn, Greg Donofrio, and Harold Tramazzo will also provide training Ms Lynn has been our Corporate Training Co-Director since June 2014 and has at least five years of experience working in our corporate locations Mr Donofrio has been a District Manager since July 2010 and has at least five years of experience working in our corporate locations Mr Tramazzo has been our President since July 2010 and was our CFO and Treasurer for four years Additional training will be provided by Justin Frankenfeld, Nate Brotsky, Jason Fox and Lindsay Snyder Mr Frankenfeld has three years of experience with Matcal and is the General Manager of the Columbus location Mr Brotsky has three years of experience with Matcal and is the Assistant General Manager of the Columbus location Mr Fox serves as our cook trainer He has worked with Matcal for five years in the State College and Columbus locations and is the General Manager of the Pittsburgh location Ms Snyder assists with phone and dining room training She has worked with Matcal for four years in the Columbus and Athens locations

We conduct additional training programs on an as-needed basis We reserve the right to obtain reimbursement from you for our employees' expenses incurred in providing this additional training program, including travel, lodging, and meals All training programs must be at times and places as we designate Classroom training will be conducted at the Approved Location

For all required training courses, seminars, and programs for up to 3 persons only, we will provide instructors and training materials You are solely responsible for the training (including all associated costs and expenses) of any additional persons as may be required by the Franchise Agreement You and your employees will be responsible for any and all other expenses incurred in connection with any courses, seminars, and programs, including the costs of transportation, lodging, meals, and wages

TRAINING PROGRAM

New Franchisees

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
General Operations ("Testing Period")	0 hours	50 hours	Corporate location
General Operations – Office Work	5 hours	80 hours	Our headquarters or corporate location
Day to Day Operations (food preparation, business operations, health requirements, sales)	2 hours	230 hours	Our headquarters or corporate location
Total	7 hours	360 hours	

Existing Franchisees

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
General Operations – Office Work	5 hours	40 hours	Our headquarters or corporate location
Day to Day Operations (food preparation, business operations, health requirements, sales)	0 hours	280 hours	Our headquarters or corporate location
Total	5 hours	320 hours	

ITEM 12

TERRITORY

During the term of the Franchise Agreement, we will not establish or operate, or license any other person to establish or operate, a Wings Over restaurant under the System and the Proprietary Marks at any location within a specified territory that will be described in the Franchise Agreement ("Territory") Your Territory may be defined based on population density surrounding the Approved Location as of the date of signing the Franchise Agreement, a certain number of miles radius from the center of the Approved Location, or a geographic area defined by, for example, highways, or state, county, or town lines The size of your Territory could vary depending on the population density of the area surrounding the Approved Location Generally, we grant a Territory of approximately 200,000 persons, or a radius around the Approved Location of up to five miles, whichever is smaller There is no guaranteed minimum territory

You will receive an exclusive territory However, we retain the rights, among others, on any terms and conditions we deem advisable, and without granting any rights to you (a) to establish and operate, and license others to establish and operate, a Wings Over restaurant under the System and the Proprietary Marks at any location outside your Territory, (b) to sell or distribute, directly or indirectly, or license others to sell or distribute boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers, and any other products or services, including sales made at supermarkets, convenience stores, grocery stores, machines, variety stores and the Internet, at any location, whether within or outside your Territory, under the same or different Proprietary Marks, and (c) to acquire and operate any business or store of any kind under different proprietary marks, at any location (notwithstanding its proximity to the Approved Location), whether within or outside your Territory

You must not relocate the Restaurant without our prior written approval We must have the right, in our sole discretion, to withhold approval of relocation Approval will be based on whether other franchisees are located nearby the Restaurant

You will not be granted any option, right of first refusal or similar right to acquire additional franchises within your Territory, or in a contiguous territory

As of the date of this disclosure document, neither we nor an affiliate has used other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within any franchisee's protected area using the Proprietary Marks or marks other than the Proprietary Marks, however ,we reserve the right to do so We are not required to pay you any compensation for soliciting or accepting orders from inside your Territory

Development Agreement

The Development Agreement assigns you a Development Area within which you must develop Restaurants under a Development Schedule Each Restaurant developed under the Development Agreement must be located in the Development Area The Development Area and the Development Schedule will be identified in Exhibit A to the Development Agreement We must approve the site for each Restaurant you propose to develop in the Development Area before you sign a lease for the site The Development Area will be a geographic area we agree on, defined by, for example, highways, state, county, or town line

If you meet the obligations under the Development Schedule, your Development Area will be exclusive and no other Wings Over restaurant using the Marks will be established, operated, or franchised to others under the System and Proprietary Marks in the Development Area If you do not meet the Development Schedule obligations, your development rights will be maintained, however, your Development Area will not be exclusive We retain the rights, among others (a) to establish and operate, and license others to establish and operate, a Restaurant under the System and the Proprietary Marks at any location outside the Development Area, (b) to sell or distribute, directly or indirectly, or license others to sell or distribute boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers, and any other products or services, including sales made at supermarkets, convenience stores, grocery stores, machines, variety stores and the Internet, at any location (regardless of its proximity to the Restaurants) whether within or outside the Development Area under the same or different Proprietary Marks, and (c) to acquire and operate any business or restaurant of any kind under different proprietary marks, at any location (regardless of its proximity to the Restaurants) whether located within or outside the Development Area

If you open and operate additional Restaurants ahead of the time period designated in the Development Schedule, we will credit these additional Restaurants to your subsequent period of performance under the Development Schedule If you fail to open the cumulative number of new Restaurants required in the Development Area as of the end of the applicable period specified in the Development Schedule, you will have until the conclusion of the next 12 month period to comply with your obligations under the Development Schedule If, at the end of such 12 month period, you are unable to open the number of Restaurants required under the Development Schedule for the applicable period, you will be permitted to continue to operate your existing Restaurants, however, your rights under the Development Agreement will terminate

Except as described above, continuation of your territorial protection does not depend on achievement of a certain sales volume, market penetration or other contingency by you Except as described in Item 1 above and in this Item 12, we have not established, nor do we presently intend to establish, other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark, but, we retain the right to do so We do operate, and intend to continue to operate, the Wings Over restaurants set forth in Item 21, selling the Wings Over Products and using the System and the Proprietary Marks Except as described above, there are no other circumstances that permit us to modify your territorial rights

ITEM 13

TRADEMARKS

Development Agreement

The Development Agreement does not grant you any right to use or license others to use the Proprietary Marks

Franchise Agreement

We grant you the right to operate a business under the name "WINGS OVER" You may also use our other current or future trademarks or service marks to operate your business All current trademarks and service marks, which are registered on the principal register of the United States Patent and Trademark Office ("USPTO") and licensed to you, are listed below

MARK	REGISTRATION NUMBER	REGISTRATION DATE
WINGS OVER	3065826 (renewed)	March 7, 2006
WINGS and Design	2783684 (renewed)	November 18, 2003
HANGAR	2642708 (renewed)	October 29, 2002

MARK	REGISTRATION NUMBER	REGISTRATION DATE
DC-3	2628248 (renewed)	October 1, 2002
WIMPY	2869678 (renewed)	August 3, 2004
CRUISIN' ALTITUDE	2877538 (renewed)	August 24, 2004
RED ALERT	2869679 (renewed)	August 3, 2004
JET FUEL	2869680 (renewed)	August 3, 2004
AFTERBURNER	2869682 (renewed)	August 3, 2004
DC-10	3023040 (renewed)	December 6, 2005
CONCORDE	2869683 (renewed)	August 3, 2004
THE ZEPPELIN	2869687 (renewed)	August 3, 2004
PUDDLE JUMPER	2869689 (renewed)	August 3, 2004
F-16	2869690 (renewed)	August 3, 2004
C-5 GALAXY	2869691 (renewed)	August 3, 2004
PAPER AIRPLANE	3122975 (renewed)	August 1, 2006

Our reference to the trademark "Wings Over" means trade names, trademarks, service marks and logos used to identify your franchise All of the required affidavits for the marks listed above have been filed None of the above registrations have been renewed or required renewal, except as noted in the registration number column There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in any state or otherwise

You are licensed to use the Marks under the Franchise Agreement You must follow our rules when you use these marks You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you You may not use the Wings Over registered name in connection with the sale of an unauthorized product or service in a manner not authorized in writing by us You must indicate "Locally and Independently Owned and Operated" under the Marks on signs and literature

We are aware that a Wings Over Syracuse restaurant in Syracuse, New York has been using the name "Wings Over" since February 2006 In April 2006, a cease and desist letter was sent to the operators of that restaurant We have not sought any litigation with respect to this cease and desist letter Other than this unauthorized use of the "Wings Over" name, to our knowledge there is no pending infringement, opposition or cancellation nor any pending material litigation involving the above marks We have filed all required affidavits Except as previously described, we do not actually know of any infringing uses that could materially affect your use of the Proprietary Marks in this state or elsewhere

There are no agreements which limit our right to use or license the use of the Marks You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our affiliate's ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlements We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement

We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks for use in identifying the System and the businesses operating under the Proprietary Marks You must comply with any changes, revisions and/or substitutions, and you must bear the costs of modifying your signs, advertising materials, interior graphics and any other items to conform to our new Proprietary Marks

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in, or to, any patents or registered copyrights that are material to the franchise We do not have any pending patent applications that are material to the franchise

Confidential Manual

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate your Restaurant in accordance with the standards, methods, policies, and procedures specified in the Manual Upon your completion of our initial training program to our satisfaction, we will loan you one copy of the Manual for the term of your Franchise Agreement

You must treat the Manual, any other manuals created for or approved for use in the operation of the Restaurant, and the information contained, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any unauthorized person The Manual will remain our sole property and must be kept in a secure place on the Premises We may revise the contents of the Manual, and you must comply with each new or changed standard

We have the right to maintain all or any portions of the Manual in written or electronic form, including, without limitation, on one or more Web sites If we maintain the Manual in electronic form or on one or more Web sites, you agree (a) to install, maintain, and upgrade continually throughout the term of the Franchise Agreement and as required by us in the Manual and in writing, at your sole expense, the highest-speed Internet connection available to provide access to such portions of the Manual, (b) to make one copy of such portions of the Manual and to maintain such copies and their contents as secret and confidential, and (c) you and none of your principals or employees can make any electronic copy of any portion of the Manual

The electronic copy (or, if unavailable, the paper copy) of the Manual maintained by Matcal at its home office is, and will be, controlling in the event of any dispute as to the Manual's contents You must use the Manual solely for the operation of the Franchised Business You must ensure that the Manual is kept current at all times

Confidential Information

You must not, during the term of the Franchise Agreement or after the term, communicate, divulge, or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised under the Franchise Agreement (including recipes, prepared mixtures or blends of flavors, customer lists, drawings, materials, or equipment) which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement You may divulge confidential information only to those of your employees as must have access to it to operate the Franchised Business Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential must be deemed confidential for purposes of the Franchise Agreement

At our request, you must require your manager and any personnel having access to any of our confidential information to sign covenants (attached as Exhibit C to the Franchise Agreement) that they will maintain the confidentiality of information they receive in connection with their employment by you at the Franchised Business

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Under the Franchise Agreement, including the Franchise Agreement for each Restaurant granted under a Development Agreement, you must devote full time and best efforts to the management and operation of the Restaurant You (or, if you are a corporation, partnership or limited liability company, at least one of your principals) must take an active role in the operation of the Restaurant, and be on the Premises operating the Restaurant during peak hours of store operation as we specify in writing

The Restaurant must at all times be under the direct, on-premises supervision of an individual who has satisfactorily completed the training as we specify in writing You must maintain a competent, conscientious, trained staff, including a manager (unless you are the manager), who has completed the training as we specify in writing We have the right to approve your principal, manager, and any other person who attends our initial training program

There is no minimum equity interest in the Franchisee required for a principal who provides on-premises supervision

At our request, you must obtain and furnish to us signed non-competition and confidentiality covenants (attached as Exhibit C to the Franchise Agreement) from your manager and other personnel having access to our confidential information by virtue of their relationship with you

If you are a corporation, partnership or limited liability corporation, or if any successor to or assignee of the Franchisee is a partnership or limited liability corporation, then all of the principals of the Franchisee must sign a Guarantee, Indemnification, and Acknowledgment in the form attached as Exhibit D to the Franchise Agreement

As security for the payment of all amounts you may owe to us under the Franchise Agreement and all other agreements between us, and performance of all obligations to be performed by you, you must grant us a security interest in all of the assets of the Franchised Business, including all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the Franchised Business This security interest has priority over all other security interests in the Franchised Business, except any bona fide purchase money security interests

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

You must (1) sell or offer for sale only products and services as we have expressly approved for sale in writing, (2) sell or offer for sale all types of Wings Over Products, products and services we specify, including any proprietary products which we may develop, (3) refrain from any deviation from our standards and specifications without our prior written consent, and (4) discontinue selling and offering for sale any Wings Over Products, products or services which we may, in our discretion, disapprove in writing at any time If your Approved Location has enough space to include a sit-down eating area, you may also sell Wings Over Products to customers who wish to eat inside the Franchised Business, instead of only offering delivery and carry-out services, upon prior notification to us of this plan 60 days before implementing and receipt of written approval from us

All products sold or offered for sale at the Franchised Business must meet our then-current standards and specifications, as established in the Manual or otherwise in writing You must purchase all food items, ingredients, supplies, materials and other products and equipment to be used or offered for sale at the Restaurant for which we have established standards and specifications solely from suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who we have approved in the Manual or otherwise in writing See Item 8

The Franchise Agreement does not limit our right to make changes in the types of authorized goods and services We have the right to add additional authorized services and products that you must offer We also reserve the right to require you to comply with reasonable restrictions on maximum prices of specific goods or services you offer and sell as required in the Manual or through the Advertising Fund, or as we otherwise reasonably direct

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the franchise term	2 1	5 years
b	Renewal or extension of the term	2 2	You have the right to renew the Franchise Agreement for 3 consecutive terms of 5 years each
c	Requirements for franchisee to renew or extend	2 2	Give written notice between 6 and 12 months before the end of the current term, make or provide for renovation of the Premises as we reasonably require, not be in default of any agreement between us and you or between any of our affiliates and you, complied with these agreements during their terms, satisfied all obligations owed to us or to our affiliates, and met those obligations throughout the term of the Franchise Agreement, show to us that you have the right to remain in possession of the Premises for the duration of the renewal period, sign our then-current franchise agreement, which may have terms that are materially different from the terms of your initial franchise agreement, including a higher royalty fee and advertising contribution, except that you will not be required to pay any initial franchise fee and your Territory will remain the same, sign a general release of us and our affiliates, comply with our then current qualification and training requirements, and pay us a renewal fee of $7,500
d	Termination by franchisee	No provision	The Franchise Agreement does not contain such a provision
e	Termination by franchisor without cause	No provision	The Franchise Agreement does not contain such a provision
f	Termination by franchisor with cause	15	We have the right to terminate the Franchise Agreement with cause Depending upon the reason for termination, we may not provide you an opportunity to cure See this Item 17(g) and (h) for further description

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
g	"Cause" defined – curable defaults	15 3	Except those described in this Item 17(h), you have 30 days to cure defaults Defaults capable of cure include, for example (1) failure to maintain the cleanliness of the Restaurant, or failure to comply with any of our specifications, (2) failure to comply with the requirements of the Franchise Agreement or the Manual, (3) failure, refusal or neglecting to promptly pay monies owing to us or our affiliates when due (4) failure to maintain and observe standards or procedures required in the Franchise Agreement, the Manual or otherwise in writing, (5) failure to obtain required approvals, (6) acting in a manner which is inconsistent with or contrary to your lease or sublease for the Premises, or jeopardizing your right to renew the lease or sublease, (7) engaging in any business which uses a confusingly similar mark, or (8) receiving any citation or notice of potential health code violation from the local board of health or us
h	'Cause" defined – non curable defaults	15 1 and 15 2	Your rights will automatically terminate without notice if you become insolvent, file for bankruptcy, or are subject to various legal actions or proceedings We may terminate the Franchise Agreement, without any opportunity to cure the default effective immediately upon notice, if, for example (1) you fail to locate an approved site or to construct and open the Restaurant within the time required by the Franchise Agreement or the Site Selection Addendum, (2) you or your designated trainees fail to complete the initial training program, or you fail to provide training to your employees as required by the Franchise Agreement, (3) you cease to operate the Franchised Business or you lose the right to possession of the Premises, (4) you are convicted of certain crimes, (5) a threat to public health or safety results from the operation of the Franchised Business, (6) you attempt to transfer your rights under the Franchise Agreement or in you or the Franchised Business without our consent, (7) an approved transfer is not made within the time provided following death or mental incapacity, (8) you fail to comply with the covenants relating to non disclosure and non-competition or fail to obtain signing of covenants from others, as required by the Franchise Agreement, (9) you disclose the contents of the Manual or other confidential information, (10) you submit false reports, (11) you misuse the Proprietary Marks or damage the goodwill in the Proprietary Marks, (12) you refuse to let us inspect the Premises, or your books, records or accounts, (13) you receive a notice of default and do not initiate a cure immediately or (14) if after you cure any default, you commit the same default again
i	Franchisee's obligations on termination/ non renewal	16	Cease to operate the Franchised Business, cease to use any confidential information, the Proprietary Marks and certain other material associated with the System, cancel any assumed name registration There are other obligations as well
j	Assignment of contract by franchisor	14 1	We have the right to transfer or assign all or any part of our rights or obligations under the Franchise Agreement to any person or legal entity

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
k	"Transfer" by franchisee – defined	14 2	You may not transfer an interest in the Franchise Agreement or you, or sell substantially all of the assets of the Franchised Business without our prior written consent
l	Franchisor approval of transfer by franchisee	14 2	Any purported assignment or transfer, by operation of law or otherwise, not having our written consent required by the Franchise Agreement will be null and void
m	Conditions for franchisor approval of transfer	14 3	We may impose any or all of the following conditions on our approval of your proposed transfer you have satisfied your accrued monetary obligations and other obligations to us and our affiliates you are not in default of any agreement between us and you, or between any of our affiliates and you, you sign a general release of us, the transferee enter into a written assignment, assuming and agreeing to perform your obligations under the Franchise Agreement, the transferee shows to us that it meets our standards, as specified in the Franchise Agreement, the transferee sign our then-current form of franchise agreement you remain liable for all of your obligations to us in connection with the Franchised Business which arose before the transfer, the transferee complete our training programs, and you pay a $12,000 transfer fee to us
n	Franchisor's right of first refusal to acquire franchisee's business	14 5	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party
o	Franchisor's option to purchase franchisee's business	16 9	Within 30 days after termination of the Franchise Agreement, we have the option to purchase from you any or all of the equipment, signs and customer lists related to the operation of the Franchised Business at fair market value or at your depreciated book value, whichever is less, and to purchase any or all supplies and inventory of the Franchised Business at your cost or depreciated book value, whichever is less
p	Death or disability of franchisee	14 6	Upon your death or mental incapacity, your executor, administrator, or personal representative must transfer your controlling interest in the Franchise Agreement, you, or the Franchised Business to a third party approved by us within 9 months after your death or mental incapacity These transfers will be subject to the same conditions as any other transfer

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
q	Non-competition covenants during the term of the franchise	17 2	You must not (a) divert or attempt to divert any business or customer to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, (b) employ or seek to employ any person who is at that time employed by us or by any other franchisee of us, or otherwise directly or indirectly induce such person to leave his or her employment, or (c) own, maintain, operate engage in, be employed by, provide any assistance to, or have any interest in any business that (i) offers or sells products or services which are the same as or similar to the products and services being offered by the Restaurant under the System, including boneless chicken wings, bone in chicken wings, and ribs, and (ii) is, or is intended to be, located at or within the ' Franchisee's Territory" (as defined in the Franchise Agreement), the county or municipality in which the Approved Location is located, the state in which the Approved Location is located, or 15 miles of any business operating under the Proprietary Marks
r	Non competition covenants after the franchise is terminated or expires	17 3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to or have any interest in any business that (i) offers or sells products or services which are the same as or similar to the products and services offered by the Franchised Business under the System, including boneless chicken wings, bone in chicken wings, and ribs, and (ii) is, or is intended to be located at or within the ' Franchisee's Territory" (as defined in the Franchise Agreement), within 5 miles of the Franchisee's Territory, within 5 miles of the county or municipality in which the Approved Location is located, 5 miles of the Approved Location, or 5 miles of any business operating under the Proprietary Marks
s	Modification of the agreement	24	No amendment, change, or variance from the Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing
t	Integration/merger clause	24	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	26 2 and 26 3	The parties must first attempt to settle all disputes and claims by mediation at the office of JAMS located in the principal city closest to our principal place of business as determined by us in accordance with the Mediation Rules of JAMS, otherwise, all disputes and claims relating to the Franchise Agreement must be settled by arbitration at the office of JAMS located in Boston, Massachusetts in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules and Procedures of JAMS Mediation will not be required with respect to (a) any claim or dispute involving any payment obligation of you that is more than 45 days past due, (b) any claim or dispute involving actual or threatened disclosure or misuse of our confidential information (c) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (d) any claim or dispute involving the insurance or indemnification provisions of the Franchise Agreement, or (e)

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			any action by us to enforce the non competition covenants in the Franchise Agreement
v	Choice of forum	26 3	All disputes and claims relating to the Franchise Agreement must be arbitrated at the office of JAMS located in Boston, Massachusetts Judgment upon the arbitrator's award must be submitted for confirmation to the United States District Court for Massachusetts See applicable State Addenda.
w	Choice of law	26 1	The Franchise Agreement will be interpreted and construed under the laws of Commonwealth of Massachusetts See applicable State Addenda

Development Agreement

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a. Length of the term	Section 4 1	The earlier of the last date specified in the Development Schedule or the date when Developer has open and in operation all of the Restaurants required by the Development Schedule
b Renewal or extension of the term	No provision	Not applicable
c Requirements for developer to renew or extend	No provision	Not applicable
d Termination by developer	No provision	Not applicable
e Termination by franchisor without cause	No provision	Not applicable
f Termination by franchisor with cause	Sections 3 5 and 8	We have the right to terminate with cause See Items 17(g) and (h) below for a further description
g 'Cause" defined – curable defaults	Section 3 6	If you fail to open the cumulative number of new Restaurants required in the Development Area as of the end of the applicable period specified in the Development Schedule, but at the end of the next 12 month period, you fulfill your development obligations under the Development Schedule
h "Cause" defined – non-curable defaults	Sections 8 1 and 8 2	If you become insolvent or make a general assignment for the benefit of creditors, if you file for bankruptcy, if you are adjudicated a bankrupt or insolvent, if you fail to comply with the terms, conditions, or obligations of the Development Agreement, if you fail to comply with the Franchise Agreement or any other agreement between you or any of your affiliates and us and our affiliates or subsidiaries, or you make or attempt to make a transfer or assignment in violation of the provisions of the Development Agreement
i Developer's obligations on termination/non-renewal	Section 9 3	Obligations include loss of rights granted under the Development Agreement and other agreements
j Assignment of contract by franchisor	Section 7 1	No restriction on our right to assign
k "Transfer" by developer-defined	Section 7 2	Includes transfer without our consent for assignment of any direct or indirect interest in you, your business or substantially all the assets of you without our prior written consent

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
l Franchisor's approval of transfer by developer	Sections 7 2 and 7 3	Except as provided for in Item 17 k, above, we have the right to approve all transfers but will not unreasonably withhold approval
m Conditions for franchisor approval of transfer	Section 7 3	Satisfaction of all of your accrued monetary obligations to us or our affiliates, non-default of any material provision of Development Agreement, transferor's signing of general release under seal, transferee's entering into written assignment, transferee's meeting of our educational, managerial, and business standards, transferee s signing of our then-current standard form of Development Agreement, your remaining liable for obligations of your business before the effective date of transfer, opening of each Restaurant in compliance with terms of Franchise Agreement for each Restaurant, payment of transfer fee, and transferor's offering to sell interest to us
n Franchisor's right of first refusal to acquire developer's business	Section 7 6	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party
o Franchisor's option to purchase developer's business	No provision	Not applicable
p Death or disability of developer	Section 7 7	Upon your death or mental incapacity, your executor administrator, or personal representative must transfer your controlling interest in the Development Agreement or in you, to a third party approved by us within 9 months after your death or mental incapacity These transfers will be subject to the same conditions as any other transfer
q Non-competition covenants during the term of the agreement	Section 9 2	You must not (a) divert or attempt to divert any business or customer to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, (b) employ or seek to employ any person who is at that time employed by us or by any other franchisee of us, or otherwise directly or indirectly induce such person to leave his or her employment, or (c) own, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in any business that (i) offers or sells products or services which are the same as or similar to the products and services being offered by the Restaurants under the System, including boneless chicken wings, bone in chicken wings, and ribs, and (ii) is, or is intended to be, located at or within the Development Area, or 15 miles of any business operating under the Proprietary Marks

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
r Non competition covenants after the agreement is terminated or expires	Section 9 3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in any business that (i) offers or sells products or services which are the same as or similar to the products and services offered by the Franchised Businesses under the System, including boneless chicken wings, bone in chicken wings, and ribs, and (ii) is, or is intended to be, located at or within the Development Area or 15 miles of any business operating under the Proprietary Marks
s Modification of the agreement	Section 13	No amendment, change, or variance from the Development Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing
t Integration/merger clause	Section 13	Only the terms of the Development Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable
u Dispute Resolution by arbitration or mediation	Section 15	The parties must first attempt to settle all disputes and claims by mediation at the office of JAMS located in or closest to our principal place of business as determined by us in accordance with the Mediation Rules of JAMS, otherwise, all disputes and claims relating to the Development Agreement must be settled by arbitration at the office of JAMS located in Boston Massachusetts in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules and Procedures of JAMS Mediation will not be required with respect to (a) any claim or dispute involving any payment obligation of you that is more than 45 days past due, (b) any claim or dispute involving actual or threatened disclosure or misuse of our confidential information, (c) any claim or dispute involving the ownership, validity or use of the Proprietary Marks, (d) any claim or dispute involving the insurance or indemnification provisions of the Development Agreement, or (e) any action by us to enforce the non competition covenants in the Development Agreement
v Choice of forum	Section 15	All disputes and claims relating to the Development Agreement must be arbitrated at the office of JAMS located in Boston Massachusetts Judgment upon the arbitrator's award must be submitted for confirmation to the United States District Court for Massachusetts See applicable State Addenda
w Choice of law	Section 15	The Development Agreement will be interpreted and construed under the laws of Commonwealth of Massachusetts See applicable State Addenda.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Historical Financial Performance Representations

The average gross sales for our 9 company-owned and 26 franchised locations that were operating as of the date of this disclosure document and were open for our entire fiscal year 2016 (October 1, 2015 to September 30, 2016) was $ 1,524,975 34 We have three company-owned locations that are not included in this Item 19 because they opened or closed in the middle of the year The total gross sales for these locations in fiscal year 2016 was $53,374,136 97 Provided below is a breakdown of gross sales by location based on sales recorded on computers for each of these restaurants We have not audited or verified this information We have relied solely on the information provided by franchisees through their point-of-sale computer systems

LOCATION	GROSS SALES	COMPANY-OWNED	FRANCHISEE-OWNED
Albany, NY	$ 1,485,992 08		X
Amherst, MA	$ 1,968,408 70	X	
Ann Arbor, MI	$ 758,586 43	X	
Athens, OH	$ 1,415,772 04	X	
Boston, MA	$ 1,197,613 77		X
Bowling Green, OH	$ 818,034 48		X
Bristol, CT	$ 994,705 73		X
Brookline, MA	$ 1,288,069 05		X
Burlington, VT	$ 1,804,047 18		X
Chapel Hill, NC	$ 1,316,235 81	X	
Charlottesville, VA	$ 906,570 49		X
Columbus, OH	$ 2,619,511 95	X	
East Lansing, MI	$ 1,004,996 77	X	
Farmingdale, NY	$ 1,317,617 74		X
Framingham, MA	$ 1,386,486 81		X
Greenville, NC	$ 1,907,726 99	X	

LOCATION	GROSS SALES	COMPANY-OWNED	FRANCHISEE-OWNED
Ithaca, NY	$ 1,415,912 05		X
Lowell, MA	$ 1,320,119 01		X
Madison, WI	$ 1,658,712 54		X
Milwaukee, WI	$ 1,251,533 10		X
New Brunswick, NJ	$ 548,620 47		X
New Haven, CT	$ 1,070,530 29		X
Newington, CT	$ 1,426,845 50		X
Pittsburgh, PA	$ 1,076,919 87	X	
Providence, RI	$ 1,833,821 41		X
Rochester, NY	$ 926,675 10		X
Saratoga Springs, NY	$ 619,168 44		X
Somerville, MA	$ 1,572,749 04		X
Springfield, MA	$ 2,897,086 59		X
State College, PA	$ 3,535,917 66		X
Storrs, CT	$ 1,828,289 48		X
Syracuse, NY	$ 1,239,924 67		X
Westfield, MA	$ 1,531,940 78	X	
West Hartford, CT	$ 1,469,535 90		X
Worcester, MA	$ 3,959,459 05		X
TOTAL GROSS SALES	$ 53,374,136 97		
AVERAGE GROSS SALES	$ 1,524,975 34		

"Gross Sales" means all revenue from the sale of all products and services and all other income of every kind and nature at or from the Restaurant or otherwise related to the Restaurant, including, without limitation, any proceeds from business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit Gross Sales will not include any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority

The products and beverages sold at all of the above locations are similar to those that will be offered by you, including boneless chicken wings, bone in chicken wings, ribs, specialty sandwiches, and Coca Cola or Pepsi products The average size of the above locations is 1740 square feet

The number of outlets in operation from October 1, 2015 to September 30, 2016 that exceeded the average gross sales was 12, or 34% This includes 8 franchised outlets and 4 company-owned outlets The outlets described above obtained the majority of sales from carry-out and delivery services

The figures provided above are for your reference New franchisees' individual financial results may differ from the above provided figures, depending on the location of the Franchised Business, population, and competing businesses nearby the Franchised Business New franchisees are those that have been opened less than one year We have written substantiation of the data used to support the financial performance representations in this Item 19, and we will make it available to you upon your reasonable written request

The gross sales figures contained in this item 19 are the gross sales of existing restaurants and should not be considered as the probable gross sales that will be realized or incurred by any prospective franchisee Not all franchised restaurants have achieved these results We do not represent that any franchisee can expect to attain such sales None of this information is intended as a representation of what average sales you can expect to achieve

Not all franchised restaurants have achieved these results There is no assurance that you will do as well If you rely upon these figures, you must accept the risk of not doing as well

A new franchisee's financial results are likely to differ from the results stated in this financial performance representation

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Harold Tramazzo at 29 School Street, Westfield, MA 01085, (413) 586-6600, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 20 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2014 TO 2016*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	24	25	+1
	2015	25	26	+1
	2016	26	25	-1
Company-Owned	2014	8	8	0
	2015	8	9	+1
	2016	9	12	+3
Total Outlets	**2014**	**32**	**33**	**+1**
	2015	**33**	**35**	**+2**
	2016	**35**	**37**	**+2**

*Note All numbers are as of September 30 (our fiscal year end) for each year

Table 20 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2014 TO 2016*

State	Year	Number of Transfers
New York	2014	1
	2015	1
	2016	1
Total	**2014**	**1**
	2015	**1**
	2016	**1**

*Note All numbers are as of September 30 (our fiscal year end) for each year

Table 20 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2014 TO 2016*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
CT	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
IL	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
MA	2014	7	1**	0	0	0	1	7
	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	0	7
NJ	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
NY	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
	2016	6	0	0	1	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
OH	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
PA	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
RI	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
VA	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
VT	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
WI	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Total	**2014**	**24**	**2**	**0**	**0**	**0**	**1**	**25**
	2015	**25**	**2**	**0**	**0**	**0**	**1**	**26**
	2016	**26**	**0**	**0**	**1**	**0**	**0**	**25**

*Note All numbers are as of September 30 (our fiscal year end) for each year

**Note Location acquired from franchisor

Table 20 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2014 TO 2016*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
MA	2014	2	1	0	0	1	2
	2015	2	0	0	0	0	2
	2016	2	2	0	0	0	4
MI	2014	1	0	0	0	0	1
	2015	1	1	0	0	0	2
	2016	2	0	0	0	0	2
NC	2014	2	0	0	0	0	2
	2015	2	0	0	0	0	2
	2016	2	1	0	0	0	3
OH	2014	2	0	0	0	0	2
	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
PA	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Total	**2014**	**8**	**1**	**0**	**0**	**1**	**8**
	2015	**8**	**1**	**0**	**0**	**0**	**9**
	2016	**9**	**3**	**0**	**0**	**0**	**12**

*Note All numbers are as of September 30 (our fiscal year end) for each year

Table 20 5
PROJECTED OPENINGS
AS OF SEPTEMBER 30, 2016

State	Franchise Agreements Signed But Outlet Not Opened	Development Agreements Signed But No Outlets Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
MA	1	0	1	1
NC	0	0	1	0
TN	1	0	0	0
VA	0	0	1	0
TOTALS	**2**	**0**	**3**	**1**

Listed in Exhibit F is the name of all of our franchisees and developers (as of September 30, 2016) and the address and telephone number of each of their stores

Exhibit F also contains a list of all franchises that were terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us during the most recently completed fiscal year or have not communicated with us within the 10 weeks preceding the date of this disclosure document Exhibit F also contains a list of any franchisees or developers who had Agreements terminated in the most recently completed fiscal year If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

No franchisees have signed confidentiality clauses during the last three fiscal years that restrict their ability to speak with you about their franchised business There are no trademark-specific franchisee organizations associated with the franchise system

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit G are our audited financial statements for fiscal years ended September 30, 2016, September 30, 2015, and September 30, 2014

ITEM 22

CONTRACTS

This disclosure document contains our standard form of Franchise Agreement (with exhibits) as Exhibit C, Development Agreement (with exhibits) as Exhibit D, and General Release as Exhibit H

ITEM 23

RECEIPTS

A receipt in duplicate is attached to this disclosure document as Exhibit J You should sign both copies of the receipt Keep one copy for your own records and return the other signed copy to Matcal, Inc , 29 School Street, Westfield, MA 01085

EXHIBIT A

LIST OF STATE ADMINISTRATORS

CALIFORNIA
Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(866) 275-2677

FLORIDA
Florida Department of Agriculture &
Consumer Services
Division of Consumer Affairs
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800

HAWAII
Securities Examiner
Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street
Honolulu, Hawaii 96813

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

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

MARYLAND
Office of the Attorney General
Division of Securities
200 St Paul Place
Baltimore, Maryland 21202-2020

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

MINNESOTA
Department of Commerce
85 7th Place East
Suite 500
St Paul, Minnesota 55101-2198

NEBRASKA
Department of Banking and Finance
1200 N Street
Suite 311
P O Box 95006
Lincoln, Nebraska 68509

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

KENTUCKY
Commonwealth of Kentucky
Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive
P O Box 2000
Frankfort, Kentucky 40602

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

RHODE ISLAND
Associate Director & Superintendent of Securities
Division of Securities
Building 69-1
John O Pastore Center
1511 Pontiac Avenue
Cranston, RI 02910

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
Ninth Floor
1300 East Main Street
Richmond, Virginia 23219

SOUTH DAKOTA
Department of Labor and Regulations
Division of Securities
124 South Euclid Avenue
Suite 104
Pierre, South Dakota 57501

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater WA 98501

TEXAS
Statutory Document Section
Secretary of State
P O Box 12887
Austin, Texas 78711

WISCONSIN
Franchise Registration Division
Office of the Wisconsin
Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

Arkansas	Secretary of State State Capital Building Little Rock, Arkansas 72201
California	Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677
Georgia	Secretary of State 2 Martin Luther King, Jr Drive Atlanta, Georgia 30334
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Indiana Secretary of State 302 West Washington Street Room E111 Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202-2020
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913
Minnesota	Minnesota Commissioner of Commerce 133 East Seventh St St Paul, Minnesota 55101

Nebraska	Department of Banking and Finance 1200 N Street, Suite 311 P O Box 95006 Lincoln, Nebraska 68509
New York	NYS Secretary of State Division of Corporations Second Floor 41 State Street Albany, New York 12231
North Dakota	North Dakota Securities Commissioner 600 East Boulevard, 5th Floor Bismark, North Dakota 58505
Rhode Island	Director of Rhode Island Department of Business Regulation Division of Securities Building 69-1 John O Pastore Center 1511 Pontiac Avenue Cranston, RI 02910
South Carolina	Dennis S D'Annunzio 2 Amherst Street Charleston, South Carolina 29403
South Dakota	Director of Securities South Dakota Department of Labor and Regulations Division of Securities 124 South Euclid Avenue Suite 104 Pierre, South Dakota 57501
Tennessee	Larry Albritton 1805 Oriole Road Gatlinburg, Tennessee 37738
Virginia	Clerk of State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
Washington	Washington Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501
Wisconsin	Wisconsin Commissioner of Securities 101 East Wilson Street, 4th Floor Madison, Wisconsin 53703

EXHIBIT C

FRANCHISE AGREEMENT

"WINGS OVER"

FRANCHISE AGREEMENT

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EXHIBIT A -- DISCLOSURE OF PRINCIPALS AND FRANCHISEE INFORMATION

EXHIBIT B -- SITE SELECTION ADDENDUM

EXHIBIT C -- CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

EXHIBIT D -- GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

EXHIBIT E -- CONDITIONAL ASSIGNMENT OF LEASE, CONSENT AND AGREEMENT OF LESSOR

MATCAL, INC
FRANCHISE AGREEMENT

This Agreement, made and entered into on ________________, ____ by and between Matcal, Inc , a Massachusetts corporation with its principal place of business at 29 School St , Westfield, MA 01085 ("Franchisor"), and __________, a __________________ with its principal place of business at ____________________ ("Franchisee")

RECITALS

WHEREAS, Franchisor as the result of the expenditure of time, effort and money has developed, and owns and will use its best efforts to provide a unique system relating to the establishment, development and operation of Wings Over restaurants offering products and services related to the carry-out and delivery of and offer for sale to the public of boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, hamburgers and other approved items (the "System"),

WHEREAS, the distinguishing characteristics of the System include, without limitation, special marketing and advertising methods, operating procedures and materials, and training and supervision, all of which may be improved, further developed or changed by Franchisor from time to time,

WHEREAS, Franchisor owns the "Wings Over " service mark, the marks "WINGS and Design," "B-1," "B-1 BOMBER," "B-17 BOMBER," "THE AIRCRAFT CARRIER," "B-17," "C-5," "HANGAR 1," "HANGAR 2," "HANGAR 3," and "HANGAR 4," and such other service marks, trade names, trade dress and trademarks as are now designated (and may hereinafter be designated by Franchisor in its Confidential Operating Manual (the "Manual") or otherwise in writing) as part of the System (collectively, the "Proprietary Marks"),

WHEREAS, Franchisor continues to develop, use and control such Proprietary Marks for the benefit and exclusive use of itself and its franchisees in order to identify for the public the source of services marketed thereunder and the System, and to represent the System's high standards of quality and service,

WHEREAS, Franchisee desires to enter into the business of operating a "WINGS OVER " franchise which provides specialized restaurant services to the public and wishes to obtain a franchise from Franchisor for that purpose, as well as to receive the training, and other assistance provided by Franchisor, in connection therewith,

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service, and the necessity of operating the franchise in conformity with Franchisor's standards and specifications, and

WHEREAS, Franchisee hereby acknowledges that this Agreement and Franchisor's franchise disclosure document have been personally read and the terms, conditions and covenants contained in this Agreement are acceptable as being reasonably necessary to maintain

Franchisor's high standards of quality service and the uniformity of those standards at all franchises and thereby to protect and preserve the Proprietary Marks,

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows

1 **GRANT**

1 1 Franchisor grants to Franchisee the right and Franchisee undertakes the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate a Wings Over restaurant (the "Restaurant" or "Franchised Business"), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at Franchisor's sole discretion, solely in connection therewith and only at the location set forth in Section 1 2 hereof

1 2 Franchisee shall operate the Franchised Business only at ______________________________ (the "Approved Location") If, at the time of execution of this Agreement, a location for the Restaurant has not been obtained by Franchisee and approved by Franchisor, Franchisee shall lease or acquire a location within one hundred twenty (120) days after the date of this Agreement, subject to the Franchisor's approval, as provided for in the Site Selection Addendum attached hereto as Exhibit B Franchisee shall not relocate the Restaurant without the prior written approval of Franchisor Franchisor shall have the right, in its sole discretion, to withhold approval of relocation

1 3 Except as otherwise provided in this Agreement, during the term of this Agreement, Franchisor shall not establish or operate, nor license any other person to establish or operate, a Wings Over restaurant under the System and the Proprietary Marks at any location within the territory described in Exhibit A (the "Franchisee's Territory") Franchisor further retains the rights, among others, on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein (a) to establish and operate, and license others to establish and operate, a Restaurant under the System and the Proprietary Marks at any location outside the Franchisee's Territory, (b) to sell or distribute, directly or indirectly, or license others to sell or distribute, boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers, and any other products or services, including, without limitation, sales made at supermarkets, convenience stores, grocery stores, machines, variety stores and the Internet, at any location (notwithstanding its proximity to the Approved Location) whether within or outside the Franchisee's Territory under the same or different Proprietary Marks, and (c) to acquire and operate any business or store of any kind under different proprietary marks, at any location (notwithstanding its proximity to the Approved Location) whether located within or outside the Franchisee's Territory

1 4 Franchisee acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor, and Franchisee agrees to comply with all reasonable requirements of Franchisor in that regard, including, without limitation, offering and selling new or different products or services as specified by Franchisor

2 TERM AND RENEWAL

2 1 This Agreement shall be in effect upon its acceptance and execution by Franchisor and, except as otherwise provided herein, the term of this Agreement shall be five (5) years from the date first above written

2 2 Franchisee may, subject to the following conditions, renew the rights granted under this Agreement for three (3) additional consecutive terms of five (5) years each Franchisor may require, in its sole discretion, that any or all of the following conditions be met prior to such renewal

2 2 1 Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term,

2 2 2 Franchisee shall make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the premises of the Restaurant (the "Premises") as Franchisor may reasonably require, including, without limitation, installation of new equipment and renovation of signs, furnishings, fixtures, and décor to reflect the then-current standards and image of the System,

2 2 3 Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates, and Franchisee shall have substantially complied with all the terms and conditions of such agreements during the terms thereof,

2 2 4 Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates, and shall have timely met those obligations throughout the term of this Agreement,

2 2 5 Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Premises for the duration of the renewal term or shall obtain Franchisor's approval of a new location for the Restaurant for the duration of the renewal term,

2 2 6 Franchisee shall, at Franchisor's option, execute Franchisor's then-current form of franchise agreement (but only for such renewal terms as are provided by this Agreement), which shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee and advertising contribution, except that Franchisee shall not be required to pay any initial franchise fee and the Franchisee's Territory shall remain the same,

2 2 7 Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, and employees,

2 2 8 Franchisee shall comply with Franchisor's then-current qualification and training requirements, and

2 2 9 Franchisee shall pay Franchisor a renewal fee in an amount equal to Seven Thousand Five Hundred Dollars ($7,500)

3 DUTIES OF FRANCHISOR

3 1 Franchisor shall make available at no charge to Franchisee, standard layout, equipment cut sheets, and guidelines for the interior design of a prototypical Restaurant, including a description of, and specifications for, fixtures, furnishings, and signs Franchisee acknowledges that such plans and specifications shall not contain the requirements of any federal, state or local law, code or regulation (including, without limitation, those concerning the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities) Franchisee shall be solely responsible for obtaining any required architectural plans or designs

3 2 Franchisor shall provide training as set forth in Section 6 hereof

3 3 Franchisor shall make available to Franchisee advertising and promotional materials and bulletins on new sales, marketing developments, new recipes and new or improved techniques, in a periodic newsletter/information package, as provided in Section 12 hereof

3 4 Franchisor shall either lend Franchisee one paper copy of Franchisor's Confidential Operating Manual (the "Manual"), as more fully described in Section 9 hereof, or provide Franchisee with electronic access to the Manual (via Internet, extranet, or other electronic means) for Franchisee's use during the term of this Agreement only During the term of this Agreement, Franchisor will provide Franchisee with modifications, additions and deletions to the Manual from time to time in the manner determined by Franchisor

3 5 Franchisor shall conduct, as it deems advisable, inspections of Franchisee's operation of the Restaurant

3 6 During the required time period of operations of the Restaurant, as specified by Franchisor in the Manual or otherwise in writing from time to time, Franchisor shall make available to Franchisee for sale, or designate or approve other suppliers who shall make available to Franchisee for sale, menu items as Franchisor may designate in writing from time to time

3 7 If this Agreement is for Franchisee's only Franchised Business or if this Agreement is for the first or second Franchised Business granted to Franchisee under a development agreement with Franchisor, Franchisor shall provide Franchisee with up to eighty (80) hours of start-up assistance, including assisting Franchisee, upon Franchisee's request, in the training of its hourly employees, at no charge to Franchisee, otherwise, Franchisor shall provide only up to forty (40) hours of start-up assistance at no charge to Franchisee

3 8 Franchisor shall provide Franchisee with reasonable consultation annually, including, but not limited to, consultation on promotional efforts and operation of the Franchised Business

3 9 Franchisor shall have the right, without the obligation, to establish and administer an advertising fund in the manner set forth in Section 12 hereof (the "Advertising Fund")

3 10 Franchisor shall provide a list of approved suppliers and other specifications as a part of the Manual during training

3 11 Franchisor shall provide Franchisee with a World Wide Web site (a "Web site") page in connection with the Franchised Business The term "Web site" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site such as Facebook, Twitter, LinkedIn, and on-line blogs and forums ("Networking Media Site") Franchisor may, at its discretion, require Franchisee to pay a Web site fee for use of such Web site page

3 12 Franchisor may make available to Franchisee from time to time in Franchisor's sole discretion, at Franchisee's expense, such promotional materials, including newspaper mats, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials

3 13 Franchisee acknowledges and agrees that any duty or obligation imposed on Franchisor by this Agreement may be performed by any designee, employee, or agent of Franchisor, as Franchisor may direct

3 14 Franchisor reserves the right to require Franchisee to comply with reasonable restrictions on maximum prices of specific goods or services offered and sold by Franchisee as required in the Manual or through the Advertising Fund, or as otherwise reasonably directed by Franchisor in writing from time to time

3 15 Franchisor's information technology consultant shall provide computer hardware support to Franchisee, if requested by Franchisee Franchisor may, at its sole discretion, require Franchisee to pay to Franchisor a computer hardware support fee of up to One Hundred Fifty Dollars ($150) per month for such assistance, provided, however, that Franchisee shall also pay any applicable computer hardware support fees charged by the approved supplier of the computer or point-of-sale system purchased by Franchisee for use in the Franchised Business

4 <u>FEES</u>

4 1 In consideration of the franchise granted herein, Franchisee shall pay to Franchisor, on execution of this Agreement, an initial franchise fee of Thirty Thousand Dollars ($30,000) (the "Initial Franchise Fee"), receipt of which is hereby acknowledged The Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by Franchisor in entering into this Agreement and for Franchisor's lost or deferred opportunity to enter into this Agreement with others, provided, however, that Franchisor

shall refund the Initial Franchise Fee, less Five Thousand Dollars ($5,000) for Franchisor's costs and expenses, in the event this Agreement is terminated pursuant to Section 6 1 or Section 6 2

4 2 Franchisee is required to pay a monthly royalty fee to Franchisor equal to four percent (4%) of Gross Sales, as defined below Such royalty payment is due and payable by the fifteenth (15th) day of the following month for the preceding month, the first such payment to be due and payable on the fifteenth (15th) day following the first month the Franchise Business is open, provided, however, that Franchisor reserves the right to require Franchisee to pay such royalty fee on a weekly basis at such day of the week as designated by Franchisor As used in this Agreement, "Gross Sales" means all revenue from the sale of all products and services and all other income of every kind and nature at or from the Restaurant or otherwise related to the Restaurant, including, without limitation, any proceeds from business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit Gross Sales shall not include any sales taxes or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority

4 3 Franchisee shall make monthly expenditures and contributions for advertising and promotion as specified in Section 12 hereof

4 4 If any payments in this Agreement are overdue by thirty (30) days or more, Franchisee shall pay Franchisor or its designee immediately upon demand, in addition to the overdue amount, interest on such amount at the rate of two percent (2%) per month thereafter until paid, or the maximum rate permitted by law, whichever is less Entitlement to such interest shall be in addition to any other remedies Franchisor or its designee may have Franchisee shall not be entitled to set-off any payments required to be made under this Section 4 against any monetary claim it may have against Franchisor

4 5 For all payments required by Sections 4 2 and 4 3, we reserve the right to require that such payments be made by electronic funds transfer, credit card, or other method of payment

4 6 Franchisee shall maintain not more than two (2) bank accounts for the operation of the Franchised Business, and all revenues from operation of the Franchised Business shall be deposited into such bank account(s) within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment Franchisee shall furnish to Franchisor, upon Franchisor's request, the bank(s) and account number(s), a voided check from Franchisee's bank account(s), and written authorization for Franchisor to withdraw funds from the bank account(s) via electronic funds transfer without further consent or authorization for Franchisee's royalty fees due to Franchisor based upon the Gross Sales reports for the relevant time periods Franchisee agrees to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer and direct deposit arrangement if required by Franchisor In the event Franchisee changes banks or accounts for the bank account(s) required by this Section 4 6, Franchisee shall, prior to such change, provide such information concerning the new account(s) and an authorization to make withdrawals therefrom Franchisee's failure to provide such information concerning the bank account(s) required by this Section 4 6 or any new account(s), or Franchisee's withdrawal of consent to withdrawals for whatever reason and by whatever method shall be a breach of this Agreement

4 7 Franchisor reserves the right to charge Franchisee a fee of up to Fifty Dollars ($50) per month for maintenance of the Website

5 OPENING OF FRANCHISED BUSINESS

5 1 Franchisee shall renovate or construct, and equip, the Restaurant at Franchisee's own expense Before commencing any renovation or construction of the Restaurant, Franchisee, at its expense, shall prepare preliminary and final architectural drawings and specifications of the Premises in accordance with Franchisor's standard plans provided in Section 3 1 Such preliminary and final drawings and specifications shall be submitted to Franchisor for its prior written approval The drawings and specifications shall not thereafter be changed or modified without the prior written approval of Franchisor Franchisor's approval shall not relate to Franchisee's obligations with respect to any federal, state or local laws, codes or regulations including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Restaurant, which shall be Franchisee's sole responsibility

5 2 Franchisee shall be responsible, at Franchisee's expense, for conforming the Premises to local ordinances, building codes and the ADA, and for obtaining all zoning classifications, permits, and clearances, including, but not limited to, certificates of occupancy and certificates of health, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the Premises or required by the lessor

5 3 Franchisee shall obtain Franchisor's written approval prior to first opening the Restaurant, which approval shall not be unreasonably withheld Franchisee shall commence operation of the Restaurant not later than one hundred eighty (180) days after the date of this Agreement, if Franchisee has selected a site prior to the execution hereof or, if Franchisee has executed the Site Selection Addendum, within six (6) months after obtaining an Approved Location The parties agree that time is of the essence in the opening of the Restaurant

6 TRAINING

6 1 Prior to opening, Franchisor will provide an initial training program to Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, a principal of Franchisee approved by Franchisor), and Franchisee's manager approved by Franchisor (if Franchisee or Franchisee's principal will not manage the Restaurant) or another person designated by Franchisee and approved by Franchisor (but no more than three (3) persons) The initial training program is mandatory, includes marketing, sales and business management, as well as systems and procedures necessary to operate the franchise, and is held at Franchisor's headquarters or a corporate location If this Agreement is for Franchisee's first Wings Over restaurant, the initial training program will consist of approximately (a) five (5) days of on-site training at a company-owned restaurant (the "Testing Period"), (b) twenty-three (23) days of initial training at Franchisor's headquarters and/or a corporate location, (c) five (5) days of in-office classroom training, and (d) eighty (80) hours of on-site training at the Approved Location Within twenty-four (24) hours of the conclusion of the Testing Period, both Franchisor and Franchisee shall have the right to terminate this Agreement by notifying the other party in writing Upon such termination, Franchisor shall refund the Initial Franchise Fee, less Five Thousand

Days ($5,000) for Franchisor's costs and expenses, as set forth in Section 4 1 above, and Franchisee shall comply with its termination obligations described in Section 16 below If Franchisee has previously operated a Wings Over restaurant, the initial training program will consist of approximately (a) twenty-eight (28) days of initial training at Franchisor's headquarters and/or a corporate location, (b) five (5) days of in-office classroom training, and (c) forty (40) hours of on-site training at the Approved Location Franchisee must complete the initial training program to Franchisor's satisfaction within sixty (60) days of Franchisor's approval of the Franchised Business location At Franchisor's option, any persons subsequently employed by Franchisee in the position of manager shall also attend and complete Franchisor's training program, to Franchisor's satisfaction Franchisee and Franchisee's manager shall also attend such additional courses, seminars and other training programs as Franchisor may reasonably require from time to time Additional training may be provided to Franchisee during the first week of the opening of the Restaurant

6 2 All training described in this Section 6 must be completed to Franchisor's satisfaction If Franchisor determines, in its sole discretion, that Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, a principal of Franchisee) has not completed the initial training program to Franchisor's satisfaction or, during the course of the initial training program, has not exhibited the skills, business acumen, or ability to operate the Franchised Business in compliance with Franchisor's high standards, Franchisor may, in its sole discretion, terminate the Franchise Agreement at any time during or after the initial training program (but before the Franchised Business opens) Upon such termination, Franchisor shall refund the Initial Franchise Fee, less Five Thousand Dollars ($5,000) for Franchisor's costs and expenses, as set forth in Section 4 1 above, and Franchisee shall comply with its termination obligations described in Section 16 below Franchisee acknowledges and agrees that it shall not have a right to any additional compensation from Franchisor in the event the Franchise Agreement is terminated pursuant to this Section 6 2

6 3 If, after initial training, Franchisor determines that Franchisee should be retrained, Franchisee shall pay Franchisor the then-current per diem charge for such re-training and shall be responsible for all travel, lodging, and meal expenses of Franchisor's personnel and related expenses Franchisee or any other person who attends the initial training program shall also attend such additional training as required by Franchisor to satisfy specific training requirements

6 4 All training programs required by Section 6 1 hereof shall be at such times and places as may be designated by Franchisor For all training courses, seminars and programs required by Section 6 1 hereof, Franchisor shall provide, at no charge to Franchisee, instructors and training materials, and Franchisee shall be responsible for any and all other expenses incurred by it in connection with any such courses, seminars, and programs, including, without limitation, the costs of transportation, lodging, meals, and wages

6 5 It shall be solely Franchisee's responsibility to ensure that it trains all new employees and current employees to perform their duties in a proper manner at the Franchised Business, provided, however, that at Franchisee's request and at Franchisee's sole expense, Franchisor may provide initial and ongoing training, as prescribed by Franchisor in the Manual or otherwise in writing from time to time, to any of Franchisee's employees who have not attended

Franchisor's training program(s) as described in Section 6 1 hereof, but who will be providing the direct, on-premises supervision of the Restaurant as required by Section 7 13 hereof In the event that Franchisor provides training to Franchisee's employees upon Franchisee's request, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents, and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to the training and/or additional training of Franchisee's employees as set forth herein

7 DUTIES OF FRANCHISEE

7 1 Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchised businesses operating under the System, and to protect Franchisor's reputation and goodwill

7 2 Franchisee shall use the Premises solely for the operation of the business franchised hereunder, shall keep the Restaurant open and in normal operation for such minimum hours and days as Franchisor may specify, shall refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor, and shall operate the Restaurant in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing Franchisee shall refrain from deviating from such standards, specifications, and procedures without Franchisor's prior written consent

7 3 To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Franchised Business in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing Franchisee agrees

7 3 1 To maintain in sufficient supply as Franchisor may prescribe in the Manual or otherwise in writing, and to use at all times, only such food items, recorded music, aviation merchandise, and other products acquired from a supplier or suppliers designated or approved by Franchisor, and such other ingredients, products, materials, supplies, paper goods, fixtures, furnishings, equipment, signs and menu items, as conform with Franchisor's standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without Franchisor's prior written consent Franchisor may designate itself or an affiliate to be an approved supplier, or the only approved supplier, of any products and other items

7 3 2 To sell or offer for sale only such chicken wings, ribs, and specialty sandwiches ("Wings Over Products"), and other products and services as have been expressly approved for sale in writing by Franchisor, to sell or offer for sale all types of Wings Over Products, products, and services specified by Franchisor, to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent, and to discontinue selling and offering for sale any Wings Over Products which Franchisor may, in its discretion, disapprove in writing at any time

7 3 3 To use and display only the standard menu format required by Franchisor, as the same may be revised by Franchisor from time to time Any change in the menu format must be approved in writing by Franchisor prior to use Franchisee shall have sole discretion as to the prices to be charged to customers, except as otherwise provided in Section 3 14 hereof

7 3 4 To use, in the operation of the Franchised Business, such standards, specifications, and procedures as prescribed by Franchisor

7 3 5 To refrain from selling or advertising any Wings Over Product or other products or services hereunder on the Internet without Franchisor's prior, written approval

7 3 6 To purchase certain clothing and wear gear, phone equipment, marketing materials, restaurant equipment and supplies, and training materials from Franchisor or its designated supplier at then-current prices as set forth in the Manual

7 3 7 To provide production run samples of the food products and services identified by the Proprietary Marks at least as often as annually and also on Franchisor's request in order to determine whether such products and services meet all quality control requirements

7 4 Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, supplies, equipment (including, without limitation, refrigerator, sinks, telecopy machine, telephone, and cash register or point-of-sale recording system), decor, and signs as Franchisor may reasonably direct from time to time, and shall refrain from installing or permitting to be installed on or about the Premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, décor, signs or other items not previously approved by Franchisor Franchisee shall not use any handwritten signs on the Premises for any reason

7 5 All products sold or offered for sale at the Franchised Business, and other products, materials, supplies, paper goods, fixtures, furnishings and equipment used at the Franchised Business, shall meet Franchisor's then-current standards and specifications, as established in the Manual, Franchisor's internet webpage, or otherwise in writing Franchisee shall purchase all food items, spices, ingredients, supplies, materials, and other products and equipment used or offered for sale at the Franchised Business for which Franchisor has established standards or specifications solely from suppliers (including manufacturers, distributors and other sources) which demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably, and who have been approved by Franchisor in the Manual or otherwise in writing If Franchisee desires to purchase products from a party other than an approved supplier, Franchisee shall submit to Franchisor a written request to approve the proposed supplier, together with such evidence of conformity with Franchisor's specifications as Franchisor may reasonably require Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to Franchisor or to an independent testing facility designated by Franchisor A charge not to exceed the reasonable cost of the evaluation and testing shall be paid by Franchisee Franchisor

shall use its best efforts, within ninety (90) days after its receipt of such completed request and completion of such evaluation and testing (if required by Franchisor), to notify Franchisee in writing of its approval or disapproval of the proposed supplier Franchisee shall not sell or offer for sale any products of the proposed supplier until Franchisor's written approval of the proposed supplier is received Franchisor may from time to time revoke its approval of particular products or suppliers when Franchisor determines, in its sole discretion, that such products or suppliers no longer meet Franchisor's standards Upon receipt of written notice of such revocation, Franchisee shall cease to sell any disapproved products and cease to purchase from any disapproved supplier Franchisee agrees that it shall use products purchased from approved suppliers solely for the purpose of operating the Franchised Business and not for any other purpose, including, without limitation, resale Nothing in the foregoing shall be construed to require Franchisor to make available to prospective suppliers, standards and specifications for formulas, including, without limitation, the recipes for the Wings Over products, that Franchisor, in its sole discretion, deems confidential Notwithstanding the above, Franchisor reserves the right, in its business judgment, to require Franchisee to purchase any or all approved products, equipment, merchandise, or services used in the Franchised Business solely from Franchisor or an affiliate of Franchisor

7 6 At the time the Franchised Business opens, Franchisee shall stock the initial inventory of chicken, food items, recorded music, aviation merchandise, and other products and supplies prescribed by Franchisor in the Manual or otherwise in writing Thereafter, Franchisee shall stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand All products made available for purchase by Franchisee at the Franchised Business through the Wings Over eStore, or otherwise, are to be used by Franchisee and its employees only in connection with the operation of the Franchised Business Franchisee is not permitted to re-sell any such items to customers, vendors, or other third parties Franchisor reserves the right to charge Franchisee a fee of One Hundred Dollars ($100) per item that is sold in violation of this restriction

7 7 Franchisee shall permit Franchisor and its agents to enter upon the Franchised Business premises at any time during normal business hours for the purpose of conducting inspections, shall cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection In determining deficiencies, Franchisor shall include an evaluation of any customer complaints on file, as well as a list of customers Should Franchisee, for any reason, fail to correct such deficiencies within thirty (30) days as determined by Franchisor, Franchisor shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable to Franchisee upon demand The foregoing shall be in addition to such other remedies Franchisor may have

7 8 Franchisee shall ensure that all advertising and promotional materials, signs, decorations and other items specified by Franchisor bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor

7 9 Prior to opening of the Franchised Business; and during the term of this Agreement, Franchisee must purchase from Franchisor all banners and menus used in the Franchised Business

7 10 Franchisee shall have a staff of delivery drivers whose vehicles must be owned by a delivery driver or Franchisee Any such vehicles shall be well-maintained and also registered and insured according to all local and state automobile laws Franchisee shall ensure that all of its drivers carry reasonable insurance for collision, bodily injury and property damage, and be licensed according to all local and state automobile laws

7 11 Franchisee shall maintain the Premises (including the adjacent public areas) in a clean, orderly condition and in excellent repair, and, in connection therewith, Franchisee shall, at its expense, make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment and decor as Franchisor may reasonably direct

7 12 At Franchisor's request, but no more than twice every five (5) years, unless sooner required by Franchisee's lease, Franchisee shall refurbish the Premises, at its expense, to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Wings Over franchised businesses Such refurbishment may include, without limitation, structural changes, installation of new equipment, remodeling, redecoration and modifications to existing improvements

7 13 The Franchised Business shall at all times be under the direct, on-premises supervision of an individual who has satisfactorily completed the training as required by Section 6 1 hereof Franchisee shall maintain a competent, conscientious, trained staff, including a manager (who may be Franchisee) who has completed the training described in Section 6 1 hereof Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations, render competent, prompt, courteous and knowledgeable service, and meet such minimum standards, including, without limitation, such attire as Franchisor reasonably requires, as Franchisor may establish from time to time in the Manual Franchisee shall require that Franchisee and its employees handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from the name and goodwill of Franchisor Franchisee shall take such steps as are necessary to ensure that its employees do not violate Franchisor's policies relating to the use of Networking Media Sites (as defined in Section 3 11), including, but not limited to, the posting of any information relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business on any Networking Media Site that is inconsistent with such policies, provided, however, that Franchisee shall not prohibit or restrict any social media communications or activity which prohibition or restriction violates its employees' right to engage in protected concerted activity under the National Labor Relations Act Franchisee shall be solely responsible for all employment decisions and functions of the Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of its employees

7 14 Franchisee shall record all sales on a cash register or computer-based point-of-sale record keeping and control system designated by Franchisor, or on any other

equipment specified by Franchisor in the Manual or otherwise in writing Franchisee shall purchase such cash register or computer-based point-of-sale record keeping and control system from Franchisor's approved supplier Franchisee agrees that Franchisor shall have the independent access to the information set forth in the cash register or computer-based point-of-sale record keeping and control system, at any time, as designated by Franchisor, and shall upgrade such system and software used in the Franchised Business upon written request from Franchisor

7 15 All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's system, and/or downloaded from Franchisee's system to Franchisor's system, is and will be owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Franchised Business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Franchised Business pursuant to this Agreement

7 16 Subject to commercial standards of reasonableness based upon local business practices in the Territory, Franchisor may, from time-to-time, specify in the Manual (or otherwise in writing) the information that Franchisee shall collect and maintain on the computer system ("Computer System") installed at the Franchised Business, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained All data pertaining to or derived from the Franchised Business (including without limitation data pertaining to or otherwise about customers) is and shall be the exclusive property of Franchisor, and Franchisor hereby grants a royalty-free nonexclusive license to Franchisee to use said data during the term of this Agreement Franchisee shall abide by all applicable laws and standards pertaining to the privacy of consumer, employee, transactional, and other electronic information (including the Payment Card Industry Data Security Standards and relevant provisions of the Health Insurance Portability and Accountability Act) Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy

7 17 Franchisor may, but is not obligated to, establish an Extranet The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of Franchisor's headquarters to access certain parts of Franchisor's computer network via the Internet If Franchisor does establish an Extranet, then Franchisee shall comply with Franchisor's requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Franchised Business The Extranet may include, without limitation, the Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Franchisor may direct) Franchisee shall purchase and maintain such computer software and hardware (including but not limited to telecommunications capacity) as may be required to connect to and utilize the Extranet Franchisor shall have the right to require Franchisee to

install a video, voice and data system that is accessible by both Franchisor and Franchisee on a secure Internet website, in real-time, all in accordance with Franchisor's then-current written standards as set forth in the Manual or otherwise in writing Franchisee shall comply with Franchisor's requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Franchisee's Computer System and Franchisor's Extranet and/or such other computer systems as Franchisor may reasonably require

7 18 Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, at least one principal of Franchisee) or Franchisee's manager shall take an active role in the operation of the Franchised Business, and shall be on the Premises operating the Franchised Business during peak hours of store operation specified by Franchisor in writing in the Manual or otherwise in writing from time to time

7 19 Franchisee shall not implement any change, amendment or improvement to the System without the express prior written consent of Franchisor Franchisee shall notify Franchisor in writing of any change, amendment or improvement in the System which Franchisee proposes to make, and shall provide to Franchisor such information as Franchisor requests regarding the proposed change, amendment or improvement Franchisee acknowledges and agrees that Franchisor shall have the right to incorporate the proposed change, amendment or improvement into the System and shall thereupon obtain all right, title and interest therein without compensation to Franchisee

7 20 Franchisee shall comply with all the terms of its lease or sublease and all other agreements affecting the operation of the Franchised Business, shall promptly furnish Franchisor a copy of its lease, upon request, shall undertake best efforts to maintain a good and positive working relationship with its landlord and/or lessor, and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of, or to renew the lease or sublease for, the Premises

7 21 Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Franchised Business Franchisee shall furnish to Franchisor within five (5) business days after receipt thereof, a copy of any violation or citation which indicates Franchisee's failure to maintain local health or safety standards in the operation of the Franchised Business

7 22 Franchisee shall conduct carry-out and delivery of the Wings Over Products at the Franchised Business

7 23 If Franchisee's Approved Location has enough space to include a sit-down eating area, Franchisee may also sell Wings Over Products to customers who wish to eat inside the Franchised Business, instead of only offering carry-out and delivery services, upon prior notification to Franchisor of this plan sixty (60) days prior to implementing and receipt of written approval from Franchisor

7 24 Franchisor reserves the right to establish reasonable customer satisfaction standards and a scoring system for customer satisfaction ratings as prescribed from time to time

in the Manual or otherwise in writing, based on customer surveys conducted by Franchisor or its designee Franchisee shall continuously maintain acceptable customer satisfaction ratings (as reasonably determined by Franchisor and described in the Manual or otherwise in writing) throughout the term hereof Franchisee acknowledges and agrees that its maintenance of such customer satisfaction ratings throughout the term hereof is a material obligation of Franchisee hereunder

7 25 Franchisor may, but is not obligated to, establish a "Mobile App" to be used in connection with the System The term "Mobile App" refers to an application for use on smart phones, tablets, or other mobile devices, and may include a loyalty or reward program, electronic payments options, and other features If Franchisor develops a Mobile App, then Franchisee shall comply with Franchisor's requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Mobile App and utilizing the Mobile App in connection with the operation of the Franchised Business, including participation in any loyalty or rewards program

8 PROPRIETARY MARKS

8 1 Franchisor represents with respect to the Proprietary Marks

8 1 1 Franchisor has the right to use, and to license others to use, the Proprietary Marks, and

8 1 2 The trademark owner has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks

8 2 With respect to Franchisee's use of the Proprietary Marks, Franchisee agrees that

8 2 1 Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor,

8 2 2 Franchisee shall use the Proprietary Marks only for the operation of the Franchised Business and only at the Approved Location, or in advertising for the Franchised Business conducted at or from the Approved Location,

8 2 3 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Franchised Business only under the name "WINGS OVER" and shall use all Proprietary Marks without prefix or suffix Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name,

8 2 4 During the term of this Agreement and any renewal or extension hereof, Franchisee shall identify itself as the owner of the Franchised Business (in the manner required by Franchisor) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as Franchisor may designate in writing,

8 2 5 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of the trademark owner's rights and will entitle Franchisor to exercise all of its rights under this Agreement in addition to all rights available at law or in equity,

8 2 6 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor,

8 2 7 Franchisee shall execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability,

8 2 8 Franchisee shall promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks Franchisee acknowledges that Franchisor has the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts,

8 2 9 Franchisee shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks,

8 2 10 Franchisee shall not hold out or otherwise employ the Proprietary Marks to perform any activity or to incur any indebtedness, in a manner as could reasonably result in making Franchisor liable therefor,

8 2 11 Franchisee shall operate the Franchised Business under the name "Wings Over" immediately followed by the name of the city where Franchised Business is located, as approved by Franchisor and shall assign to Franchisor all rights and title to such name, and

8 2 12 Franchisee shall not advertise or use, in advertising or any other form of promotion, the Proprietary Marks of Franchisor without appropriate © or ® or TM symbols, where applicable

8 3 Franchisee expressly understands and acknowledges that

8 3 1 Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks,

8 3 2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System,

8 3 3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of the trademark owner's ownership of, or Franchisor's right to use and to license others to use, the Proprietary Marks,

8 3 4 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks,

8 3 5 Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to the benefit of the trademark owner, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be assigned to Franchisee or any of its principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks,

8 3 6 Except as specified in Section 1 3 hereof, the license of the Proprietary Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others (a) to use the Proprietary Marks itself in connection with selling products and services, (b) to grant other licenses for the Proprietary Marks, and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee,

8 3 7 Franchisor reserves the right, in Franchisor's sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the businesses operating thereunder Franchisee agrees promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying Franchisee's signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith, and

8 3 8 Franchisor shall have the right to disapprove any use, representation or display of the Proprietary Marks which in its reasonable judgment may affect its ownership rights in the Proprietary Marks or any goodwill associated with the Proprietary Marks

9 OPERATING MANUAL

9 1 In order to protect the reputation and goodwill of the Franchisor and to maintain high standards of operation under the System, Franchisee shall operate the Franchised Business in strict accordance with the standards, methods, policies, and procedures specified in the Manual Upon commencement by Franchisee or Franchisee's manager of the Franchisor's initial training program, Franchisor will provide to Franchisee on loan, or make available by electronic means, one copy of the Manual for the term of this Agreement

9 2 Franchisee shall treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential Franchisee shall not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person

9 3 Franchisor has the right to maintain all or any portions of the Manual in written or electronic form, including, without limitation, on one or more Web sites If Franchisor maintains the Manual in electronic form or on one or more Web sites, Franchisee agrees (a) to install, maintain, and upgrade continually throughout the term of this Agreement and as required by Franchisor in the Manual and in writing from time to time, at Franchisee's sole expense, the highest-speed Internet connection available to provide access to such portions of the Manual, (b) to make one copy of such portions of the Manual and to maintain such copies and their contents as secret and confidential, and (c) Franchisee and none of Franchisee's principals or employees shall make any electronic copy of any portion of the Manual

9 4 The electronic copy (or, if unavailable, the paper copy) of the Manual maintained by the Company at its home office is, and shall be, controlling in the event of any dispute as to the Manual's contents Franchisee shall use the Manual solely for the operation of the Franchised Business The Manual shall remain the sole property of Franchisor and shall be kept in a secure place on the Premises Franchisee shall ensure that the Manual is kept current at all times

9 5 Franchisor may from time to time revise the contents of the Manual in the manner determined by Franchisor, and Franchisee expressly agrees to comply with each new or changed standard

10 CONFIDENTIAL INFORMATION

10 1 Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge or know-how concerning the methods of operation of the business franchised hereunder, including, without limitation, recipes, prepared mixtures or blends of flavors, customer lists, drawings, materials, or equipment which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement Franchisee shall divulge such confidential information only to such of its employees as must have access to it in order to

operate the Franchised Business Any and all information, knowledge, know-how, techniques and other data which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement

10 2 At Franchisor's request, Franchisee shall require Franchisee's manager and other such personnel having access to any of Franchisor's confidential information as Franchisor requires to execute non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee at the Franchised Business Such covenants shall be in the form attached hereto as Exhibit C

11 ACCOUNTING AND RECORDS

11 1 Franchisee shall record all sales on a cash register or computer-based point-of-sale record keeping and control system designated by Franchisor, or on any other equipment specified by Franchisor in the Manual or otherwise in writing Franchisee shall prepare, and shall preserve for at least three (3) years from the dates of their preparation, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing

11 2 All Gross Sales, sales tax, and charges collected on behalf of third parties shall be recorded by Franchisee in accordance with the procedures prescribed in the Manual or as otherwise designated by Franchisor

11 3 Upon Franchisor's request, Franchisee shall, at Franchisee's expense, submit to Franchisor in the form prescribed by Franchisor, the following reports, financial statements, and other data

11 3 1 Within fifteen (15) days of Franchisor's request, a report accurately reflecting all Gross Sales during the preceding calendar month,

11 3 2 Within fifteen (15) days of Franchisor's request, unaudited financial statements showing the results of operations of the Franchised Business during the preceding calendar month, and

11 3 3 Such other forms, reports, records, information and data as Franchisor may reasonably designate

11 4 Franchisor and its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, accounts, sales tax returns, and federal and state tax returns of Franchisee Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee If an inspection should reveal that any payments have been understated in any report to Franchisor by five percent (5%) or more of the monthly Gross Sales, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, plus all of Franchisor's costs and expenses in connection with the inspection, including, without limitation, travel costs, lodging and wages expenses, and reasonable

accountıng and legal costs The foregoıng remedıes shall be ın addıtıon to any other remedıes Franchısor may have

12 ADVERTISING AND PROMOTION

Recognızıng the value of advertısıng and promotıon, and the ımportance of the standardızatıon of advertısıng and promotıon programs to the furtherance of the goodwıll and publıc ımage of the System, the partıes agree as follows

12 1 Begınnıng two (2) weeks prıor to the openıng of the Franchısed Busıness and contınuıng untıl the openıng of the Franchısed Busıness, Franchısee shall conduct an ınıtıal, grand openıng local advertısıng and promotıonal program ın the form and manner prescrıbed by Franchısor ın wrıtıng Franchısee shall expend no less than Three Thousand Fıve Hundred Dollars ($3,500) on such grand openıng advertısıng and promotıon

12 2 In addıtıon to the expendıture requıred by Sectıon 12 1 hereof, Franchısee shall spend one percent (1%) of Gross Sales for each month on local advertısıng and promotıon Franchısee understands and acknowledges that such requıred expendıture ıs a mınımum requırement only

12 3 Franchısee shall submıt verıficatıon of the expendıture requıred by Sectıon 12 1 and expendıture requıred ın Sectıon 12 2 hereof to Franchısor ın the form and manner prescrıbed by Franchısor ın the Manual or otherwıse ın wrıtıng from tıme to tıme

12 4 In the event Franchısor chooses to establısh the Advertısıng Fund, Franchısee shall pay to Franchısor an advertısıng fund contrıbutıon of one percent (1%) of Gross Sales per month descrıbed, and Franchısee shall not be oblıgated to make local advertısıng expendıtures descrıbed ın Sectıon 12 2 hereın Franchısor shall maıntaın a separate account for saıd contrıbutıon and shall admınıster ıt ın the Fund, at ıts sole dıscretıon, to cover the costs to maıntaın, admınıster, dırect, and prepare natıonal, regıonal or local advertısıng materıals

12 5 If establıshed, the Fund shall be maıntaıned and admınıstered by Franchısor as follows

12 5 1 Franchısor shall dırect all advertısıng programs, wıth sole dıscretıon over the concepts, materıals, and medıa used ın such programs and the placement and allocatıon thereof Franchısee agrees and acknowledges that the Fund ıs ıntended to maxımıze general publıc recognıtıon, acceptance, and use of the System, and that Franchısor ıs not oblıgated, ın admınısterıng the Fund, to make expendıtures for Franchısee whıch are equıvalent or proportıonate to Franchısee's contrıbutıon, or to ensure that any partıcular franchısee benefits dırectly or from expendıtures by the Fund

12 5 2 The Fund, all contrıbutıons thereto, and any earnıngs thereon, shall be used exclusıvely to meet any and all costs of maıntaınıng, admınısterıng, dırectıng, conductıng and preparıng advertısıng, marketıng, publıc relatıons, and/or promotıonal programs and materıals, and any other actıvıtıes whıch Franchısor belıeves wıll enhance the ımage of the System, ıncludıng, among other thıngs, the costs of preparıng and conductıng radıo, cable televısıon and prınt advertısıng campaıgns, developıng, maıntaınıng, and updatıng a Web sıte on

the Internet, direct mail advertising, marketing surveys, employing advertising and/or public relations agencies to assist therein, purchasing promotional items, providing promotional and other marketing materials and services to the businesses operating under the System, and advertising for the sale of franchises

12 5 3 All sums paid by Franchisee to the Fund shall be maintained in an account separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Fund and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing advertising, promotional and marketing programs The Fund and any earnings thereon shall not otherwise inure to the benefit of Franchisor Franchisor shall maintain separate bookkeeping accounts for the Fund Franchisee acknowledges that Franchisor is not a fiduciary to Franchisee of the monies in the Fund

12 5 4 It is anticipated that all contributions to and earnings of the Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made If, however, excess amounts remain in the Fund at the end of such taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions

12 5 5 Although the Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Fund The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and/or promotional purposes

12 5 6 Franchisor reserves the right to charge five percent (5%) of its reasonable costs and overhead incurred by Franchisor in its discretion and implementation of the Fund

12 6 All advertising and promotion by Franchisee shall be in such media and of such type and format as Franchisor may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify Franchisee shall not use any handwritten advertising, promotional, or marketing materials for any reason Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 12 7 hereof

12 7 Franchisee shall submit to Franchisor samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including, without limitation, the Internet) that Franchisee desires to use and that have not been prepared or previously approved by Franchisor within the preceding six (6) months (as provided in Section 21 hereof), for Franchisor's prior approval (except with respect to minimum prices to be charged) Franchisee shall not use such plans or materials until they have been approved in writing by Franchisor If written notice of approval is not received by Franchisee

from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have approved them

12 8 Except as approved in advance by Franchisor, Franchisee may not establish or maintain any other Web site, a Mobile App, or otherwise maintain a presence or advertise on the Internet or any other public computer network, in connection with the Franchised Business In connection with Franchisee's Web site, Franchisee shall comply with the following requirements, and all other applicable requirements set forth by Franchisor in the Manual or otherwise in writing from time-to-time

12 8 1 Franchisee may only use Web materials, Web pages, and Web site content which Franchisor has approved in advance in writing If approved, Franchisor shall incorporate such materials, pages, and site content on the Franchisee's Web site,

12 8 2 Franchisee shall not use any of the Proprietary Marks on its Web site, except as expressly permitted by Franchisor in writing Franchisee may not post or include any confidential information (as described in Section 10 1 hereof) or any other copyrighted material or information on its Web site without Franchisor's prior written approval If Franchisee wishes to modify its approved Web site, all proposed modifications must receive Franchisor's prior written approval,

12 8 3 Franchisor may furnish Franchisee with materials for Franchisee's Web site, but Franchisor shall be and at all times remain the sole owner of the copyrights for all material which appears on Franchisee's Web site,

12 8 4 Franchisee shall obtain Franchisor's prior written approval for each Internet domain name and/or home page address Franchisee uses in connection with its Web site Upon request by Franchisor, Franchisee shall immediately irrevocably assign and transfer to Franchisor or its designee any and all interests Franchisee may have in the Web site maintained by Franchisee in connection with the Franchised Business and in the domain name and home page address related to such Web site Franchisor shall be, and at all times remain, the sole owner of the domain name and/or home page address for the Web site Franchisee maintains in connection with the Franchised Business, Franchisee shall execute all documents required by Franchisor in connection therewith, and Franchisee hereby appoints Franchisor as its attorney-in-fact to execute such documents on Franchisee's behalf if Franchisee fails to do so, and

12 8 5 Franchisee shall not make any posting or other contribution to a Networking Media Site relating to Franchisor, the System, the Proprietary Marks, or the Franchised Business that (a) is derogatory, disparaging, or critical of Franchisor, (b) is offensive, inflammatory, or indecent, (c) harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates Franchisor's policies relating to the use of Networking Media Sites provided, however, that Franchisor shall not prohibit or restrict any social media communications or activity which prohibition or restriction violates Franchisee's right to engage in protected concerted activity under the National Labor Relations Act

12 9 Franchisee may, at its expense, obtain listings in the white and yellow pages of local telephone directories with Franchisor's prior approval Franchisee shall comply

with Franchisor's specifications concerning the form and size of such listings, and the number of directories in which such listings shall be placed Franchisee's expenditures for the advertising described in this Section 12 9 shall be in addition to any expenditures required under this Section 12

12 10 Franchisor shall have the right, in its discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business If a Cooperative has been established applicable to the Franchised Business at the time the Franchisee commences operations hereunder, Franchisee shall immediately become a member of the Cooperative If a Cooperative applicable to the Franchised Business is established at any later time during the term of this Agreement, Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation If the Franchised Business is within the territory of more than one Cooperative, Franchisee shall be required to be a member of only one such Cooperative

12 10 1 Each Cooperative shall be organized and governed in a form and manner, shall commence operation on a date, and shall operate pursuant to written governing documents, all of which must be approved in advance by Franchisor in writing

12 10 2 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized advertising materials for use by the members in local advertising

12 10 3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor All such plans and materials shall be submitted to Franchisor in accordance with the procedure set forth in Section 12 7 hereof

12 10 4 Each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the Cooperative, provided, however, that Franchisee shall not be required to contribute to any Cooperative in excess of Five Thousand Dollars ($5,000) during any calendar year

12 10 5 Each member franchisee shall submit to the Cooperative, its contribution as provided in Section 12 10 4 hereof, together with such other statements or reports as may be required by Franchisor or by the Cooperative with Franchisor's prior approval All contributions to the Cooperative shall be forwarded to the Franchisor, and Franchisor shall expend such monies on behalf of the Cooperative

12 10 6 Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption Franchisor's decision concerning such request for exemption shall be final If an exemption is granted to a franchisee, such franchisee shall be required to expend on local promotion and advertising in the full amount provided for in Section 12 2 hereof Franchisor reserves the right to require Cooperatives to be changed, dissolved, or merged

13 INSURANCE

13 1 Franchisee shall procure, prior to the commencement of any operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including, but not limited to, comprehensive general liability insurance, professional liability, non-owned/hired automobile policy for vehicles used in connection with the Franchised Business, property and casualty insurance, statutory workers' compensation insurance, employer's liability insurance, and product liability insurance Such policy or policies shall be written by a responsible carrier or carriers acceptable to Franchisor, shall name Franchisor as additional insureds as specified by Franchisor, and shall provide the minimum amounts of coverage of One Million Dollars ($1,000,000)

13 2 Franchisee's obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20 3 of this Agreement

13 3 All public liability and property damage policies shall contain a provision that Franchisor, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents or employees by reason of the negligence of Franchisee or its servants, agents or employees

13 4 Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Franchisor in the event of material alteration to or cancellation of the coverages evidenced by such Certificates Franchisee acknowledges and agrees that Wings Over Products will not be sold under this Agreement until Franchisee has provided evidence of the required product liability insurance coverage to Franchisor

13 5 Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in the Manual or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice The foregoing remedies shall be in addition to any other remedies Franchisor may have

14 TRANSFER OF INTEREST

14 1 Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated

assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment Franchisee shall execute such documents of attornment or otherwise as Franchisor shall request

14 2 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's (or, if Franchisee is a corporation, partnership, or limited liability company, its principals') business skill, financial capacity and personal character Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in Franchisee or in the Franchised Business shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business without the prior written consent of Franchisor Any purported assignment or transfer not having the written consent of Franchisor required by this Section 14 2 shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to Section 15 2 6 of this Agreement

14 3 Franchisee shall notify Franchisor orally and in writing sent by certified mail, return receipt requested, of any proposed transfer of any direct or indirect controlling interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business at least forty-five (45) days before such transfer is proposed to take place Franchisor shall not unreasonably withhold its consent to any transfer Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval

14 3 1 That all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied,

14 3 2 That Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates,

14 3 3 That the transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees,

14 3 4 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement, and that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor,

14 3 5 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards, possesses a good moral character, business reputation and credit rating, has

the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the Franchised Business,

14 3 6 That the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Franchisor's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee and advertising contribution, except that the transferee shall not be required to pay any initial franchise fee and the Franchisee's Territory shall remain the same,

14 3 7 That Franchisee remain liable for all of the obligations to Franchisor in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by Franchisor to evidence such liability,

14 3 8 That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Franchisor), or the transferee's manager (if transferee or transferee's principal will not manage the Franchised Business), at the transferee's expense, complete any training programs then in effect upon such terms and conditions as Franchisor may reasonably require, and

14 3 9 That Franchisee pay to Franchisor a transfer fee of Twelve Thousand Dollars ($12,000) However, in the case of a transfer to a corporation formed by Franchisee for the convenience of ownership, no such transfer fee shall be required, and, in case of a transfer to a transferee due to death of the Franchisee, the transfer fee shall be Five Thousand Dollars ($5,000)

14 4 Franchisee shall not grant a security interest in the Franchised Business or in any of the assets of the Franchised Business unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and, in the event Franchisor exercises such option, any acceleration of indebtedness due to Franchisee's default shall be void

14 5 If any party holding any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, Franchisee shall notify Franchisor as provided in Section 14 3 hereof, and shall provide such information and documentation relating to the offer as Franchisor may require Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party If Franchisor elects to purchase the seller's interest, closing on such purchase shall occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor If Franchisor elects not to purchase the

seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer Failure of Franchisor to exercise the option afforded by this Section 14 5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14, with respect to a proposed transfer If the Franchised Business is not sold by Franchisee within six (6) months from the date it is offered to Franchisor, then Franchisee must re-offer to sell to Franchisor prior to the sale to a third party In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor at Franchisor's expense, and the appraiser's determination shall be binding

14 6 Upon the death or mental or physical incapacity for a period greater than six (6) months of any person with a controlling interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within nine (9) months after such death or mental incapacity Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement If the interest is not disposed of within one hundred eighty (180) days, Franchisor may terminate this Agreement, pursuant to Section 15 2 7 hereof If the heirs or beneficiaries are unable to meet such qualifications, or if Franchisor rejects a proposed transferee, the personal representative will be granted an additional one hundred and eighty (180) days to dispose of the deceased's interest in this Agreement which disposition is subject to all terms and conditions for transfers contained in this Agreement

14 7 Franchisor's consent to a transfer of any interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee

14 8 Sections 14 2 and 14 3 shall not apply to transfer by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation which has securities registered under the Securities Exchange Act of 1934

15 DEFAULT AND TERMINATION

15 1 Franchisee shall be deemed to be in default under this Agreement, and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee, if

Franchisee shall become insolvent or make a general assignment for the benefit of creditors, if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee, if Franchisee is adjudicated bankrupt or insolvent, if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), if Franchisee is dissolved, if execution is levied against Franchisee's business or property, if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days, or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable

15 2 Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the provision of notice to Franchisee (in the manner provided under Section 23 hereof)

15 2 1 If Franchisee fails to locate an approved site or to construct and open the Franchised Business within the time limits provided in the Site Selection Addendum or Section 5 3 hereof,

15 2 2 If Franchisee or Franchisee's designated trainees fail to complete the initial training program described in Section 6 1 hereof to Franchisor's satisfaction, regardless of whether Franchisee has started construction of the Franchised Business, or if Franchisee fails to provide the training as described in Section 6 5 hereof,

15 2 3 If Franchisee at any time ceases to operate or otherwise abandons the Franchised Business, or loses the right to possession of the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located However, if, through no fault of Franchisee, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate and/or reconstruct the Premises, which approval shall not he unreasonably withheld,

15 2 4 If Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein,

15 2 5 If a threat or danger to public health or safety results from the operation of the Franchised Business,

15 2 6 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the

Franchised Business is made to any third party without Franchisor's prior written consent, contrary to the terms of Section 14 hereof,

15 2 7 If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 14 6 hereof,

15 2 8 If Franchisee fails to comply with the covenants in Section 17 2 hereof or fails to obtain execution of the covenants required under Section 10 2 hereof,

15 2 9 If, contrary to the terms of Sections 9 or 10 hereof, Franchisee discloses or divulges the contents of the Manual or other confidential information provided to Franchisee by Franchisor,

15 2 10 If Franchisee submits any false reports to Franchisor,

15 2 11 If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein,

15 2 12 If Franchisee refuses to permit Franchisor to inspect the Premises, or the books, records or accounts of Franchisee upon demand,

15 2 13 If Franchisee, upon receiving a notice of default under Section 15 3 hereof, fails to initiate immediately a remedy to cure such default, or

15 2 14 If Franchisee, after curing any default pursuant to Section 15 3 hereof, commits the same default again, whether or not cured after notice

15 3 Except as otherwise provided in Sections 15 1 and 15 2 of this Agreement, upon any other default by Franchisee, Franchisor may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 23 hereof) stating the nature of the default to Franchisee at least thirty (30) days prior to the effective date of termination, provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor within the applicable cure period If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the applicable cure period or such longer period as applicable law may require Defaults which are susceptible of cure hereunder include the following illustrative events

15 3 1 If Franchisee fails to maintain the cleanliness of the Franchised Business, or fails to comply with any of Franchisor's specifications,

15 3 2 If Franchisee fails to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manual, or failure to carry out the terms of this Agreement in good faith,

15 3 3 If Franchisee fails, refuses or neglects promptly to pay any monies owing to Franchisor or its affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement,

15 3 4 If Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor in this Agreement, the Manual or otherwise in writing,

15 3 5 Except as provided in Section 15 2 6 hereof, if Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement,

15 3 6 If Franchisee acts, or fails to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Premises, or in any way jeopardizes its right to renewal of such lease or sublease,

15 3 7 If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks, or

15 3 8 If Franchisee receives any citation or notice of potential health code violation from the local board of health or Franchisor

15 3 9 If Franchisee fails to maintain acceptable customer satisfaction scores as prescribed by Franchisor from time to time in the Manual or otherwise in writing, based on customer surveys conducted by Franchisor or its designee

16 <u>OBLIGATIONS UPON TERMINATION OR EXPIRATION</u>

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and

16 1 Franchisee shall 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 Immediately upon the expiration or termination hereof, Franchisee shall dispose of, and not sell, any Wings Over Products or other products sold hereunder

16 2 Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Proprietary Mark "Wings Over " and all other Proprietary Marks and distinctive forms, slogans, signs, symbols and devices associated with the System In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles which display the Proprietary Marks

16 3 Franchisee shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the mark "Wings Over " or any other Proprietary Marks, and Franchisee shall furnish Franchisor

with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement

16 4 Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Premises In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Premises, Franchisee shall make such modifications or alterations to the Premises (including, without limitation, the changing of, and the assigning to Franchisor of, the telephone number and removal of all sign faces bearing the Proprietary Marks) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of the Franchised Business under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose In the event Franchisee fails or refuses to comply with the requirements of this Section 16 4, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand

16 5 Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in Franchisor's sole discretion, is likely to cause confusion, mistake or deception, or which, in Franchisor's sole discretion, is likely to dilute Franchisor's rights in and to the Proprietary Marks Franchisee further agrees not to utilize any designation of origin, description or representation (including but not limited to reference to the Franchisor, the System or the Proprietary Marks) which, in Franchisor's sole discretion, suggests or represents a present or former association or connection with Franchisor, the System or the Proprietary Marks

16 6 Franchisee shall promptly pay all sums owing to Franchisor and its affiliates In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Premises operated hereunder at the time of default

16 7 Franchisee shall immediately deliver to Franchisor the Manual and all other records, correspondence and instructions containing confidential information relating to the operation of the Franchised Business (and any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor, and shall retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law

16 8 Franchisee shall immediately irrevocably assign and transfer to Franchisor or its designee any and all interests Franchisee may have in the Web site maintained by Franchisee in connection with the Franchised Business and in the domain name and home page address related to such Web site Franchisee shall immediately execute any documents and

perform any other actions required by Franchisor to effectuate such assignment and transfer and otherwise ensure that all rights in such Web site revert to Franchisor or its designee, and hereby appoints Franchisor as its attorney-in-fact to execute such documents on Franchisee's behalf if Franchisee fails to do so Franchisee may not establish any Web site using any similar or confusing domain name and/or home page address

16 9 Franchisor shall have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee any or all of the equipment, signs and customer lists related to the operation of the Franchised Business at fair market value or at Franchisee's depreciated book value, whichever is less, and to purchase any or all supplies and inventory of the Franchised Business at Franchisee's cost or depreciated book value, whichever is less If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal shall be conducted at Franchisor's expense, and the appraiser's determination shall be binding If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefor

16 10 Franchisee shall comply with the covenants contained in Sections 10 1 and 17 3 of this Agreement

16 11 The signs, the lettering and logo affixed to the exterior of the location or affixed to any materials, and any other sign face bearing the name "WINGS OVER" or other marks of Franchisor, shall upon termination of this franchise become the property of Franchisor Franchisee shall assign all ownership rights to the sign faces and the exterior lettering and logo, if any, to Franchisor immediately upon termination of this Agreement and shall at Franchisee's expense forward such signs to Franchisor

17 <u>COVENANTS</u>

17 1 Franchisee covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, a principal, general partner or member of Franchisee) or Franchisee's fully-trained manager shall devote full time and best efforts to the management and operation of the Franchised Business

17 2 Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity

17 2 1 Divert or attempt to divert any present or prospective business or customer of any Franchised Business to any competitor, 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 Proprietary Marks and the System,

17 2 2 Employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, or

17 2 3 Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that (a) offers, sells or manufactures products or services which are the same as or similar to the products and services being offered by the Franchised Business under the System, including, without limitation, boneless chicken wings, bone in chicken wings, and ribs, and (b) is, or is intended to be, located at or within

17 2 3 1 the Franchisee's Territory, or

17 2 3 2 the county or municipality in which the Approved Location is located, or

17 2 3 3 the state in which the Approved Location is located, or

17 2 3 4 fifteen (15) miles of any business operating under the Proprietary Marks

17 3 Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 14 of this Agreement, (b) expiration of this Agreement, (c) termination of this Agreement (regardless of the cause for termination), (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17 3, or (e) any or all of the foregoing, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that (i) offers, sells or manufactures products or services which are the same as or similar to the products and services offered by the Franchised Business under the System, including, but not limited to, providing boneless chicken wings, bone in chicken wings, and ribs, and (ii) is, or is intended to be, located at or within

17 3 1 the Franchisee's Territory, or

17 3 2 within five (5) miles of the Franchised Territory, or

17 3 3 within five (5) miles of the county or municipality in which the Approved Location is located, or

17 3 4 five (5) miles of the Approved Location, or

17 3 5 five (5) miles of any business operating under the Proprietary Marks,

provided, however, that Sections 17 2 3 and this Section 17 3 shall not apply to the operation by Franchisee of any business under the System which may be franchised by Franchisor to Franchisee under a written Franchise Agreement

17 4 Sections 17 2 2 and 17 3 shall not apply to ownership by Franchisee of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934

17 5 Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 17 2 and 17 3, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 23 hereof

17 6 Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 17 Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 17

18 <u>CORPORATE, PARTNERSHIP OR LLC FRANCHISEE</u>

18 1 If Franchisee is a corporation, Franchisee shall comply with the following requirements

18 1 1 Franchisee shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to operating the Franchised Business

18 1 2 Copies of Franchisee's Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to Franchisor

18 1 3 Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities, and each stock certificate of Franchisee shall have conspicuously endorsed upon its face 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 assignments by this Agreement, provided, however, that the requirements of this Section 18 1 3 shall not apply to a publicly-held corporation

18 1 4 Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Franchisee and shall furnish the list to Franchisor upon request

18 2 If Franchisee or any successor to or assignee of Franchisee is a partnership, it shall comply with the following requirements

18 2 1 Franchisee shall furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto

18 2 2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement

18 2 3 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee

18 3 If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it shall comply with the following requirements

18 3 1 Franchisee shall furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto

18 3 2 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement

18 3 3 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all members in Franchisee

18 4 If Franchisee is a corporation, partnership or limited liability corporation, or if any successor to or assignee of Franchisee is a partnership or limited liability corporation, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit D

19 <u>TAXES, PERMITS, AND INDEBTEDNESS</u>

19 1 Franchisee 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 Franchisee in the operation of the Franchised Business Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor

19 2 In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon

19 3 Franchisee shall comply with all federal, state, and local laws, rules, and regulations (including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Franchised Business and applicable provisions of Section 4205 of the Patient Protection and Affordable Care Act of 2010 and related regulations regarding disclosure of nutritional information on menus and menu boards) and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health permits, building permits, handicap permits and fire clearances

19 4 Franchisee shall immediately notify Franchisor in writing 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 the Franchised Business

20 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20 1 Franchisor and Franchisee agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever Franchisee acknowledges and agrees that Franchisor's usual business is the offering and selling rights to operate Wings Over restaurants using the Proprietary Mark and System, developing enhancements to the System and providing assistance to Wings Over franchisees and, accordingly, Franchisor's usual business is different from Franchisee's usual business of operating a retail Wings Over restaurant Franchisee acknowledges and agrees that Franchisee has the sole authority, and it is Franchisee's sole obligation hereunder, to make all employment-related decisions for the Franchised Business, including, without limitation, decisions related to hiring, firing, discharging and disciplining employees, and to setting their wages, hours of employment, and any benefits, and that Franchisor shall have no direct or indirect authority or control over any employment-related matters for Franchisee's employees Franchisee shall require each of its employees to acknowledge in writing that Franchisee (and not Franchisor) is the employer of such employee Notwithstanding any other provision of this Agreement, Franchisee acknowledges and agrees that it is solely responsible for all personnel decision relating to the Franchise Business

20 2 During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from Franchisor Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which Franchisor reserves the right to specify

20 3 Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and 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 Franchisee or Franchisee's employees in their conduct in operating the

business franchised hereunder or for any claim or judgment arising therefrom against Franchisee or Franchisor Franchisee shall indemnify and hold Franchisor and its affiliates, and their respective officers, directors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Business, as well as the costs, including attorneys' fees, of the indemnified party in defending against them

21 APPROVALS AND WAIVERS

21 1 Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing

21 2 Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor

21 3 No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms hereof Waiver by Franchisor of any particular default of Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature, nor shall any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term Subsequent acceptance by Franchisor of any payments due to it hereunder 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

21 4 Neither Franchisor, Franchisor's affiliates, nor Franchisee shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, the inability of Franchisor or its affiliates to manufacture or distribute Wings Over Products, fire, flood, natural disasters, acts of God, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility Provided, however, this clause shall not apply to and not result in an extension of (1) the time for payments to be made by Franchisee as required by Section 4 2 hereof, or (2) the term of this Agreement

22 GRANT OF SECURITY INTEREST

As security for the payment of all amounts from time to time owing by Franchisee to Franchisor under this Agreement and all other agreements between the parties, and performance of all obligations to be performed by Franchisee, Franchisee hereby grants to Franchisor a security interest in all of the assets of Franchisee, including, without limitation, all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the "Collateral") Franchisee warrants and represents that the security interest granted hereby is prior to all other security interests in the Collateral except bona fide purchase money security interests, if any Franchisee agrees not to remove the Collateral, or any portion thereof, from the Premises without the prior written consent of Franchisor Upon the occurrence of any event entitling Franchisor to terminate this Agreement or any other agreement between the parties, Franchisor shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State in which the Franchised Business is located, including, without limitation, the right to take possession of the Collateral Franchisee agrees to execute and deliver to Franchisor financing statements or such other documents as Franchisor reasonably deems necessary to perfect Franchisor's interest in the Collateral within ten (10) days of receipt by Franchisee of such documents from Franchisor Any notices delivered or mailed in accordance with Section 23 hereof at least five (5) days prior to disposition of the Collateral, or any portion thereof, and, in reference to a private sale, need state only that Franchisee intends to negotiate such a sale

23 NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party, excluding electronic mail

Notices to Franchisor	Matcal, Inc 29 School Street Westfield, MA 01085 Attn Mr Harold Tramazzo
Notices to Franchisee	____________ ____________ ____________ Attn __________

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery

24 ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced Franchisee to execute this Agreement Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from 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 Nothing in this Agreement or in any related agreement between Franchisor and Franchisee is intended to disclaim the representations in Franchisor's Franchise Disclosure Document

25 SEVERABILITY AND CONSTRUCTION

25 1 If, for any reason, any section, part, term, provision, and/or covenant 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, provisions, and/or covenants of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement

25 2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination or assignment, including but not limited to Sections 10, 17, and 26

25 3 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 Franchisee, Franchisor, Franchisor's officers, directors, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Section 14 hereof, any rights or remedies under or by reason of this Agreement

25 4 Franchisee 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 or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed 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 or agency order

26 APPLICABLE LAW AND DISPUTE RESOLUTION

26 1 This Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Massachusetts In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to the application of Massachusetts conflict-of-law rules If, however, any provision of this Agreement would not be enforceable under the laws of Massachusetts and if Franchisee is located outside of Massachusetts and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state

26 2 Except as otherwise provided herein, the parties hereto first agree to endeavor to settle in an amicable manner by mediation all disputes and claims relating to this

Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, at the office of JAMS located in the principal city closest to Franchisor's principal place of business, as reasonably determined by Franchisor in accordance with the mediation rules of JAMS The following shall supplement and, in the event of a conflict, shall govern such mediation The parties shall select one (1) mediator from a list provided by JAMS JAMS shall only list available attorneys with at least ten (10) years of experience in the practice of franchise law In selecting the mediator from the list provided by JAMS, the parties shall make the selection by the striking method The parties shall each bear all of their own costs of mediation, provided, however, the fees of the mediator shall be divided equally between Franchisor and Franchisee The parties hereto agree that mediation shall not be required with respect to (a) any claim or dispute involving any payment obligation of Franchisee that is more than forty-five (45) days past due, (b) any claim or dispute involving actual or threatened disclosure or misuse of Franchisor's confidential information, (c) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement, or (e) any action by Franchisor to enforce the covenants set forth in Section 17 of this Agreement

26 3 Except as otherwise provided in Section 26 2 hereof, all disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, shall be settled by arbitration at the office of JAMS located in Boston, Massachusetts in accordance with the Federal Arbitration Act and the Comprehensive Arbitration Rules and Procedures of JAMS The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed by the Federal Arbitration Act, as amended The following shall supplement and, in the event of a conflict, shall govern any arbitration The parties shall select one arbitrator from the panel provided by JAMS and the arbitrator shall use the laws of Massachusetts for interpretation of this Agreement In selecting the arbitrator from the list provided by JAMS, Franchisor and Franchisee shall make the selection by the striking method Franchisor and Franchisee shall each bear all of their own costs of arbitration, however, the fees of the arbitrator shall be divided equally between Franchisor and Franchisee The arbitrator shall have no authority to amend or modify the terms of the Agreement Franchisor and Franchisee further agree that, unless such a limitation is prohibited by applicable law, neither Franchisor nor Franchisee shall be liable for punitive or exemplary damages, and the arbitrator shall have no authority to award the same To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District Court for Massachusetts and, if confirmed, may be subsequently entered in any court having competent jurisdiction This agreement to arbitrate shall survive any termination or expiration of this Agreement

26 4 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 cumulative of every other right or remedy

26 5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Franchised Business, brought by Franchisee against Franchisor and/or Franchisor's affiliates and their principals, employees and agents, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred

26 6 Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it

26 7 Nothing herein contained (including, without limitation, Section 26 3, above, regarding arbitration) shall bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions

26 8 Except as provided by Section 26 2 and 26 3 hereof, Franchisee shall pay to Franchisor all damages, costs, and expenses, including all court costs, mediation costs, arbitration costs, and reasonable attorney's fees, and all other expenses incurred by Franchisor in enforcing any obligation or in defending against any claim, demand, action, or proceeding related to this Agreement, including, but not limited to the obtaining of injunctive relief

27 <u>FRANCHISEE'S ACKNOWLEDGMENTS AND REPRESENTATIONS</u>

27 1 Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, 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 Franchisee (or, if Franchisee is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson Franchisor expressly disclaims the making of, and Franchisee 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, except as provided in Franchisor's franchise disclosure document

27 2 Franchisee acknowledges that it received Franchisor's current franchise disclosure document at least fourteen (14) calendar days prior to the date on which this Agreement was executed Franchisee further acknowledges that it received a completed copy of this Agreement, and all related agreements attached to the franchise disclosure document, with any changes to such agreements unilaterally and materially made by Franchisor at least seven (7) calendar days prior to the date on which this Agreement and all related agreements were executed

27 3 Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement

27 4 Franchisee acknowledges that under applicable U S law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person "Specially Designated National" or "Blocked Person" shall mean (1) those persons designated by the U S Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national" or "blocked person" or similar status, (2) a person engaged in, or aiding any person engaged in, acts of terrorism, as defined in the Order, or (3) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business Currently, a listing of such designations and the text of the Order are published at the Internet website address, www ustreas gov/ Accordingly, Franchisee represents and warrants to Franchisor that as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee is a Specially Designated National or Blocked Person, and that Franchisee (1) does not, and hereafter shall not, engage in any terrorist activity, (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity, and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity Franchisee agrees that Franchisee shall immediately provide written notice to Franchisor of the occurrence of any event which renders the representations and warranties in this Section 27 4 incorrect

27 5 In the event of any default on the part of either party hereto, in addition to any other remedies of the aggrieved party, the losing party shall pay to the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as a result of any such default

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written

FRANCHISEE	**MATCAL, INC**
By ____________________________	By ____________________________
Name __________________________	Name __________________________
Title ___________________________	Title ___________________________
Home Address ____________________	
________________________________	
Home Phone Number _______________	

EXHIBIT A TO
"WINGS OVER"
FRANCHISE AGREEMENT

DISCLOSURE OF PRINCIPALS AND FRANCHISEE INFORMATION

1 Date ____________________________

2 Franchisee Contact The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business

Name ____

Address ____

____

Daytime Telephone No ________________________________

Evening Telephone No ________________________________

Facsimile No ____

E-mail Address ______________________________________

3 Franchisee's Territory __________________________________

____

____

4 Franchisee Owners The undersigned agree and acknowledge that the following is a complete list of all of the shareholders, partners, or members ("Owners") of Franchisee and the percentage interest of each individual

Name	Position	Interest (%)

5 Change in Owners Franchisee acknowledges and agrees that any proposed change in the Owners listed in Paragraph 3, above, shall require Franchisor's prior written consent in accordance with the terms of Section 14 of the Franchise Agreement

IN WITNESS WHEREOF, the undersigned has duly executed this Disclosure of Principals on the date first above written

FRANCHISEE

By ______________________________

____
Witness/Attest

Name ______________________________

Title ______________________________

EXHIBIT B TO
"WINGS OVER"
FRANCHISE AGREEMENT

SITE SELECTION ADDENDUM

Matcal, Inc (hereinafter the "Franchisor") and ______________________________ (hereinafter "Franchisee"), have this date, ______________________, 20___, entered into a certain Matcal, Inc Franchise Agreement (the "Franchise Agreement") and desire to supplement its terms, as set forth below The parties hereto therefore agree as follows

1 Within one hundred twenty (120) days after Franchisee's execution of the Franchise Agreement, Franchisee shall obtain a site, at Franchisee's expense, for the Franchised Business ("Franchised Business") franchised under the Franchise Agreement, which premises shall be approved by Franchisor as hereinafter provided The premises shall be within the following territory ("Site Selection Territory")

2 Failure by Franchisee to obtain premises for the Franchised Business within the time required in Paragraph 1 hereof shall constitute a default under the Franchise Agreement and this Site Selection Addendum Time is of the essence

3 Franchisor shall not establish, nor franchise another to establish, a Franchised Business within the Site Selection Territory until Franchisor approves a location for the Franchised Business, or until the time set forth in Paragraph 1 hereof expires, whichever event first occurs

4 Prior to Franchisee's acquisition by lease or purchase of a site for the Franchised Business, Franchisee shall submit to Franchisor, in the form specified by Franchisor, a completed site review form, such other information or materials as Franchisor may reasonably require, and a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the proposed site Recognizing that time is of the essence, Franchisee agrees that Franchisee must submit a proposed site, together with the information and materials required by this Paragraph 4, to Franchisor for its approval within thirty (30) days after execution of this Site Selection Addendum Franchisor shall have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, in Franchisor's sole discretion, the site as a location for the Franchised Business No proposed site shall be deemed approved unless it has been expressly approved in writing by Franchisor

5 Franchisor shall furnish to Franchisee the following

a Such site selection guidelines and consultation as Franchisor deems advisable,

b Such on-site evaluation as Franchisor deems advisable as part of its evaluation of Franchisee's request for site approval, provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to Franchisor's receipt of the information or materials required by Paragraph 4 hereof If on-site evaluation is deemed necessary and appropriate by Franchisor, Franchisor shall conduct up to two (2) on-site evaluations, such evaluations shall be at Franchisor's expense if the proposed site is within one hundred (100) miles of the Franchisor's principal place of business in Westfield, Massachusetts, or at Franchisee's expense, if the proposed site is more than one hundred (100) miles of the Franchisor's principal place of business For each additional on-site evaluation (if any), Franchisee shall reimburse Franchisor for Franchisor's reasonable expenses, including, without limitation, the costs of travel, lodging and meals

6 If Franchisee will occupy the premises of the Franchised Business under a lease, Franchisee shall, prior to the execution thereof, (1) execute the Conditional Assignment of Lease and obtain the Lessor's execution of the Consent and Agreement of Lessor, in the forms attached as Exhibit E to the Franchise Agreement, and (2) submit the lease to Franchisor for its approval Franchisor's approval of the lease may be conditioned upon the inclusion of the following terms and conditions

a That the initial term of the lease, or the initial term together with renewal terms, shall be for not less than five (5) years,

b That the lessor consents to Franchisee's use of such Proprietary Marks and initial signage as Franchisor may prescribe for the Franchised Business,

c That the use of the premises be restricted solely to the operation of the Franchised Business,

d That Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Franchisor's prior written consent,

e That lessor provide to Franchisor copies of any and all notices of default given to Franchisee under the lease,

f That Franchisor have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement or under the lease,

g That Franchisor (or Franchisor's designee) have the option, upon default, expiration or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of Franchisee's rights under the lease terms, including the right to assign or sublease

7 Franchisee shall furnish Franchisor with a copy of any executed lease within ten (10) days after execution thereof

8 After a site for the Franchised Business has been approved in writing by Franchisor and obtained by Franchisee pursuant to Paragraph 4 hereof, the site shall constitute the constitute the Approved Location referred to in Section 1 2 of the Franchise Agreement

9 Franchisee hereby acknowledges and agrees that Franchisor's approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to

the suitability of the site for the Franchised Business or for any other purpose Franchisor's approval of the site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease Such factors are unpredictable and are beyond Franchisor's control Franchisor shall not be responsible for the failure of a site approved by Franchisee to meet Franchisee's expectations as to revenue or operational criteria Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Franchised Business at the site is based on its own independent investigation of the suitability of the site

10 This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written

FRANCHISEE

By ______________________________

Name ______________________________

Title ______________________________

MATCAL, INC

By ______________________________

Name ______________________________

Title ______________________________

EXHIBIT C TO
"WINGS OVER"
FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

In consideration of my position as__________ of _________________ (the "Franchisee"), and One Dollar, receipt of which is acknowledged, I hereby acknowledge and agree that

1 Matcal, Inc (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment and operation of franchised businesses ("Franchised Businesses"), which feature the carry-out and delivery of and offer for sale to the public boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, hamburgers and other approved items (the "System")

2 As an employee of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to recipes, prepared mixtures or blends of flavors, drawings, materials, or equipment of the Franchisor and the System related to the establishment and operation of Franchised Businesses which are beyond the present skills and experience possessed by me This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee

3 I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the confidential information only in connection with my duties as an employee of the Franchisee My undertaking not to disclose confidential information is a condition of my position with the Franchisee, and continues even after I cease to be in that position

4 While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any Franchised Business to any competitor, by direct or indirect inducement or otherwise, (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System, or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment

5 While in my position with the Franchisee and for two (2) years after I cease to be in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that (a) offers, sells or manufactures products or services which are the same as or similar to the products and services being offered by Franchised Businesses under the System, including, without limitation, chicken wings and ribs, and (b) is, or is intended to be, located at or within (1) the Franchisee's Territory, the boundaries of which I acknowledge have been described to me, (2) within five (5) miles of the Franchisee's Territory, (3) within five (5) miles of the

Franchised Business, (4) within the county or municipality in which the Franchisee's Franchised Business is located, or (5) within a radius of five (5) miles of any business operating under the Franchisor's marks

6 The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm, therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity, and I agree to pay the Franchisor and the Franchisee all the costs it/they incur/s, including without limitation attorneys' fees, if this Agreement is enforced against me Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me

7 The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof, and I agree to comply with any covenant as so modified

8 This Agreement shall be construed under the laws of the Commonwealth of Massachusetts The only way this Agreement can be changed is in a writing signed by both the Franchisee and me

Signature ______________________

Name ______________________

Address ______________________

Title ______________________

Date ______________________

ACKNOWLEDGED BY FRANCHISEE

By ______________________

Name ______________________

Title ______________________

EXHIBIT D TO
"WINGS OVER"
FRANCHISE AGREEMENT

<u>GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT</u>

As an inducement to Matcal, Inc ("Franchisor") to execute the Franchise Agreement between Franchisor and ______________________________ ("Franchisee") dated ___________ 20__ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed

Upon demand by Franchisor, the undersigned will immediately make each payment to Franchisor required of Franchisee under the Agreement The undersigned hereby waive any right to require Franchisor to (a) proceed against Franchisee for any payment required under the Agreement, (b) proceed against or exhaust any security from Franchisee, or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement

The undersigned hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein

The undersigned hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 10 and 17 of the Agreement

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 26 of the Agreement This Guarantee shall be interpreted and construed under the laws of the State of Massachusetts In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to, and without giving effect to, the application of the State of Massachusetts conflict of law rules

The Guarantors agree that the dispute resolution and attorney fee provisions in Section 26 of the Agreement are hereby incorporated into this Agreement by reference, and references to "Franchisee" and the "Franchise Agreement" therein shall be deemed to apply to "Guarantors" and this "Guarantee," respectively, herein

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party

Notices to Franchisor	Matcal, Inc 29 School St , Westfield, MA 01085 Attn Harold Tramazzo
Notices to Guarantors	____________________ ____________________ ____________________ Attn ________________

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement

GUARANTORS

____

Print Name ____________________

____

Print Name ____________________

____

Print Name ____________________

EXHIBIT E TO
"WINGS OVER"
FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to Matcal, Inc , a Massachusetts corporation ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the "Lease") respecting premises commonly known as ______________________ ________________________________ This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby

Upon a default by Assignor under the Lease or under the franchise agreement for a Franchised Business between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal

WITNESS ________________________ ASSIGNOR ______________________

Print Name ______________________

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforedescribed Lease hereby

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease,

(b) Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with paragraph (a) above,

(c) Consents to the foregoing Conditional Assignment and agrees that if Assignee takes possession of the premises demised by the Lease and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the 30-day period the defaults, if any, of Assignor under the Lease,

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise

DATED ______________________

LESSOR

____

Print Name ________________________

EXHIBIT 1 TO CONDITIONAL ASSIGNMENT OF LEASE

LEASE

(Attached)

EXHIBIT D

DEVELOPMENT AGREEMENT

"WINGS OVER"

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

MATCAL, INC
DEVELOPMENT AGREEMENT

This Agreement, made and entered into this ________________, ____ by and between Matcal, Inc , a Massachusetts corporation with its principal place of business at 29 School St , Westfield, MA 01085 ("Franchisor"), and __________, a ______________ with its principal place of business at ______________________________________ ("Developer")

RECITALS

WHEREAS, Franchisor as the result of the expenditure of time, effort and money has developed, and owns and will use its best efforts to provide a unique system relating to the establishment, development and operation of Wings Over restaurants offering products and services related to the carry-out and delivery of and offer for sale to the public of boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers and other approved items (the "System"),

WHEREAS, the distinguishing characteristics of the System include, without limitation, special marketing and advertising methods, operating procedures and materials, and training and supervision, all of which may be improved, further developed or changed by Franchisor from time to time,

WHEREAS, Franchisor has the right, title and interest to use the System and the "Wings Over " service mark, the marks "WINGS and Design," "B-1," "B-1 BOMBER," "B-17 BOMBER," "THE AIRCRAFT CARRIER," "B-17," "C-5," "HANGAR 1," "HANGAR 2," "HANGAR 3," and ' HANGAR 4," and such other service marks, trade names, trade dress and trademarks as are now designated (and may hereinafter be designated by Franchisor in its Confidential Operating Manual or otherwise in writing) as part of the System (collectively, the "Proprietary Marks") under a license agreement between P&H, Inc and Franchisor,

WHEREAS, Franchisor continues to develop, use and control such Proprietary Marks for the benefit and exclusive use of itself and its developers and franchisees in order to identify for the public the source of services marketed thereunder and the System, and to represent the System's high standards of quality and service, and

WHEREAS, Developer wishes to obtain certain development rights to operate Wings Over restaurants under the System, to be identified with the Proprietary Marks in the territory described in this Development Agreement, and to be trained by Franchisor to establish and operate Wings Over restaurants

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows

1 <u>GRANT</u>

1 1 Franchisor hereby grants to Developer, pursuant to the terms and conditions of this Development Agreement, the development rights, and Developer hereby

undertakes the obligation, to establish and operate ______________________ (____) Wings Over restaurants under the Proprietary Marks and the System (the "Restaurants" or "Franchised Businesses"), and to use the System solely in connection therewith, at specific locations to be designated in separate Wings Over franchise agreements (the "Franchise Agreements") executed by Developer as provided in Section 3 1 hereof, and pursuant to the development schedule set forth in Exhibit "A" (the "Development Schedule") attached hereto Each Restaurant developed hereunder shall be located in the area described in Exhibit "A" (the "Development Area") attached hereto

1 2 Each Restaurant developed hereunder shall be established and operated pursuant to a separate Franchise Agreement entered into between Developer and Franchisor in accordance with Section 3 1 hereof

1 3 Except as otherwise provided in this Agreement, during the term of this Agreement, Franchisor shall not establish or operate, nor license any other person other than Developer to establish or operate, a Wings Over restaurant under the System and the Proprietary Marks in the Development Area, provided, however, that Developer acknowledges and agrees that Franchisor retains the rights, among others (a) to establish and operate, and license others to establish and operate, a Restaurant under the System and the Proprietary Marks at any location outside the Development Area, (b) to sell or distribute, directly or indirectly, or license others to sell or distribute, boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, and hamburgers, and any other products or services, including, without limitation, sales made at supermarkets, convenience stores, grocery stores, machines, variety stores and the Internet, at any location (notwithstanding its proximity to the Restaurants) whether within or outside the Development Area under the same or different Proprietary Marks, and (c) to acquire and operate any business or restaurant of any kind under different proprietary marks, at any location (notwithstanding its proximity to the Restaurants) whether located within or outside the Development Area

1 4 Developer acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor, and Developer agrees to comply with all reasonable requirements of Franchisor in that regard, including, without limitation, offering and selling new or different products or services as specified by Franchisor

1 5 This Agreement is not a franchise agreement, and does not grant to Developer any right to use in any manner Franchisor's Proprietary Marks or System Developer shall have no right under this Agreement to license others to use in any manner the Proprietary Marks or System

2 FEES

2 1 In consideration of the development rights granted herein, Developer shall pay to Franchisor, upon execution of this Agreement, a non-refundable development fee of ____________________ Dollars ($________) (the "Development Fee")

2 2 Developer shall pay a franchise fee of Thirty Thousand Dollars ($30,000) to Franchisor upon the execution of a Franchise Agreement with respect to each of the first two

(2) Restaurants to be developed by Developer For all other Restaurants after the first two (2), Developer shall pay a franchise fee of Fifteen Thousand Dollars ($15,000) to Franchisor upon the execution of a Franchise Agreement with respect to each such Restaurant

3 DEVELOPMENT OBLIGATIONS

3 1 In exercising its development rights and fulfilling its development obligations under this Agreement, Developer or one of Developer's affiliates approved by Franchisor shall execute a Franchise Agreement for each Restaurant at a site approved by Franchisor in the Development Area as hereinafter provided The Franchise Agreement for the first Restaurant developed hereunder shall be in the form of the Franchise Agreement attached hereto as Exhibit "B" and shall be executed concurrently with this Agreement The Franchise Agreement for each additional Restaurant developed hereunder shall be the form of Franchise Agreement being offered for new Wings Over restaurants, generally, by Franchisor at the time each such Franchise Agreement is executed, the terms of which agreement may be different from the Franchise Agreement attached as Exhibit "B"

3 2 Prior to Developer's or its affiliate's acquisition by lease or purchase of any site for a Restaurant, Developer shall submit to Franchisor, in the form specified by Franchisor, the description of the proposed site and such information or materials as Franchisor may reasonably require, together with evidence satisfactory to Franchisor which confirms Developer's favorable prospects for obtaining the proposed site Franchisor shall have thirty (30) days after receipt of the description of the proposed site and other information and materials from Developer to exercise its right and option, in writing, to approve or disapprove the proposed site for development as a Wings Over restaurant In the event Franchisor does not approve a proposed site by written notice to Developer within such thirty (30) days, such site shall be deemed disapproved by Franchisor Franchisor may present sites to Developer which meet the criteria and are available, but Developer shall have no obligation to accept any such sites Developer acknowledges that Developer, and not Franchisor, has the duty and obligation to obtain an approved site for each Restaurant

3 3 If Developer or its affiliate will occupy the premises at which a Restaurant is operated under a lease, Developer or its affiliate shall, prior to the execution thereof, (1) execute the Conditional Assignment of Lease and obtain the Lessor's execution of the Consent and Agreement of Lessor, in the form attached as Exhibit F to the Franchise Agreement, and (2) submit such lease to Franchisor, for its written approval Franchisor's approval of the lease may be conditioned upon the inclusion in the lease of such provisions as Franchisor may reasonably require, including, without limitation

3 3 1 Providing that the initial term of the lease, or the initial term together with renewal terms, shall be for not less than five (5) years,

3 3 2 Providing that the lessor consents to Developer's or its affiliate's use of such Proprietary Marks and initial signage as Franchisor may prescribe for the applicable Restaurant,

3 3 3 Providing that the use of the premises for each Restaurant shall be restricted solely to the operation of the applicable Restaurant,

3 3 4 Prohibiting Developer or its affiliate from subleasing or assigning all or any part of its occupancy rights or extending the term of renewing the lease without Franchisor's prior written consent,

3 3 5 Lessor's providing to Franchisor copies of any and all notices of default given to Developer or its affiliate under the lease,

3 3 6 Providing for Franchisor's right to enter the premises of the applicable Restaurant to make modifications necessary to project the Proprietary Marks or the System or to cure any default under the applicable Franchise Agreement or under the lease,

3 3 7 Providing for Franchisor's or (Franchisor's designee's) option, upon default, expiration or termination of the Franchise Agreement, and upon notice to lessor, to assume all of Developer's or its affiliate's rights under the lease terms, including the right to assign or sublease

3 4 Developer acknowledges that Developer is solely responsible for locating and securing sites acceptable to Franchisor and for negotiating leases for the sites acceptable to Franchisor Developer shall submit to Franchisor the information developed at Developer's expense that Franchisor requests concerning any site and lease proposed by Developer for Franchisor's approval under this Agreement at any time as Franchisor may request Developer acknowledges and agrees that Franchisor's review of the site information and lease (if any), presentation of a site to Developer, and/or approval does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for a Restaurant or any of the lease terms or for any other purpose, or of its compliance with any federal, state or local laws, codes or regulations, including, without limitation, the applicable provisions of the Americans with Disabilities Act regarding the construction, design and operation of the Restaurant Franchisor's presentation and/or approval of the site and/or lease (if any) indicates only that Franchisor believes the site and lease complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation Both Developer and Franchisor acknowledge that application of criteria that have been effective with respect to other sites and premises under the System may not be predictive of potential for all sites and leases and that, subsequent to Franchisor's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of a site or lease Such factors are unpredictable and are beyond Franchisor's control Franchisor shall not be responsible for the failure of a site or lease presented or approved by Franchisor to meet Developer's expectations as to revenue or operational criteria Developer further acknowledges and agrees that its acceptance of a franchise for the operation of the Restaurant at the site or lease is based on its own independent investigation of the suitability of the site or the lease

3 5 Recognizing that time is of the essence, Developer agrees to develop, open and operate in the Development Area the number of Restaurants by the dates described in the

Development Schedule and Section 1 1 of this Agreement If Developer fails to develop, open and operate the number of Restaurants in the Development Area described in the Development Schedule by the respective dates set forth in the Development Schedule, Franchisor shall have the right, without notice to Developer to terminate this Development Agreement automatically, and Franchisor shall have the right to establish and operate, and license others to establish and operate, Wings Over restaurants within the Development Area, subject to Section 3 6 herein

3 6 Notwithstanding the foregoing, if Developer or its affiliates opens and operates additional Restaurants ahead of the time period designated in the Development Schedule, Franchisor will credit these additional Restaurants to the Developer's subsequent period of performance under the Development Schedule If Developer or its affiliates fails to open the cumulative number of new Restaurants required in the Development Area as of the end of the applicable period specified in the Development Schedule, Developer shall have until the conclusion of the next twelve (12) month period to comply with its obligations under the Development Schedule If, at the end of such twelve (12) month period, the Developer is unable to open the number of Restaurants required under the Development Schedule for the applicable period, Developer shall be permitted to operate its existing Restaurants, but this Agreement shall terminate automatically without notice to Developer

3 7 An "affiliate" of Developer hereunder shall mean any entity in which a principal of Developer has at least a fifty-one percent (51%) ownership interest

4 **TERM**

4 1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder shall expire on the earlier of (1) the last date specified in the Development Schedule, or (2) the date when Developer has open and in operation all of the Restaurants required by the Development Schedule

4 2 Upon expiration of this Agreement as set forth in Section 4 1 of this Agreement

4 2 1 Developer shall not have any right to establish any Wings Over restaurants for which a Franchise Agreement has not been executed by Franchisor at the time of expiration, and

4 2 2 Franchisor shall be entitled to establish and operate, and license others to establish and operate Wings Over restaurants under the System and Proprietary Marks in the Development Area, except as may otherwise be provided under any Franchise Agreement which has been executed between Franchisor and Developer

5 **DUTIES OF FRANCHISOR**

5 1 For each Restaurant developed hereunder, Franchisor shall furnish to Developer the following

5 1 1 Such site selection consultation as Franchisor may deem advisable, and

5 1 2 Such on-site evaluation as Franchisor may deem advisable as part of its evaluation of Developer's request for site approval, provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to Franchisor's receipt of such information and materials required under Section 3 2 hereof, including, but in no way limited to, a description of the proposed site and a site review form or other evidence satisfactory to Franchisor which confirm Developer's favorable prospects for obtaining the proposed site If on-site evaluation is deemed necessary and appropriate by Franchisor, Developer shall conduct up to two (2) on-site evaluation for each Restaurant at Franchisor's cost if the proposed site is located within one hundred (100) miles of Franchisor's then-current principal place of business For each additional on-site evaluation (if any) or for an on-site evaluation of a proposed site located more than one hundred (100) miles from Franchisor's then-current principal place of business, Franchisor may require, in its sole discretion, that Developer reimburse Franchisor for Franchisor's reasonable expenses, including, without limitation, the costs of travel, lodging, and meals

6 DUTIES OF DEVELOPER

6 1 Developer accepts the following obligations

6 1 1 A Developer which is a corporation shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Agreement

6 1 1 1 Developer shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to operating the Franchised Business

6 1 1 2 Copies of Developer's Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to Franchisor

6 1 1 3 Developer shall maintain stop-transfer instructions against the transfer on its records of any equity securities, and each stock certificate of Developer shall have conspicuously endorsed upon its face 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 assignments by this Agreement, provided, however, that the requirements of this Section 6 1 1 3 shall not apply to a publicly-held corporation

6 1 1 4 Developer shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Developer and shall furnish the list to Franchisor upon request

6 1 2 A Developer which is a partnership shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Agreement

6 1 2 1 Developer shall furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto

6 1 2 2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by this Agreement

6 1 2 3 Developer shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Developer

6 1 3 A Developer which is a limited liability company shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Agreement

6 1 3 1 Developer shall furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto

6 1 3 2 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the this Agreement

6 1 3 3 Developer shall prepare and furnish to Franchisor, upon request, a list of all members in Developer

6 2 Developer shall comply with all of the other terms, conditions and obligations of Developer under this Agreement

6 3 If Developer is a corporation, partnership or limited liability corporation, or if any successor to or assignee of Developer is a partnership or limited liability corporation, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit "C"

7 <u>TRANSFER OF INTEREST</u>

7 1 Franchisor shall have the right to transfer, assign or delegate all or any part of its rights or obligations herein to any person or legal entity, Developer agrees hereby to consent to any such assignment and delegation and to execute any documents in connection therewith as reasonably requested by Franchisor Any such assignment shall be binding upon and inure to the benefit of Franchisor's successors and assigns

7 2 Developer understands and acknowledges that the rights and duties set forth in this Agreement are unique to Developer, and are granted in reliance on the business skill, financial capacity and personal character of Developer or Developer's owners Accordingly, neither Developer nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other

legal entity which directly or indirectly controls Developer shall transfer or assign this Agreement or shall sell, assign, transfer, convey, or give away any direct or indirect interest in Developer (including any direct or indirect interest in an corporate, partnership or limited liability company Developer), in Developer's business, or in substantially all the assets of Developer without the prior written consent of Franchisor The Franchisor's consent shall not be unreasonably withheld Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 8 2 of this Agreement

7 3 Franchisor shall not unreasonably withhold its consent to a transfer of this Agreement, or any direct or indirect controlling interest in this Agreement, or of Developer's business, or of substantially all of the assets of Developer, provided, however, that if a transfer, alone, or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring this Agreement, a controlling interest in Developer or substantially all of Developer's assets, Franchisor may, in its sole discretion, require as a condition of its approval any or all of the following as conditions of its approval

7 3 1 That all of Developer's accrued monetary obligations to Franchisor and its affiliates and all other outstanding obligations related to the terms and conditions under this Agreement shall have been satisfied,

7 3 2 That Developer is not in default of any material provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Developer and Franchisor or its subsidiaries and affiliates,

7 3 3 That the transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and their respective officers, directors, agents, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules, and ordinances,

7 3 4 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Developer's obligations under this Agreement, and, if the obligations of Developer were guaranteed by the transferor, that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor,

7 3 5 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards, possesses a good moral character, business reputation and credit rating, has the aptitude and ability to conduct the business contemplated herein (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to comply with the Development Schedule,

7 3 6 That the transferee (and, if the transferee is other than an individual, such owners of a legal or beneficial interest in the transferee as Franchisor may request) shall execute (and/or, upon Franchisor's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Agreement, Franchisor's then-current standard form of Development Agreement, which agreement shall supersede this Agreement in all respects and the terms of which agreement may differ from the terms of this Agreement, provided, however, that the Development Schedule thereunder shall be the same as in this Agreement,

7 3 7 That Developer remain liable for all of the obligations of Developer's business prior to the effective date of the transfer and execute any and all instruments reasonably requested by Franchisor to evidence such liability,

7 3 8 That each Restaurant which has opened and been approved for operation by Franchisor is in full compliance with all the conditions and terms of the Franchise Agreement for such Restaurant,

7 3 9 That Developer shall pay to Franchisor a transfer fee of Twelve Thousand Dollars ($12,000), or such greater amount as necessary to reimburse Franchisor for its legal, accounting, training, and other expenses incurred in connection with the transfer However, in the case of a transfer to a corporation formed by Developer for the convenience of ownership, no such transfer fee shall be required, and, in case of a transfer to a transferee due to death of the Developer, the transfer fee shall be Five Thousand Dollars ($5,000), and

7 3 9 That transferor shall have first offered to sell such interest to Franchisor pursuant to Section 7 6 hereof

7 4 Developer shall use its best efforts in the event it grants a security interest in any of the assets of the business licensed hereunder to cause the secured party to agree that in the event of any default by Developer under any documents related to the security interest, Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of Developer, it being understood that such right of Franchisor may be subordinate to the rights of Developer's lenders or landlord

7 5 Developer acknowledges and agrees that each condition which must be met by the transferee developer is necessary to assure such transferee's full performance of the obligations hereunder

7 6 If any party holding any direct or indirect interest in this Agreement, in Developer, in the Developer's business, or substantially all of the Developer's assets (the transfer of which interest would have the effect of transferring this Agreement, a controlling interest in Developer, Developer's business, or in substantially all of Developer's assets), or if Developer desires to accept any bona fide offer from a third party to purchase such interest, the seller shall notify Franchisor in writing of the terms of such offer, and shall provide such information and documentation relating to the offer as Franchisor may require and the Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to

send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party If Franchisor elects to purchase the seller's interest, closing on such purchase shall occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer Failure of Franchisor to exercise the option afforded by this Section 7 6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 7, with respect to a proposed transfer If the seller's interest is not sold by Developer within six (6) months from the date it is offered to Franchisor, then Developer must re-offer to sell to Franchisor prior to the sale to a third party In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Franchisor at Franchisor's expense, and the appraiser's determination shall be binding

7 7 Upon the death or mental or physical incapacity for a period greater than six (6) months of any person with a controlling interest in this Agreement or in Developer, the transfer of which requires Franchisor's consent as provided in Section 7 3 hereof, the executor, administrator, or personal representative of such person shall transfer such interest within nine (9) months after such death or mental incompetency to a third party approved by Franchisor Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 7, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement If the interest is not disposed of within one hundred eighty (180) days, Franchisor may terminate this Agreement If the heirs or beneficiaries are unable to meet such qualifications, or if Franchisor rejects a proposed transferee, the personal representative will be granted an additional one hundred and eighty (180) days to dispose of the deceased's interest in this Agreement which disposition is subject to all terms and conditions for transfers contained in this Agreement

7 8 Franchisor's consent to a transfer under this Section 7 shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee

7 9 Sections 7 2 and 7 3 shall not apply to transfer by Developer of a less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation which has securities registered under the Securities Exchange Act of 1934

8 DEFAULT AND TERMINATION

8 1 Developer shall be deemed in default under this Agreement, and all rights granted herein shall automatically terminate, without notice to Developer, if Developer falsifies any information or material provided by the Developer to Franchisor, if Developer terminates or repudiates this Agreement orally or in writing, if Developer shall become insolvent or makes a general assignment for the benefit of creditors, if a petition in bankruptcy is filed by Developer or such a petition is filed against and consented to by Developer, if Developer is adjudicated a bankrupt or insolvent, 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 is filed and consented to by Developer, if a receiver or other custodian (permanent or temporary) of Developer's business or assets or any part thereof is appointed by any court of competent jurisdiction, if proceedings for a composition with creditors under any state or federal law should be instituted by or against Developer, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), if execution is levied against Developer's business or assets, if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Developer and not dismissed within thirty (30) days, or if the real or personal property of any of Developer's Restaurants shall be sold after levy thereupon by any sheriff, marshal or constable

8 2 If Developer fails to comply with or to perform any of the terms, conditions or obligations of (1) this Agreement, (2) any Franchise Agreement or any other agreement between Developer or any of Developer's affiliates and Franchisor, its affiliates or subsidiaries, or (3) makes or attempts to make a transfer or assignment in violation of Section 7 2 hereof, such failure or action shall constitute a default under this Agreement Upon such default, Franchisor shall have the right to terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon receipt by Developer of written notice

8 3 Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Restaurants for which a Franchise Agreement has not been executed by Franchisor at the time of termination Franchisor shall have the right to establish and operate, and to license others to establish and operate, Wings Over restaurants under the System and the Proprietary Marks in the Development Area, except as may be otherwise provided under any Franchise Agreement which has been executed between Franchisor and Developer

8 4 No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties hereto Default under this Development Agreement shall constitute default under any other Development Agreement between the parties hereto

8 5 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or equity

9 COVENANTS

9 1 Developer covenants that, during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer (or, if Developer is a corporation,

partnership or limited liability company, a principal, general partner or member of Developer approved by Franchisor) shall devote full time and best efforts to the management and operation of the business contemplated hereunder, including the establishment and operation of the Restaurants to be developed hereunder

9 2 Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable confidential information, including, without limitation, information regarding the site selection and marketing methods and techniques of Franchisor and the System and that Developer has the right and obligation under this Agreement to identify sites and develop the Development Area for the benefit of the System Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity

9 2 1 Divert or attempt to divert any present or prospective business or customer of any Franchised Businesses or any Wings Over restaurant to any competitor, 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 Proprietary Marks and the System,

9 2 2 Employ or seek to employ any person who is at that time employed by Franchisor or by any other developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, or

9 2 3 Own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that (a) offers or sells products or services which are the same as or similar to the products and services being offered by the Franchised Businesses under the System, including, without limitation, boneless chicken wings, bone in chicken wings, and ribs, and (b) is, or is intended to be, located at or within

9 2 3 1 the Development Area, or

9 2 3 2 fifteen (15) miles of any business operating under the Proprietary Marks

9 3 Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, for a continuous uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 7 of this Agreement, (b) expiration of this Agreement, (c) termination of this Agreement (regardless of the cause for termination), (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 9 3, or (e) any or all of the foregoing, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that (i) offers or sells products or services which are the same as or similar to the products and services offered by the Franchised Businesses under the

System, ıncludıng, but not lımıted to, provıdıng boneless chıcken wıngs, bone ın chıcken wıngs, and rıbs, and (ıı) ıs, or ıs ıntended to be, located at or wıthın

9 3 1 the Development Area, or

9 3 2 fifteen (15) mıles of any busıness operatıng under the Proprıetary Marks,

provıded, however, that Sectıon 9 2 2 and thıs Sectıon 9 3 shall not apply to the operatıon by Developer of any busıness under the System whıch may be franchısed by Franchısor to Developer under a wrıtten Franchıse Agreement

9 4 Sectıons 9 2 2 and 9 3 shall not apply to ownershıp by Developer of a less than five percent (5%) beneficıal ınterest ın the outstandıng equıty securıtıes of any corporatıon whıch has securıtıes regıstered under the Securıtıes Exchange Act of 1934

9 5 Developer understands and acknowledges that Franchısor shall have the rıght, ın ıts sole dıscretıon, to reduce the scope of any covenant set forth ın Sectıons 9 2 and 9 3, or any portıon thereof, wıthout Developer's consent, effectıve ımmedıately upon receıpt by Developer of wrıtten notıce thereof, and Developer agrees that ıt shall comply forthwıth wıth any covenant as so modıfied, whıch shall be fully enforceable notwıthstandıng the provısıons of Sectıon 13 hereof

9 6 Developer expressly acknowledges that the exıstence of any claıms ıt may have whıch Developer may have agaınst Franchısor, whether or not arısıng from thıs Agreement, shall not constıtute a defense to the enforcement by Franchısor of the covenants ın thıs Sectıon 9

9 7 Developer acknowledges that Developer's vıolatıon of the terms of thıs Sectıon 9 would result ın ırreparable ınjury to Franchısor for whıch no adequate remedy at law may be avaılable, and Developer accordıngly consents to the ıssuance of, and agrees to pay all court costs and reasonable attorneys' fees ıncurred by Franchısor ın obtaınıng, an ınjunctıon prohıbıtıng any conduct by Developer ın vıolatıon of the terms of thıs Sectıon

9 8 At the request of Franchısor, Developer shall provıde Franchısor wıth executed covenants sımılar ın substance to those set forth ın thıs Sectıon 9 (ıncludıng covenants applıcable upon the termınatıon of a person's relatıonshıp wıth Developer) from any other person employed by Developer who has receıved traınıng from Franchısor All covenants requıred by thıs Sectıon 9 8 shall be ın the form attached as Exhıbıt "D" to thıs Agreement and shall ıdentıfy Franchısor as a thırd party beneficıary of such covenants wıth the ındependent rıght to enforce them

10 <u>INDEPENDENT CONTRACTOR AND INDEMNIFICATION</u>

10 1 Franchısor and Developer agree that thıs Agreement does not create a fiducıary relatıonshıp between them, that Developer shall be an ındependent contractor, and that nothıng ın thıs Agreement ıs ıntended to constıtute eıther party an agent, legal representatıve, subsıdıary, joınt venturer, partner, employee, or servant of the other for any purpose whatsoever

10 2 During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor operating pursuant to this Agreement Developer agrees to take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the franchised premises, the content of which Franchisor reserves the right to specify

10 3 Nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, nor shall Franchisor be liable by reason of any act or omission of Developer in its operation hereunder or for any claim or judgment arising therefrom against Franchisor Developer shall indemnify and hold Franchisor and its affiliates, and their respective officers, directors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with Developer's operations hereunder, as well as the costs, including attorneys' fees, of the indemnified party in defending against them

11 APPROVALS AND WAIVERS

11 1 Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor therefor, and except as otherwise provided herein, any approval or consent granted shall be in writing

11 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, advice, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor

11 3 No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms hereof Waiver by Franchisor of any particular default of Developer shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature, nor shall any delay, force, or omission of Franchisor to exercise any power or right arising out of any breach of default by Developer of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants, or conditions of this Agreement

11 4 Neither Franchisor, Franchisor's affiliates, nor Developer shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, the inability of Franchisor or its affiliates to distribute chicken wings, ribs, and specialty sandwiches, fire, flood, natural disasters, acts of God, delays in deliveries by common carriers, governmental

acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility Provided, however, this clause shall not apply to and not result in an extension of (1) the time for payments to be made by Developer as required by Section 2 hereof, or (2) the term of this Agreement

12 NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery, excluding electronic mail, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party

Notices to Franchisor	Matcal, Inc 29 School St , Westfield, MA 01085 Attn Mr Harold Tramazzo
Notices to Developer	________________ ________________ ________________ Attn ________________

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery

13 ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between Franchisor and Developer concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced Developer to execute this Agreement Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from 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 Nothing in this Agreement or in any related agreement between Franchisor and Developer is intended to disclaim the representations in Franchisor's Franchise Disclosure Document

14 SEVERABILITY AND CONSTRUCTION

14 1 If, for any reason, any section, part, term, provision, and/or covenant 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, provisions, and/or covenants of this Agreement as may remain otherwise intelligible, and the latter shall continue to

be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement

14 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, shareholders, agents, and employees, and such of Franchisor's successors and assigns as may be contemplated by Section 7 hereof, any rights or remedies under or by reason of this Agreement

14 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 or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed 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 or agency order

15 APPLICABLE LAW AND DISPUTE RESOLUTION

15 1 This Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Massachusetts In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to the application of Massachusetts conflict-of-law rules If, however, any provision of this Agreement would not be enforceable under the laws of Massachusetts and if Developer is located outside of Massachusetts and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state

15 2 Except as otherwise provided herein, the parties hereto first agree to endeavor to settle in an amicable manner by mediation all disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, at the office of JAMS located in or closest to Franchisor's principal place of business, as reasonably determined by Franchisor in accordance with the mediation rules of JAMS The following shall supplement and, in the event of a conflict, shall govern such mediation The parties shall select one (1) mediator from a list provided by JAMS JAMS shall only list available attorneys with at least ten (10) years of experience in the practice of franchise law In selecting the mediator from the list provided by JAMS, the parties shall make the selection by the striking method The parties shall each bear all of their own costs of mediation, provided, however, the fees of the mediator shall be divided equally between Franchisor and Developer The parties hereto agree that mediation shall not be required with respect to (a) any claim or dispute involving any payment obligation of Developer that is more than forty-five (45) days past due, (b) any claim or dispute involving actual or threatened disclosure or misuse of Franchisor's confidential information, (c) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (d) any claim or dispute involving the indemnification provisions of this Agreement, or (e) any action by Franchisor to enforce the covenants set forth in Section 9 of this Agreement

15 3 Except as otherwise provided in Section 15 2 hereof, all disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, shall be settled by arbitration at the office of JAMS located in Boston, Massachusetts in accordance with the Federal Arbitration Act and the Comprehensive Arbitration Rules and Procedures of JAMS The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed by the Federal Arbitration Act, as amended The following shall supplement and, in the event of a conflict, shall govern any arbitration The parties shall select one arbitrator from the panel provided by JAMS and the arbitrator shall use the laws of Massachusetts for interpretation of this Agreement In selecting the arbitrator from the list provided by JAMS, Franchisor and Developer shall make the selection by the striking method Franchisor and Developer shall each bear all of their own costs of arbitration, however, the fees of the arbitrator shall be divided equally between Franchisor and Developer The arbitrator shall have no authority to amend or modify the terms of the Agreement Franchisor and Developer further agree that, unless such a limitation is prohibited by applicable law, neither Franchisor nor Developer shall be liable for punitive or exemplary damages, and the arbitrator shall have no authority to award the same To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Developer Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District Court for Massachusetts and, if confirmed, may be subsequently entered in any court having competent jurisdiction This agreement to arbitrate shall survive any termination or expiration of this Agreement

15 4 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 cumulative of every other right or remedy

15 5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Developer and Franchisor, or Developer's operation of the Developer's business, brought by Developer against Franchisor, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or such action shall be barred

15 6 Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it

15 7 Nothing herein contained (including, without limitation, Section 15 3, above, regarding arbitration) shall bar Franchisor's right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions

15 8 Except as provided by Sections 15 2 and 15 3 hereof, Developer shall pay to Franchisor all damages, costs, and expenses, including all court costs, mediation costs, arbitration costs, and reasonable attorney's fees, and all other expenses incurred by Franchisor in enforcing any obligation or in defending against any claim, demand, action, or proceeding related to this Agreement, including, but not limited to the obtaining of injunctive relief

16 DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

16 1 Developer acknowledges that it has conducted an independent investigation of the business franchised hereunder, 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 (or, if Developer is a corporation, partnership or limited liability company, the ability of its principals) as an independent businessperson 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, except as provided in Franchisor's franchise disclosure document

16 2 Developer acknowledges that it received Franchisor's current franchise disclosure document at least fourteen (14) calendar days prior to the date on which this Agreement was executed Developer further acknowledges that it received a completed copy of this Agreement, and all related agreements attached to the franchise disclosure document, with any changes to such agreements unilaterally and materially made by Franchisor at least seven (7) calendar days prior to the date on which this Agreement and all related agreements were executed

16 3 Developer acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that Franchisor has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement

16 4 Developer acknowledges that under applicable U S law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), Franchisor is prohibited from engaging in any transaction with any Specially Designated National or Blocked Person "Specially Designated National" or "Blocked Person" shall mean (1) those persons designated by the U S Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national" or "blocked person" or similar status, (2) a person engaged in, or aiding any person engaged in, acts of terrorism, as defined in the Order, or (3) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business Currently, a listing of such designations and the text of the Order are published at the Internet website address, www ustreas gov/offices/enforcement/ofac Accordingly, Developer represents and warrants to Franchisor that as of the date of this Agreement, neither Developer nor any person holding any ownership interest in Developer, controlled by Developer, or under common control with Developer is a Specially Designated National or Blocked Person, and that Developer (1) does not, and hereafter shall not, engage in any terrorist activity, (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity, and

(3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity Developer agrees that Developer shall immediately provide written notice to Franchisor of the occurrence of any event which renders the representations and warranties in this Section 16 4 incorrect

16 5 In the event of any default on the part of either party hereto, in addition to any other remedies of the aggrieved party, the losing party shall pay to the prevailing party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as a result of any such default

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written

DEVELOPER	**MATCAL, INC**
By ____________________	By ____________________
Name ____________________	Name ____________________
Title ____________________	Title ____________________
Home Address ____________________	
____________________	
Home Phone Number ____________________	

EXHIBIT A TO
"WINGS OVER"
DEVELOPMENT AGREEMENT

DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

1 Each Wings Over restaurant developed under this Development Agreement shall be located in the following area or as reflected in the attached map (if any)

____

____

____

2 Recognizing that time is of the essence, Developer agrees to satisfy the development schedule set forth below

On or Before	New Restaurants to be Opened	Cumulative Total Number of Restaurants Required to be Open and in Operation
__ months from the Effective Date (the "First Development Period")		
__ months from the end of the First Development Period (the "Second Development Period")		
__ months from the end of the Second Development Period (the "Third Development Period")		
Each successive __ month period from the end of the Third Development Period until the ____ months following the Effective Date (the "Fourth Development Period")		
The __ month period following the Fourth Development Period		

EXHIBIT B TO
"WINGS OVER"
DEVELOPMENT AGREEMENT

FRANCHISE AGREEMENT

The form of Matcal, Inc Franchise Agreement currently offered by Franchisor is attached

EXHIBIT C TO
"WINGS OVER"
DEVELOPMENT AGREEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to Matcal, Inc ("Franchisor") to execute the Development Agreement between Franchisor and ______________________________ ("Developer") dated ____________ 20__ (the 'Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Developer's obligations under the Agreement will be punctually paid and performed

Upon demand by Franchisor, the undersigned will immediately make each payment to Franchisor required of Developer under the Agreement The undersigned hereby waive any right to require Franchisor to (a) proceed against Developer for any payment required under the Agreement, (b) proceed against or exhaust any security from Developer, or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Developer, and agree to be bound by any and all such amendments and changes to the Agreement

The undersigned hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein

The undersigned hereby acknowledge and agree to be individually bound by all of the covenants contained in Section 9 of the Agreement

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other guarantors will continue in full force and effect

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 15 of the Agreement This Guarantee shall be interpreted and construed under the laws of the State of Massachusetts In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to, and without giving effect to, the application of the State of Massachusetts conflict of law rules

The Guarantors agree that the dispute resolution and attorney fee provisions in Section 15 of the Agreement are hereby incorporated into this Agreement by reference, and references to "Developer" and the "Development Agreement" therein shall be deemed to apply to "Guarantors" and this "Guarantee," respectively, herein

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or rejected delivery, excluding electronic mail, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party

Notices to Franchisor	Matcal, Inc 29 School St , Westfield, MA 01085 Attn Mr Harold Tramazzo
Notices to Guarantors	________________ ________________ ________________ Attn ________________

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement

GUARANTORS

____

Print Name ________________

____

Print Name ________________

____

Print Name ________________

EXHIBIT D TO
"WINGS OVER"
DEVELOPMENT AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

In consideration of my position as ____________ of _____________ (the "Developer"), and One Dollar, receipt of which is acknowledged, I hereby acknowledge and agree that

1 Matcal, Inc (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment and operation of franchised businesses ("Franchised Businesses"), which feature the carry-out and delivery of and offer for sale to the public boneless chicken wings, bone in chicken wings, jumbo wings, St Louis style ribs, specialty fried or broiled chicken sandwiches, wraps, hamburgers and other approved items (the "System")

2 As an employee of the Developer, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Developer, such as information relating to recipes, prepared mixtures or blends of flavors, drawings, materials, or equipment of the Franchisor and the System related to the establishment and operation of Franchised Businesses which are beyond the present skills and experience possessed by me This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Developer

3 I will hold in strict confidence all information designated by the Franchisor or the Developer as confidential Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the confidential information only in connection with my duties as an employee of the Developer My undertaking not to disclose confidential information is a condition of my position with the Developer, and continues even after I cease to be in that position

4 While in my position with the Developer, I will not do anything which may injure the Developer or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any Franchised Business to any competitor, by direct or indirect inducement or otherwise, (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System, or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any Developer of the Franchisor (including the Developer), or otherwise directly or indirectly induce such person to leave his or her employment

5 While in my position with the Developer and for two (2) years after I cease to be in my position with the Developer, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that (a) offers, sells or manufactures products or services which are the same as or similar to the products and services being offered by Franchised Businesses under the System, including, without limitation, chicken wings and ribs, and (b) is, or is intended to be, located at or within

(1) the Development Area, the boundaries of which I acknowledge have been described to me, or (2) within a radius of five (5) miles of any business operating under the Franchisor's marks

6 The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Developer I am aware that my violation of this Agreement will cause the Franchisor and the Developer irreparable harm, therefore, I acknowledge and agree that the Franchisor and/or the Developer may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity, and I agree to pay the Franchisor and the Developer all the costs it/they incur/s, including without limitation attorneys' fees, if this Agreement is enforced against me Due to the importance of this Agreement to the Franchisor and the Developer, any claim I have against the Franchisor or the Developer is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Development Agreement, and that such meaning has been explained to me

7 The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof, and I agree to comply with any covenant as so modified

8 This Agreement shall be construed under the laws of the Commonwealth of Massachusetts The only way this Agreement can be changed is in a writing signed by both the Developer and me

Signature ____________________________

Name ________________________________

Address ______________________________

Title __________________________

Date __________________________

ACKNOWLEDGED BY DEVELOPER

By ____________________________

Name __________________________

Title ___________________________

EXHIBIT E

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EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES
(as of our September 30, 2016 fiscal year end)

A CURRENT FRANCHISEES

Connecticut

WINGS OVER BRISTOL, CT
728 Farmington Avenue
Bristol, CT 06010
Owner Savin Foods USA, Inc
Tel 860-589-WING (9464)

WINGS OVER WEST HARTFORD, CT
1026 Boulevard
West Hartford, CT 06119
Owner Savin Foods USA, Inc
Tel 860-236-WING (9464)

WINGS OVER NEW HAVEN, CT
56 Whitney Ave
New Haven, CT 06510
Owner Savin Foods USA, Inc
Tel 203-782- WING (9464)

WINGS OVER NEWINGTON, CT
1044 Main St
Newington, CT 06111
Owner Savin Foods USA, Inc
Tel 860-666-WING (9464)

WINGS OVER STORRS, CT
1254 Storrs
Storrs, CT 06268
Owner Savin Foods USA, Inc
Tel 860-429-WING (9464)

Massachusetts

WINGS OVER BOSTON, MA
325 Huntington Ave
Boston, MA 02115
Owner Savin Foods USA, Inc
Tel 617-266-WING (9464)

WINGS OVER BROOKLINE, MA
477 Harvard St
Brookline, MA 02446
Owner Savin Foods USA, Inc
Tel 617-264-WING (9464)

WINGS OVER FRAMINGHAM, MA
624 Waverly St
Framingham, MA 01702
Owner WingTime, LLC
Tel 508-628-WING (9464)

WINGS OVER SOMERVILLE, MA
519 Somerville Ave
Somerville, MA 02143-3238
Owner Savin Mass Wings
Tel 617-666-WING (9464)

WINGS OVER WORCESTER, MA
One Kelley Square
Worcester, MA 01604
Owner WingTime, LLC
Tel 508-421-WING (9464)

WINGS OVER SPRINGFIELD, MA
1219 Parker St
Springfield, MA 01129
Owner Mark Simonds
Tel 413-783-WING (9464)

WINGS OVER LOWELL, MA
26A Market Street
Lowell, MA 01852
Owner Savin Foods USA, Inc
Tel (978) 441-WING (9464)

New Jersey

WINGS OVER RUTGERS, NJ
152 Easton Ave
New Brunswick, NJ 08901
Owner SIARIS, Inc
Tel 732-543-1111

New York

WINGS OVER ALBANY, NY
1704 Western Ave
Albany, NY
Owner ALBS WINGS LLC
Tel 518-862-WING (9464)

WINGS OVER FARMINGDALE, NY
221 Main St
Farmingdale, NY 11735
Owner JD Mac Inc
Tel 516-756-WING (9464)

WINGS OVER ROCHESTER, NY
2973 W Henrietta Road
Rochester, NY 14623
Owner JPK Wings, LLC
Tel (585) 272-WING (9464)

WINGS OVER SARATOGA, NY
103 West St
Saratoga, NY 12866
Owner Eric Goodrich
Tel 518-584-8200

WINGS OVER SYRACUSE, NY
315 Nottingham Road,
Syracuse, NY 13210
Owners AIAE Syracuse, LLC
Tel (315) 445-WING (9464)

Ohio

WINGS OVER BOWLING GREEN
215 E Wooster St
Bowling Green, OH 43402
Tel (419) 352-OVER (6837)
Owners Tallaga Investments/Taylor Cook

Pennsylvania

WINGS OVER HAPPY VALLEY, PA
536 Westerly Parkway
(Westerly Parkway Plaza)
State College, PA 16801
Owner MDF, LLC
Tel 814-237-5700

Rhode Island

WINGS OVER PROVIDENCE, RI
725 Hope St
Providence, RI 02906
Owner Albo, LLC
Tel 401-272-WING (9464)

Vermont

WINGS OVER BURLINGTON, VT
150 Dorset St
South Burlington, VT 05403
Owner Wild Mountain Wings
Tel 802-863-WING (9464)

Virginia

WINGS OVER CHARLOTTESVILLE, VA
2029 Ivy Road
Charlottesville, VA 22903
Owner MSM Wings, Inc
Tel 434-964-WING (9464)

Wisconsin

WINGS OVER MADISON
2739 University Avenue
Madison, Wisconsin 53703
Owner Mad Town Wings
Tel 608-467-3300

WINGS OVER MILWAUKEE
1434 East Brady Street
Milwaukee, Wisconsin 53202
Owner Milwaukee Wings, Inc
Tel (414) 278-WING (9464)

B CURRENT DEVELOPMENT AGREEMENTS

None

C FORMER FRANCHISEES

Bruce McPhereson
Ithaca, NY
Tel 607-435-3114

D FORMER DEVELOPERS

None required to be disclosed