2017
FRANCHISE DISCLOSURE DOCUMENT

WOW Cafe & Wingery Franchising Account, LLC
a Louisiana limited liability company
180 New Camellia Boulevard, Suite 100
Covington, Louisiana 70433
Telephone: (985) 792-5776
Facsimile: (985) 792-1201
E-mail: ryans@ballardbrands.com
Website: http://www.wowcafefranchise.com

As a franchisee you will own and operate a retail restaurant business under the name WOW Cafe & Wingery. A WOW Cafe restaurant features American fare, fast, casual dining, including wings, wraps, sandwiches, salads, burgers, drinks and other general food products under the name WOW Cafe.

The total investment necessary to begin operation of a unit franchise is between $234,400.00 and $779,500.00 depending on the size and type of model chosen. This investment price includes the initial franchise fee of $15,000.00 to $35,000.00 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 in connection with the proposed franchise sale. **Note, however that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact the Franchise Development Director for WOW Cafe & Wingery Franchising Account, LLC at 180 New Camellia Blvd., Suite 100, Covington, Louisiana 70433 or 985-792-5776 x116.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

Issuance date: April 1, 2017 (The issuance date is not the effective date for registration states.)

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 of 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 H** 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 LITIGATION/ARBITRATION/MEDIATION ONLY IN LOUISIANA. OUT OF STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE/ARBITRATE/MEDIATE WITH US IN LOUISIANA THAN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA 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. THE FRANCHISE AGREEMENT DOES NOT PROVIDE THE FRANCHISEE WITH AN EXCLUSIVE TERRITORY.

4. WE MAY ESTABLISH WOW CAFE RESTAURANTS AND OTHER FOOD SERVICE FACILITIES IN MALLS, STADIUMS, SCHOOLS, AIRPORTS, MILITARY BASES, ETC. WITHIN YOUR MARKET AND 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 YOU.

5. UPON EARLY TERMINATION OF THE FRANCHISE AGREEMENT, YOU MUST PAY US AN EARLY TERMINATION FEE BASED ON THE AVERAGE MONTHLY ROYALTY AND MARKETING FEE OBLIGATIONS FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT.

6. ALL OWNERS OF ANY ENTITY ENTERING INTO A FRANCHISE AGREEMENT WILL BE REQUIRED TO EXECUTE A PERSONAL GUARNATEE. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE UNIT OWNER(S) AT RISK.

7. THERE MAY BE OTHER RISKS CONCERING 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 this franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration to appear on the following page.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise regulation and disclosure laws, with the following effective dates:

STATE	**EFFECTIVE DATE**
California	May 19, 2016
Hawaii	
Florida (exemption)	March 24, 2016
Illinois	April 28, 2016
Indiana	November 4, 2016
Maryland	May 23, 2016
Michigan	July 25, 2016
Minnesota	May 9, 2016
New York	July 25, 2016
North Carolina	May 3, 2016
North Dakota	May 5, 2016
Rhode Island	
South Dakota	
Texas (exemption)	June 6, 2010
Virginia	September 16, 2016
Washington	April 24, 2016
Wisconsin	June 9, 2016

TABLE OF CONTENTS

ITEM

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document, "we," "us," "our," or "WOW Cafe" means WOW Cafe & Wingery Franchising Account, LLC, the Franchisor. "You" means the person who buys the franchise, including a corporation, partnership, Limited Liability Company or other legal business entity ("business entity"). If you are a legal entity, certain provisions of the unit franchise agreement and its attachments apply to your shareholders, officers, directors, members or partners.

We are a Louisiana limited liability company formed on January 23, 2004. We do business under the trade name WOW Cafe American Grill & Wingery and our business entity name, WOW Cafe & Wingery Franchising Account, LLC We do not do business or intend to do business under any other name. Our principal business address is 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433. Our agents for service of process are disclosed in Exhibit E.

We began offering unit franchises in January 2004. As of December 31, 2016, WOW Cafe & Wingery Franchising Account, LLC did not own or operate any WOW Cafe American Grill & Wingery restaurants.

We are also an affiliate of New Orleans Brew, LLC that franchises the PJ's Coffee of New Orleans concept.

Our Parent, Predecessors and Affiliates

We have no parent.

Our predecessor is Wingery, LLC, a Louisiana limited liability company. The WOW Cafe & Wingery concept was started by Paul Ballard and award winning chef, George Rhode, IV in December 2001 when Wingery, LLC opened the first WOW Cafe & Wingery restaurant in Covington, Louisiana. Wingery, LLC began offering franchises in January 2002. In August 2003, Wingery, LLC transferred to us all of its assets, including its rights to its existing franchise in New Orleans and the right to sell future franchises, but excluding the original Covington, Louisiana location. Wingery, LLC's principal address is 70456 Highway 21, Suite 1, Covington, Louisiana 70433. As of December 28, 2008, Wingery, LLC owned and operated the original Covington, Louisiana location. Wingery, LLC is also our affiliate due to the common ownership interest by Paul Ballard in both entities.

We have one affiliate through common ownership that offers the following franchise:

New Orleans Brew, LLC, is a Louisiana limited liability company doing business as PJ's Coffee of New Orleans, with its principal place of business at 180 New Camellia Blvd., Suite 100, Covington, LA 70433 ("PJ's"). Paul Ballard, Steven Ballard and Scott Ballard are all principals. The other principals of New Orleans Brew, LLC have no affiliation or decision-making authority with WOW Cafe. New Orleans Brew, L.L.C is a Louisiana limited liability company organized in January 2008. On June 17, 2008, New Orleans Brew, LLC, and their affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ's USA, Inc. and PJ's Wholesale, Inc. for substantially all of the assets of the PJ's franchise system and coffee roasting business. As of the date of this Disclosure Document, there are 80 PJ's franchised units in operation.

New Orleans Brew, LLC has not offered franchises for any other line of business.

New Orleans Brew, LLC has not operated any other type of business (franchise or otherwise).

The above affiliate will offer franchises using its own Franchise Disclosure Document. You may face competition from the above concept because this concept may be established in close proximity to your Unit. This affiliate has total discretion where to permit their franchisees to operate.

Except as described above, we have no parents, predecessors or other affiliates required to be included in this Item.

The Franchise Offered

Through a unit franchise, we grant you a WOW Cafe restaurant whose primary business is the sale of food and related products under the name and service mark "WOW Cafe American Grill& Wingery." The type of business that you will operate will be referred to in this franchise disclosure document as a "unit franchise" or "WOW Cafe Business." WOW Cafe has developed its unique system ("System") which allows its customers to enjoy quality food, such as wings, wraps, sandwiches, salads, burgers, drinks and other general food products which are reasonably priced and served within a short period of time.

WOW Cafe developed and owns a System which you will utilize in your unit franchise business. The franchise agreement is attached to this disclosure document as Exhibit A. This System includes specialized training, methods of operation, uniform standards, distinctive decor and design, and advertising and promotional programs to assist you in operating your unit franchise. WOW Cafe will also provide you with certain confidential recipes and formulas, supplier lists, operations and training manuals, and other confidential information and methods for managing your unit franchise. The WOW Cafe unit franchise is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, such as "WOW Cafe American Grill & Wingery" ("Proprietary Marks"). The WOW Cafe trade names and marks will be referred to in this franchise disclosure document as "Proprietary Marks."

Market and Competition

The market for the products sold in a WOW Cafe unit franchise is the general public. American fare, fast, casual dining, including wings, wraps, sandwiches, salads, burgers, drinks and other general food products is fairly common in most markets. The market may be affected by general economic conditions and is seasonal in most areas. The market is highly competitive and you will be competing with other businesses and restaurants, both national and local, offering similar food items. National and local restaurants may also develop similar menu items and national and local supermarkets and other retailers may carry some of the same or similar product lines.

You should investigate all general laws in evaluating the franchise. It is your sole responsibility to obtain and keep all necessary permits required by public authorities.

Government Regulation

Local, state and federal laws and regulations will apply to the business operations of your WOW Cafe Business. Food service, health and sanitation laws and regulations will also directly apply to the preparation of your food and handling of other food related products. In addition, you must comply with all local, state, and federal laws that apply to your WOW Cafe Business including health, sanitation, non-smoking, EEOC, OSHA, discrimination, employment and sexual harassment laws. The Americans with

Disabilities Act of 1990 requires readily accessible accommodations for disabled people and, therefore, may affect your building construction, entrance ramps, doors, seating, bathrooms and parking. You must obtain building permits, other licenses, and operational permits and certifications. You should consult with your attorney concerning these and other local laws and ordinance that may affect your WOW Cafe Business.

ITEM 2

BUSINESS EXPERIENCE

Owner: Paul Ballard

Since July of 1995, Paul Ballard has been the owner and manager of Rainbrew, LLC in the New Orleans area. Since June of 1999, Mr. Ballard has also owned and managed City Blend, LLC in the New Orleans area. From December of 2001 to August of 2003, Mr. Ballard owned, managed and served as President of Wingery, LLC in the New Orleans area. Since August of 2003 Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC

Owner: Scott Ballard

From August of 1997 to May of 2002, Scott Ballard served as the President and CEO of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From April of 2002 until August of 2003, Mr. Ballard was the Executive Vice President of Business Development and Finance of Wingery, LLC. Since August of 2003, Mr. Ballard has served as the Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC in Covington, Louisiana.

Owner: Steven Ballard

From December of 1997 to May of 2002, Steven Ballard served as the Vice President of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From May of 2002 until August of 2003, Mr. Ballard was the Chief Operations Officer for Wingery, LLC. Since August of 2003, Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC.

President: Peter J. Boylan III

From May of 1995 to May of 2005, Peter Boylan III served as the Director of National Accounts for Coca-Cola Company. From May of 2005 to July of 2008, Mr. Boylan worked for Enterprise Media Networks as their Vice President of Sales. From August of 2008 to March of 2011, Mr. Boylan served as Executive Vice President of Sales & Marketing for NTN Communications. From April of 2011 to October of 2011, Mr. Boylan worked for Delphi Digital as their Vice President of Business Development. Since April of 2010, Mr. Boylan has served on the Board of Advisors for WOW Café & Wingery Franchising Account, LLC & New Orleans Roast, LLC; a position he currently holds. In October of 2011, Mr. Boylan joined WOW Café & Wingery Franchising Account, LLC as the Executive Vice President and Chief Development Officer. As of June of 2016, Mr. Boylan was promoted to President of WOW Café & Wingery Franchising Account, LLC.

Executive Vice President & Chief Development Officer: David Mesa Jr., CFE

Prior to joining Ballard Brands, LLC Mr. David Mesa, Jr. had been with Planet Beach Franchising Corporation since December of 2003 progressively holding more executive roles at the world headquarters than any other executive, most recently serving as their President of Franchise Operations where he was instrumental in their growth from 60 to over 350 locations. Prior to joining Planet Beach, Mr. Mesa served eight years as Director of Business Operations for Allegis Group, the largest privately held staffing company in the United States, Mr. Mesa also served eight years in the United States Marine Corp. as an Air Traffic Controller. In March 2005, he received the designation of Certified Franchise Executive (CFE) by the International Franchising Association for his work and study in the franchise industry and has maintained that designation to date. Mesa is also a member of the International Institute for Franchise Education.

Chief Financial Officer: Jeffery Giavotella

From 1996 to 2003 Mr. Giavotella held various executive roles at Lifeguard International in Pensacola, Florida, an Air and Ground Ambulance Service, including Director of Marketing, Director of Finance, and later in his tenure, Vice President and Partner. From 2003 to 2007, Mr. Giavotella invested, owned, and operated various restaurant franchise concepts in Baton Rouge, Louisiana. In January of 2007, Mr. Giavotella joined WOW Cafe & Wingery in Covington, Louisiana, as the Vice President of Finance and Technology. As of July of 2010, Mr. Giavotella was promoted to Chief Financial Officer.

Director of Marketing: Reid Nolte

From January of 2003 until January of 2006, Reid Nolte was a marketing and real estate analyst for Marrano Marc Equity in West Seneca, New York. From September of 2005 until December of 2005, Mr. Nolte served as a Marketing Manager and coordinator for RMI Promotions in Williamsville, New York. From January of 2007 until May of 2008, Mr. Nolte has served as WOW Cafe & Wingery's Marketing Assistant. Mr. Nolte currently serves as the Director of Marketing of WOW Cafe & Wingery, a position he has held since 2008. Mr. Nolte also serves as Director of Marketing of New Orleans Brew, LLC, a position he has held since June of 2008. Mr. Nolte serves in his present capacities in Covington, Louisiana.

Vice President of Operations: Patrick Shaheen

From August of 1996 to July of 2000, Mr. Shaheen served as Operations Consultant for Smoothie King Franchises in Kenner, Louisiana. In August of 2000, Mr. Shaheen was promoted to Sr. Operations Consultant for Smoothie King Franchises, a position he held until June of 2002. From July of 2002 to April of 2004, Mr. Shaheen served as Regional Director of Operations for Raving Brands in Atlanta, Georgia, under the Planet Smoothie Brand. From April of 2004 to January of 2006, Mr. Shaheen served as Business Development Manager for Reily Foods, in New Orleans, Louisiana, under the national Evamor Water Brand. From January of 2006 to August of 2008, Mr. Shaheen served as the Director of Operations for WOW Cafe & Wingery in Covington, Louisiana. Mr. Shaheen currently serves as Vice President of Operations for WOW Cafe & Wingery and New Orleans Brew, LLC in Covington, LA, positions he has held since August of 2008.

Director of Franchise Development: Ryan J. Stansbury, CFE

Prior to joining WOW Cafe & Wingery in May of 2010, Mr. Stansbury worked for Planet Beach Franchising Corporation ("PBFC") in Marrero, Louisiana. From August of 2001 to July of 2004, Mr.

Stansbury was a Franchise Licensing Representative for PBFC. From July of 2004 to May of 2008, Mr. Stansbury oversaw the Design & Construction Department of PBFC. In May of 2008, Mr. Stansbury became Director of Location Development for PBFC. During Mr. Stansbury's tenure with PBCF, he was instrumental in their growth from 50 locations to over 350 locations both domestically and internationally. In February 2007, he received the designation of Certified Franchise Executive (CFE) by the International Franchising Association for his work and study in the franchise industry and has maintained that designation to date. Currently, Mr. Stansbury serves as the Franchise Development Director for WOW Cafe & Wingery in Covington, Louisiana.

Area Developer: East Coats Wings, Inc.

East Coast Wings, Inc., acts as the Area Developer for the territory containing the States of Maryland, Virginia, and the District of Columbia. East Coast Wings, Inc., is an area representative for WOW Café and Wingery Franchising Account, LLC, and cannot enter into any franchise agreement on its own. Franchise Agreements may only be granted by WOW Café and Wingery Franchising Account, LLC. East Coast Wings has acted as area representative for WOW Café and Wingery Franchising Account, LLC, July 24, 2007.

Area Developer: Wing Time, Inc.

Wing Time, Inc., acts as the Area Developer for the territory containing the States of New Jersey, Pennsylvania, and Delaware. Wing Time, Inc., is an area representative for WOW Café and Wingery Franchising Account, LLC, and cannot enter into any franchise agreement on its own. Franchise Agreements may only be granted by WOW Café and Wingery Franchising Account, LLC. Wing Time, Inc., has acted as area representative for WOW Café and Wingery Franchising Account, LLC, January of 2006.

ITEM 3

LITIGATION

Pending Actions

Loetta Runions and Adam Runions v. WOW Café and Wingery Franchising Account, LLC, Griffin Hospitality, LLC and Scottsdale Insurance Company, 32nd Judicial District Court for the Parish of Terrebonne, State of Louisiana, Case No. 177021. This is a personal injury lawsuit arising from a trip and fall incident which is alleged to have occurred on or about May 12, 2015 at a WOW Café Franchise Unit located in Houma, Louisiana. All allegations to this suit have been denied by all defendants.

Concluded Actions

Darryl Greene vs. WOW Cafe and Wingery Franchising Account, LLC *et al*., District Court of Maryland Case # AW-07-CV-725, filed March 20, 2007. The case resulted from a dispute between Darryl Greene and Maureen Dugart a/k/a Maureen Chinsammy, the 2 co-owners of the Largo, Maryland franchise. Mr. Greene purchased all outstanding shares of the franchise and is now the sole owner of that franchise. This case was dismissed by Mr. Greene before we were served and the matter was closed.

Osama Salem vs. WOW Cafe & Wingery Franchising Account, LLC, *et al*., District Court of Maryland Case #RDB 07CV2219, filed August 21, 2007. Mr. Salem is an alleged "Silent Partner" of Mr.

Chinsammy and Mr. Johnson (see Johnson & Greene lawsuits above and below). Mr. Salem filed suit against WOW Cafe and his former partners for return of his investment. Plaintiff is seeking monetary damages in the amount of $250,000.00 plus attorney fees and court cost. This case was dismissed on February 6, 2008.

Commonwealth of Virginia, ex rel. v. WOW Cafe & Wingery Franchising Account, LLC, *et al.* Case No. SEC-2008-00089, Virginia State Corporation Commission, filed January 27, 2009. Based on an investigation by the Division of Securities, WOW Cafe & Wingery Franchising Account, LLC was found to have violated Sections 13.1-560 and 13.1-563 of the Virginia Retail Franchising Act. WOW Cafe was ordered to: i) pay the Commission's investigation cost of $1,500; ii) pay a $3,000.00 monetary penalty; iii) offer rescission to the identified Virginia franchisees; and iv) agree not to violate the Virginia Retail Franchising Act in the future. A settlement order was entered on January 27, 2009 and the case was dismissed on February 3, 2009.

Clark Johnson v. WOW Cafe & Wingery Franchising Account, LLC, *et al.*, Case No. 07-11316, 22nd Judicial District Court, Parish of St. Tammany, Louisiana, filed March 21, 2007. Franchisee, Clark Johnson is seeking to have us recognize him as an area developer in Maryland or pay him $325,000.00, the amount he claims to have paid to Richard Chinsammy, a former area developer, in a transaction that was not disclosed to us or approved by us. This matter was dismissed on WOW's motion due to abandonment by the Plaintiff.

Spencer Franchise Services of Georgia, Inc. v. WOW Café & Wingery Franchising Account, LLC., Case No. 5:12-cv-470, United States District Court for the Middle District of Georgia. This case resulted from a dispute between WOW Café and an Area Developer in connection with the rights and obligations under an Area Development Agreement. This case was dismissed on Motion of WOW Café and the matter is closed.

Spencer Franchise Services of Georgia, Inc. v. WOW Café and Wingery Franchising Account, L.L.C., Case No. 14-31024, United States Court of Appeals for the Fifth Circuit. Area Developer, Spencer Franchise Services of Georgia, Inc., filed suit for breach of an Area Development Agreement and Addendum alleging that WOW failed to satisfy its obligations under the agreement including but not limited to failing to sell a certain number of franchises per year for several years, in accordance with a development schedule. Spencer's claim was dismissed, with prejudice, by the United States District Court for the Eastern District of Louisiana on WOW's Motion. The Court agreed with WOW that the contract in question contained a typographical error that warranted rescission of the contract. Spencer appealed the dismiss and the United States Fifth Circuit reversed and remanded back to the District Court level. After the matter was remanded back to the Federal District Court, the parties reach an amicable resolution and the matter was dismissed.

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

ITEM 4

BANKRUPTCY

WOW Cafe Vice President of Operations, Patrick Shaheen, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on February 23, 2011. In re Shaheen, No. 11-10539 (E. La. 2011). On April 4, 2011, the bankruptcy court confirmed the trustee's petition of disclaimer and abandonment.

Other than the above, no bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Unit Franchise Fee: The initial unit franchise fee can range from $15,000 to $35,000 depending on the type of model chosen. The initial unit franchise fee is payable when you sign the Franchise Agreement. The initial unit franchise fee is fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by us entering into the Franchise Agreement, and for our lost or deferred opportunity to enter into the Franchise Agreement with others. The initial unit franchise fee is based on the type of model chosen.

The initial unit franchise fee is based on the type of model chosen. Please review the following table to determine your initial franchise fee:

Type of Model	Description	Initial Franchise Fee
Full Service	Full service restaurant between 3,000-3,800 square feet featuring a full menu, wait staff and optional bar	$35,000.00
Café Model	Café model restaurant between 1,800 – 3,000 square feet featuring a condensed menu and limited wait staff	30,000.00
Quick Service Restaurant Model ("QSR Model")	500-1,800 square feet with a common eating area and possible a common kitchen- i.e. airports, shopping malls, sports arenas, hotels, university campuses, health care facilities, and government & military facilities	$25,000.00
Special Contracts Full Service	Full service restaurant between 3,000-3,800 square feet- i.e. Restaurant in/on hotels, university campuses, health care facilities, and government & military facilities	$15,000.00

Type of Model	Description	Initial Franchise Fee
Special Contracts Café Model or QSR Model	Typically 500-3,000 square feet with a common eating area and possibly a common kitchen- i.e. airports, shopping malls, sports arenas, hotels, university campuses, health care facilities, and government & military facilities	$15,000.00

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Full Service Royalty Fee[FN1]	5% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe ; uniformly imposed; non-refundable
Café Model Royalty Fee [FN1]	5% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe ; uniformly imposed; non-refundable
QSR Royalty Fee[FN1]	6% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts Full Service Royalty Fee [FN1]	3% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts Full Service Royalty Fee [FN1]	8% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts Café or QSR Model Royalty Fee [FN1]	3% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts Café or QSR Model Royalty Fee[FN1]	8% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable

Type of Fee	Amount	Due Date	Remarks
Full Service Marketing Fee[FN2]	2% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Café Model Marketing Fee [FN2]	2% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
QSR Marketing Fee[FN2]	2% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts- Full Service Marketing Fee[FN2]	0% - 1% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Special Contracts – Café or QSR Model Marketing Fee[FN2]	0% - 1% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to WOW Cafe; uniformly imposed; non-refundable
Cooperative Fee [FN3]	1% up to 3% of gross sales	Established by cooperative	As designated by your cooperative; not uniformly imposed
Interest on Late Payments	Prime plus 2.5% per annum or the maximum rate allowed by the applicable federal and/or state law	Immediately	Payable to WOW Cafe; non-refundable; not uniformly imposed

Type of Fee	Amount	Due Date	Remarks
Training Fees and Expenses[FN4]	No fee charged for initial training programs. Expenses relating to training could be between $2,500 and $8,000. After your first training program you may have to pay WOW Cafe a fee for conducting additional training programs. This fee could be between $1,500 and $4,000.	Expenses for initial training programs – as incurred before commencement of operation. Fee for additional training—as incurred	Payable to WOW Cafe; uniformly imposed
Refurbishment Costs [FN5]	$5,000 - $45,000	After 3 years from signing of Franchise Agreement	Payable to approved contractor/vendor; not uniformly imposed
Audit Fees [FN6]	$2,500 - $10,000	After audit and gross sales are determined to be understated	To designated auditor; not uniformly imposed
Transfer Fees[FN7]	$17,500	At the time of transfer	Payable to WOW Cafe when, and if, you transfer your franchise; uniformly imposed; non-refundable
Renovation Construction Plans [FN8]	$1,500 - $10,000	Approved/designated architecture firm upon renovation	Payable to approved contractor/vendor; not uniformly imposed
Returned Checks [FN9]	$50 for each occurrence	As incurred	Payable to WOW Cafe ; uniformly imposed
Replacement Fee for Manuals	$500 for Recipe Manual/ Book; $250 for each other Manual	Upon replacement of manual for loss, theft or destruction	Payable to WOW Cafe ; uniformly imposed

Type of Fee	Amount	Due Date	Remarks
Early Termination Fee	The average monthly Royalty and Marketing Fees during the preceding 12 month period multiplied by the number of months remaining in the term of the franchise agreement.	30 days prior to the early closing of the store.	You must provide WOW Cafe with 90 days written notice of the termination of your franchise agreement
Gift Card Program	$40 monthly fee	Monthly	Payable to approved vendor
Costs for Inspection and Testing of Products/Supplies	$500-$2,500	As incurred	Payable to WOW Café by proposed supplier/manufacturer/ distributor

Notes

General Comments:

All fees must be payable to WOW Cafe. Unless otherwise stated, these fees are non-refundable. During the term of the Franchise Agreement, WOW Cafe may offer additional services not currently contemplated, for which WOW Cafe may charge a fee. WOW Cafe will automatically withdraw all fees from your bank account on a weekly or monthly basis.

(1) Royalty Fee: You must pay the appropriate percentage of your weekly gross sales to WOW Cafe beginning the date you open for business. This payment or withdrawal will be made within five business days of week's end. The term "gross sales" shall mean the amount of sales of any and all products and services sold in, on, about, from, or from such other place on behalf of your WOW Cafe Business, including, without limitation, concessions, off premises or catering or delivery by you, whether for cash or on a charge, credit or time basis, including the reasonable market value of any goods or services sold or traded in any barter or trade transaction, without reserve or deduction for inability or failure to collect, and including income of every kind and nature related to your WOW Cafe Business. Where not prohibited by law, "gross sales" shall mean and include any and all net revenue earned as a result of video gaming, including but not limited to video poker and video bingo. "Gross sales" shall not include the amount of any excise or sales tax levied on retail sales and payable over to the appropriate governmental authority. In computing gross sales, you may deduct the amount of overrings, refunds, allowances, or discounts to customers (including coupon sales) provided that such amounts have been included in gross sales and provided that you comply with the requirements, including time limits, established by WOW Cafe from time to time in writing, relating to reporting and taking credits against gross sales.

(2) Marketing Fee: You must pay the appropriate percentage of your weekly gross sales to WOW Cafe beginning the date you open for business for a marketing fee. This payment or withdrawal will be made within five business days of week's end.

(3) Cooperative Fee: You may be required to participate in a marketing and promotional cooperative ("Cooperative") with other WOW Cafe franchisees. Upon becoming a member of a Cooperative, you must pay 1% up to 3% of your weekly gross sales to the Cooperative.

(4) Training Fees: You must pay all personal expenses incurred by you or your employees in training programs, including costs and expenses of transportation, lodging, meals, and wages and employee benefits. WOW Cafe will not charge for the attendance by up to three persons representing you at the initial franchise management training program.

Additional training sessions are available at your request and expense, or at WOW Cafe's request and your expense. Your attendance at additional training sessions is mandatory if requested by WOW Café or if they are scheduled in your state. Additional training sessions will be conducted at either your WOW Cafe Business or another franchisee's WOW Cafe Business, if the participation of multiple franchisees is involved. We may not mandate more than two additional training sessions in a twelve (12) month period. We may require you to pay us an additional training fee for each additional training session, which fee shall not exceed $4,000. For additional training sessions, we will provide the instructors and instructional materials, but you must pay all personal expenses incurred by you or your employees in training programs, including costs and expenses of transportation, lodging, meals, and wages and employee benefits. Additional training sessions shall not extend beyond five (5) days. The content of additional training will include management and operations training.

(5) Refurbishment Costs: WOW Cafe may ask you to refurbish, remodel or modify your location at your expense after three (3) years from signing the Franchise Agreement to conform to the then-current building design, trade dress and color schemes. The cost of this refurbishment depends upon the extent and amount of work performed. These costs are estimated to range between $5,000 and $45,000.

(6) Audit Fees: WOW Cafe has the right to review the financial statements submitted by you. If it is determined by an independent certified public accountant that you provided false information and the amount of gross sales was understated by more than two percent, then you are responsible to pay any and all accountant's fees incurred by WOW Cafe The cost of this audit is estimated to be $2,500 - $10,000 but the cost will vary depending on the amount of work performed by the accountant.

(7) Transfer Fee: If your transfer results in a transfer of control, you must pay WOW Cafe $17,500.00.

(8) Renovation Construction Plans: You must pay the fees and costs associated with obtaining the plans necessary to complete the refurbishment described in Note 5 above. The fees and costs associated with the renovation construction plans will vary, but should range between $1,500 - $10,000.

(9) Returned Checks: You must pay $50 to WOW Cafe for each check you issued to WOW Cafe that is returned by the bank due to insufficient funds, plus all other damages allowed by applicable statute.

(10) California: If the Franchisee is located in the State of California, no interest fee as described above shall exceed ten percent (10%) annual, as prescribed by law.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Initial Investment Chart				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$15,000.00-$35,000	Lump Sum	Upon signing of franchise agreement	WOW Cafe & Wingery Franchising Account, LLC
Real Estate Lease for Premises[FN1]	$6,000 - $40,000	As arranged	Upon lease execution	Lessor
Fixtures and Equipment[FN2]	$75,000 - $205,000	As arranged	Before opening	Approved Suppliers
Opening advertising	$5,000	As arranged	Within first month of opening	Advertising
Travel and living expenses while training [FN3]	$3,500 - $8,500	As arranged	Before opening	Airlines, hotels and restaurants
Insurance[FN4]	$2,400 - $3,000	As arranged	Before opening	Agent/company of your choice
Furniture	$6,000 - $22,000.00	As arranged	Before opening	Approved Suppliers
Other prepaid expenses, such as deposits, licenses and various permits[FN5]	$1,000 - $3,500	As arranged	Before opening	Suppliers and Government Agencies
Opening inventory[FN6]	$10,000 - $20,000	As arranged	Before opening	Approved Suppliers
Signage	$6,000 - $18,000	As arranged	Before opening	Approved Suppliers

Initial Investment Chart				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Leasehold improvements[FN7]	$65,000 - $338,000	As arranged	As arranged	Approved General Contractor and Suppliers
Small wares	$6,000 - $12,000	As arranged	Before Opening	Approved Suppliers
Legal, accounting & organizational costs	$4,500 - $7,000	As arranged	As arranged	Government, Attorneys, Accountants
Additional funds-3 months[FN8]	$27,500	As arranged	As arranged	Suppliers. Employees
Construction Drawings [FN9]	$1,500 – $35,000	As arranged	As arranged	WOW Café and/or Approved Suppliers
TOTAL	**$234,400 - $779,500**			

General Comments. The above figures are estimates of the complete investment in establishing your WOW Cafe Business and it is possible to significantly exceed these costs in any of the areas listed above. Your actual investment will depend upon many different factors like location, amount of space leased, amount of leasehold improvements, and your ability to efficiently manage and coordinate the construction and opening of your Business. The amounts paid to WOW Cafe are non-refundable unless otherwise stated. The refund ability of amounts paid to third parties depends upon your negotiations with these parties. The following notes are integral to the understanding of the financial commitment required to successfully establish and operate your WOW Cafe Business. You should review the notes thoroughly.

(1) Real Estate Lease for WOW Cafe Premises. Locations for WOW Cafe Businesses are typically within shopping centers and suburban shopping areas. Typically, you would lease an existing location in a strip center or other commercial shopping center and remodel the location to conform to the current design specifications of WOW Cafe Businesses. You may also lease the land and an existing facility and convert the facility to your WOW Cafe Business or enter into a build-to-suit lease under which lease the landlord agrees to construct a structure which is used as your WOW Cafe Business and lease the land and the building back to you. You may also purchase the land and build the facility yourself. The cost of land may vary dramatically depending upon a multitude of factors and it varies by city and region. WOW Cafe has not included costs for land acquisition. You must perform a thorough investigation in your local area concerning land, site, leasehold and construction costs. These costs may vary significantly from location to location and are dependent upon factors like the general cost, location and availability of commercial real estate in your market area and the amount of space desired.

Lease payments vary considerably depending upon regional and local factors and the type of lease negotiated by you. For a typical WOW Cafe Business, you must lease approximately 1,800 to 3,800 square feet of space. Lease payments for a typical WOW Cafe Business usually range from $1,500 to $10,000 per month ($18,000 to $120,000 per year) depending upon the size, location and market demand for the property. The rate may be higher for regional mall sites or locations in high demand. WOW Cafe estimates that the range given will cover a deposit and first three month's rent.

(2) Fixtures and Equipment. WOW Cafe will provide a complete list of equipment needs and specifications. WOW Cafe estimates that the range given will also be enough to purchase the initial decor package and other miscellaneous equipment. The decor package and equipment must comply exactly with the designer and/or architectural plans specified by WOW Cafe.

(3) Travel and living expenses while training. These costs will depend on the distance you must travel, the type of accommodations, the number of attendees and any wages paid by you to the associates attending training. The costs listed include estimates for reasonably priced transportation, lodging and meals for three people. The costs do not include wages paid for associates or employees attending training, local restaurants or other attractions in New Orleans, which can significantly increase your costs and affect the quality of your training.

(4) Insurance. You must procure comprehensive liability, property and other types of insurance coverages as provided in your Franchise Agreement, lease and as required by law. The estimate given in the chart is for the initial payment for the first year's premium for a customary comprehensive general liability policy in the amount of $1 Million Dollars (minimum) per occurrence, business interruption insurance, and $1 Million Dollars (minimum) aggregate with full replacement value of business contents coverage. You also must list WOW Cafe as an additional insured.

(5) Other prepaid expenses. These costs include installation charges and deposits for a business telephone line, utilities, occupational licensing, health and other permits, and, in some areas, zoning fees.

(6) Opening inventory. WOW Cafe estimates that the range given will be sufficient to cover a supply of, food, beverages, menus, uniforms and other supplies for the opening of your WOW Cafe Business.

(7) Leasehold improvements. The cost of the improvements will vary depending upon the condition and type of building leased and the willingness of the lessor to contribute to the construction or remodeling of your Business. Costs could exceed the estimates provided if remodeling is extensive and the lessor does not contribute significantly to the costs of remodeling your Business. WOW Cafe will provide a complete list of improvements and design and decor criteria for your Business.

(8) Additional funds. This amount reflects the minimum suggested amount of additional funds you will need for the first three months to operate your WOW Cafe Business. This amount includes the following items: salaries and wages, payroll taxes, advertising, product purchases, payment of royalties, uniforms, utility bills, ongoing professional fees, freight and other miscellaneous administrative and operating expenses.

(9) Construction Drawings. You must obtain construction drawings and make certain improvements and modifications to the particular building you lease to conform to the decor and design of other WOW Cafe Businesses. The cost of the construction drawings typically ranges from $1,500 to $35,000, depending upon the project scope, size of the project and requirements of the city and/or state in which you are building. WOW Café may offer the service of preparing pre-construction drawings to aid the preparation of the complete construction drawing set. The pre-construction drawings may include existing and proposed floor plan, reflected ceiling plan, equipment and furniture plan, finishes and details, and typical elevations plan. The fee for the pre-construction drawings prepared by WOW Café ranges from $500 to $2,500.

Total investment. WOW Cafe relied on its prior experience in this business to compile these estimates.

Financing. WOW Cafe does not offer, either directly or indirectly, financing to you for any items.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Designated Suppliers and Specifications: To maintain the reputation, goodwill, high standards, quality and uniformity of our System, franchisees must purchase services, products and supplies which meet certain specifications. These specifications may include minimum standards for building size, leasehold improvements, zoning, lease provisions, location criteria, qualifications of architects or contractors, signs, equipment, quality, quantity, delivery, performance, design, appearance, durability, style and other related restrictions. You must also use only the standard forms approved by WOW Cafe and use and display sales, marketing and promotional material provided in the manner and for the time periods designated by WOW Cafe. You must ensure that all items and printed materials used in your WOW Cafe Business bear the Proprietary Marks in the manner required by WOW Cafe. WOW Cafe considers these specifications to be of critical importance to the success of the System. These specifications are listed in the Manuals or are otherwise provided to you in writing. These specifications may be revised by WOW Cafe from time to time. If a supplier does not meet our specifications stated in the Manuals or as provided to you in other written materials, we may require you to stop using that supplier.

Purchases from Designated and Approved Suppliers: You must purchase certain proprietary and confidential mixes manufactured for WOW Cafe from approved companies designated by WOW Cafe. WOW Cafe's authorized national distribution companies allow for the distribution of uniform product lines throughout the system and the ability to obtain discounts on volume purchasing from manufacturer sources. WOW Cafe considers your use of the designated products essential to the success of the System. WOW Cafe may, at any time, change the source of these designated products.

You must purchase or lease all other equipment, inventory, supplies, products, services, and materials required for the operation of your WOW Cafe Business in accordance with specifications set by WOW Cafe and from approved suppliers, except for general office supplies, office equipment and other general business items. These items may be purchased from any supplier. WOW Café estimates that the required purchases and leases to be made by the franchisee in establishing the business will be approximately 40% to 50% of all purchases and leases to be made by the franchisee. WOW Café estimates that the required purchases and leases to be made by the franchisee in operating the business will be approximately 36% to 43% of the purchases and leases needed to the operation of the business. For your benefit, WOW Cafe negotiates purchase arrangements, including favorable price terms, with approved suppliers. You do not receive any material benefits from WOW Cafe if you use designated or approved suppliers. However, purchasing or leasing from unapproved suppliers or using products that do not meet WOW Cafe's specifications is a default of your Franchise Agreement, and WOW Cafe may terminate your Franchise Agreement and/or pursue its other remedies available to it under the Franchise Agreement. A default under your Franchise Agreement may also be cause for WOW Cafe to not renew your Franchise Agreement or disqualify you from opening additional franchises. WOW Cafe does not provide any goods to you.

WOW Cafe is not an approved supplier of any product or service. All approved suppliers are listed in WOW Cafe's Operations Manual or are otherwise provided to you in writing.

WOW Cafe's affiliate, New Orleans Roast, LLC, is an approved wholesaler of coffee and tea products. Our owners, Paul Ballard, Steven Ballard, and Scott Ballard, own an interest in New Orleans Roast, LLC. New Orleans Roast, LLC sells coffee and tea products to certain approved suppliers who supply coffee and tea products to WOW Cafe franchisees. The prices charged by approved suppliers of coffee and tea products to WOW Cafe franchisees are retail market prices.

You should be aware that there might be price increases in any or all of the items you must purchase from suppliers and other third parties. Costs of goods from approved suppliers may fluctuate from month to month. The volume of purchases, usage, vendor minimums, inventory turns, ingredient costs, market demand and other similar factors determines prices charged to you. Additionally, freight charges may not be uniform for all locations. Freight charges will depend upon the location of your Business from supplier's warehouse and the number of other WOW Cafe Businesses in your area. When entering new markets you should be aware that your freight costs may be higher than WOW Cafe franchises in other markets and adjust your cost projections accordingly. WOW Cafe does not know of any pending price increases, but WOW Cafe cannot guarantee that increases will not occur.

Revenues from Franchisee Purchases: We receive, directly or indirectly, revenue from suppliers based on purchases by WOW Cafe's franchisees to cover our expenses, overhead and profit. The revenue may be based on volume or per unit sales for purchase of food, beverages, seasonings, kitchen machinery, sanitation supplies, and other products ("Rebate Products"). During our last fiscal year, that ended December 25, 2016, our revenue from suppliers based on purchases of Rebate Products by WOW Cafe franchisees was approximately $391,533 or 17_____% of our total revenue of approximately $2,292,574______________, based on our audited financial statements for our last fiscal year.

WOW Café also receives revenue in the form of Royalties and Franchise. For the 2016 Fiscal Year, WOW Café received revenues of $1,786,341 from Royalties, $114,700__________ from Franchise Fees, and $391,533_________ from vendor incentives, for a total revenue of $2,292,574__________.

In the year ending December 25, 2015, New Orleans Roast, LLC's revenues from the sale of coffee and tea products to WOW Cafe franchisees was $21,057. This information was obtained from New Orleans Roast, LLC's purchasing records. The purchase of coffee and tea products will represent approximately 3.5% of your total purchases during the operation of your WOW Cafe Business. New Orleans Roast, LLC pays us a 15% rebate on all coffee and tea products purchased by WOW Cafe franchisees.

Compliance with Specifications and Approval of Alternative Suppliers/Third Party Providers: If you desire to purchase items from an unapproved supplier who you believe meets the specifications of WOW Cafe, you and the supplier must submit to WOW Cafe a written request for approval. WOW Cafe must advise you within a reasonable time whether these items meet its specifications. The time for approval may vary depending upon the amount of research, testing, cooperation from suppliers, and other factors involved in approving the items. WOW Cafe's approval shall not be unreasonably withheld. WOW Cafe may require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to WOW Cafe or its designee for testing. WOW Cafe may impose a charge not to exceed the reasonable actual costs of inspection and testing, which must be paid by the supplier. WOW Cafe will approve or deny the request no later than 90 days after the inspection is complete. WOW Cafe reserves the right to re-inspect the facilities and products of any previously approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of WOW Cafe's standards and specifications.

If you obtain services from third-party providers, WOW Cafe will have the right to review the terms and conditions of your arrangements and require additional information about the business background and qualifications of the providers, including personal interviews with individuals providing the services. If any third party may obtain access to confidential information, WOW Cafe may require, as a condition of approval of the provider, the signing of confidentiality and non-competition agreements in a form satisfactory to WOW Cafe. WOW Cafe may disapprove any provider, upon written notice to you, who does not demonstrate an ability to comply with the standards established for the System and to meet your needs promptly and reliably. WOW Cafe considers the following general criteria in determining whether a supplier will be approved: ability to produce or deliver the products, services, supplies or equipment in accordance with WOW Cafe's standards and specifications for quality and uniformity; production and delivery capabilities and ability to meet supply commitments; integrity of ownership (to insure that the supplier's association with WOW Cafe would not be inconsistent with WOW Cafe's image or damage WOW Cafe's goodwill); financial stability; meets minimum standards of licensing, insurance and regulatory requirements; and the negotiation of a mutually satisfactory agreement to protect WOW Cafe's intellectual property. WOW Cafe's criteria for specific types of suppliers are either made available to you in the Manuals or will be made available to you upon written request.

WOW Cafe maintains a written list of approved services, supplies (generally identified by brand name) and suppliers, which is updated and issued to you on a regular basis. WOW Cafe does not provide confidential specifications to you or suppliers, except on a limited basis; however, if a product, equipment or other item does not meet WOW Cafe's specifications, WOW Cafe will provide a written explanation within a reasonable amount of time, depending upon the testing involved as described above, as to why the product or equipment does not meet WOW Cafe's specifications. WOW Cafe formulates and modifies specifications and standards by periodically performing tests on its products and equipment in relation to new products and equipment.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Articles 1.2, 1.3 and 1.4	Item 11
b. Pre-opening purchases/leases	Articles 8.2, and 8.4	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Articles 2, 3, 4, 16.1 and 18.2	Items 6, 7, 8 and 11
d. Initial and ongoing training	Articles 3 and 13.2	Items 6, 7 and 11
e. Opening	Articles 1.2 and 2	Items 7, 8 and 11
f. Fees	Articles 6, 9.1 and 14.7	Items 5, 6, and 7
g. Compliance with standards and policies/Operating Manual	Articles 4 and 5.2	Items 8, 9, 16 and 17
h. Trademarks and proprietary information	Article 7	Items 13 and 14
i. Restrictions on products/services offered	Articles 4.5, 4.6, 5.1 and 5.2	Items 8 and 16
j. Warranty and customer service requirements	Articles 4.5 and 5.2	Not applicable

Obligation	Section in Franchise Agreement	Disclosure Document Item
k. Territorial development and sales quotas	Article 1	Item 12
l. Ongoing product/service purchases	Article 8	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Articles 4.4 and 5.4	Items 6, 8 and 11
n. Insurance	Article 16	Items 6 and 7
o. Advertising	Article 6	Items 6 and 11
p. Indemnification	Articles 7.4 and 19.1	Items 6 and 13
q. Owner's participation/management/ staffing	Article 3.2	Item 15
r. Records and reports	Article 9.2	Items 8 and 17
s. Inspections and audits	Articles 4.7, 5.6, 9.2 and 18	Items 6 and 11
t. Transfer	Article 13	Item 17
u. Renewal	Article 14	Item 17
v. Post-termination obligations	Article 15	Item 17
w. Non-competition covenants	Articles 10	Item 17
x. Dispute resolution	Article 20	Item 17
y. Personal Guaranty of all obligations of agreement	Articles 1.1, 13.1 and Exhibit C	Item 15

ITEM 10

FINANCING

WOW Cafe does not offer direct or indirect financing. WOW Cafe does not guarantee your note, lease or obligation.

ITEM 11

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

Except as listed below, WOW Cafe is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your WOW Cafe franchise, WOW Cafe will:

(1) Site Location Assistance and Approval: WOW Cafe will provide you with general site selection criteria and guidance in the selection of an acceptable site. You alone must locate an acceptable site for your WOW Cafe Business. WOW Cafe will evaluate and accept the location for your Business if it meets WOW Cafe's minimum site and lease requirements (Franchise Agreement - Article 1.4). WOW Cafe does not own any of the location premises currently leased and has no present intention to do so.

(2) Review of Lease: WOW Cafe will review the lease for the location of your WOW Cafe Business to ensure that provisions required by WOW Cafe are included in the lease and that the terms of the lease are generally acceptable to WOW café. You alone must negotiate the business and financial terms of your lease (Franchise Agreement - Article 1.4). WOW Cafe recommends that you have your own legal counsel review your lease.

(3) Approved Plans and Specifications: WOW Cafe will provide you with the specifications and layouts for the structures, equipment, furnishings, decor and signs identified with WOW Cafe Businesses and a list of approved suppliers and specifications for products, services and supplies (Franchise Agreement – Articles 2, 8, 17.1). WOW Cafe may provide or deliver some of these items directly to you. You alone must hire an architect approved by WOW Cafe for the preparation of your construction plans and specifications

(4) Review of Final Site and Construction Plans: WOW Cafe will review your final site plans and approve the decor and layout for conformity to the construction standards and specifications of the System (Franchise Agreement - Articles 1.4, 17.1).

(5) Manuals: WOW Cafe will loan to you one copy of the WOW Cafe Confidential Operations and other manuals that WOW Cafe makes available to all franchisees, if any (Franchise Agreement - Article 17.1).

(6) Training: WOW Cafe will train your personnel to operate your WOW Cafe Business (Franchise Agreement - Articles 3, 17.1). This training is described in detail later in this Item.

Post-Opening Obligations

During the operation of your WOW Cafe unit franchise, WOW Cafe will provide:

(1) On-Site Assistance: WOW Cafe and/or our Area Developer will provide you with on-site assistance upon the opening of your WOW Cafe Business. During the opening of your Business, WOW Cafe, at its expense, will provide at least one WOW Cafe representative to you at your Business location to facilitate the opening of your Business. The number of days of this on-site visit may vary, but a WOW Cafe representative will normally be on-site seven to fourteen days (Franchise Agreement – Article 17.1).

(2) Marketing and Advertising Guidance and Approval: WOW Cafe will provide you with materials and advice to support your marketing and advertising efforts (Franchise Agreement - Article 6). WOW Cafe will also approve or disapprove all advertising and promotional materials you propose to use. Advertising is explained in more detail below.

(3) Consultation: You may contact WOW Cafe, its representatives and/or your Area Developer on a periodic or as-needed basis to receive consultation and guidance concerning the operation of your Business (Franchise Agreement - Article 17.1). WOW Cafe will also provide information to you about changes and modifications to the System and Manuals, advertising and marketing activities, and provide you with forms for required reports you must submit to WOW Cafe (Franchise Agreement – Articles 4.2, 17.1). WOW Cafe will periodically, as it considers necessary, inspect your supplies, merchandise,

methods of service and merchandising and speak with you and your employees to ensure you are complying with your agreements, Manuals and the standards established for the System (Franchise Agreement - Article 4.7). WOW Cafe will not provide any legal or accounting services or advice at any time.

(4) Advanced Training: WOW Cafe will periodically, as it considers necessary, provide you with advanced training in operating your WOW Cafe Business (Franchise Agreement - Article 3).

(5) New Products and Services: WOW Cafe will evaluate and consider for approval the products or services you submit for approval for use in your Business (Franchise Agreement - Articles 8.2, 8.3).

Site Selection and Time for Opening

The Unit franchise is granted for a location to be approved by WOW Cafe. You must locate a site for your WOW Cafe Business that must be accepted by WOW Cafe. WOW Cafe's acceptance will not be unreasonably withheld. WOW Cafe will evaluate your proposed locations as soon as reasonably possible in accordance with the procedures in the WOW Cafe Operations Manual or as may be provided in other writings by WOW Cafe. Factors considered by WOW Cafe in reviewing and accepting proposed sites include population density, demographics, size of the space, rent, available parking, traffic count and patterns, ease of access, economic and population growth trends, WOW Cafe market penetration and proximity to other businesses, including other WOW Cafe Businesses. WOW Cafe also considers whether the lessor will agree to the WOW Cafe permitted use language and other required lease provisions. If WOW Cafe determines that the location is not acceptable at that time or is too close to another WOW Cafe Business, the site will not be accepted and you must locate a new site for your business. Failure to acquire a site acceptable to WOW Cafe for your business and open the business within one year of the Effective Date of your Franchise Agreement will be considered a default of your franchise agreement and is grounds for termination. (Franchise Agreement – Articles 1.3).

WOW Cafe offers franchises in both traditional and non-traditional locations. Traditional locations may include: stand alone buildings, strip centers and store fronts. Non-traditional locations are not necessarily determined by size and may or may not carry a full line of WOW Cafe products. Examples of non-traditional locations may include: enclosed mall spaces, mall food courts, airports, hotels, universities, health care facilities, government & military facilities and other locations with street access or high population density in the trade area.

The typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise and the opening of a WOW Cafe Business is three to eight months. Factors affecting this length of time include identification of a satisfactory site, lease negotiations, financing, zoning, building and other permits, construction delays (weather, labor, materials), and delivery and installation of equipment and signs. Problems or delays caused by any of these factors could delay the opening of the business beyond eight months.

Marketing

Marketing Fund: Franchisees are required to pay their appropriate percentage of their weekly gross sales to WOW Cafe's system marketing fund ("Marketing Fund") (Franchise Agreement- Article 6.1). Because of market conditions and location, certain franchise and license agreements with major food service organizations or atypical locations may or may not require a contribution or the same amount of contribution to the Marketing Fund. Outside vendors and suppliers may contribute to the Marketing Fund or a Cooperative in exchange for promoting their products or using their services. These Agreements are negotiated on an individual basis as the opportunity arises by WOW Cafe or a representative of the Marketing Fund or Cooperative.

The Marketing Fund will be maintained and administered by WOW Cafe or a third party designated by WOW Cafe. WOW Cafe will direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials, and media used in the related programs and their placement allocation media purchases. The funds collected are intended to maximize general public recognition and acceptance of the Proprietary Marks and the overall WOW Cafe Brand Awareness for the benefit of all WOW Cafe franchises, and WOW Cafe is not obligated in administering the funds to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular franchisee or Cooperative benefits directly or is prorated from expenditures by the Marketing Fund. WOW Cafe does not have to spend any amount on advertising in your area.

The Marketing Fund will be used to meet costs of administering and preparing advertising, promotional and marketing activities. These costs may include creating, producing, placing, and conducting television, radio, and print advertising campaigns; creating, producing and distributing promotional materials for use in the WOW Cafe, like signs and posters, direct mail, promotional brochures, and outdoor billboard advertising; marketing surveys and research; public relations activities; and employing advertising agencies and consultants. The coverage of the media is local, regional and national in scope. WOW Cafe engages outside marketing, advertising and graphic design companies to perform and coordinate most of the marketing and advertising activities listed above for WOW Cafe. The Marketing Fund was established in August 2004. Each year WOW Cafe has used a majority of the Marketing Fund for advertising, promotional and marketing activities. All funds not spent are kept for use the following year. During the fiscal year which ended on December 25, 2016, the Marketing Fund spent approximately seventy-five percent (75%) of its funds on the production of advertisements and other promotional materials, and approximately twenty percent (25%) for general expenses, overhead expenses and administrative expenses.

All sums paid by you into the Marketing Fund shall be kept in accounts separate from the other monies of WOW Cafe and may be used to defray any reasonable general cost, administrative costs and overhead as WOW Cafe may incur in activities reasonably included in the administration and direction of the Marketing Fund and advertising programs for you and the System. WOW Cafe or its designees shall maintain separate bookkeeping accounts for the Marketing Fund.

A statement of the operations of the Marketing Fund as shown on its books will be prepared annually and will be made available to you upon written request. An audited statement will not be prepared.

Although the Marketing Fund is intended to be of perpetual duration, WOW Cafe maintains the right to terminate the Marketing Fund. The Marketing Fund will not be terminated until all monies in the Marketing Fund have been expended for the purpose described above or returned to contributors on a prorated basis of their contributions. Currently there are no Franchisor-owned WOW Cafe Units. If WOW Cafe owns Units in the future, all such Units will contribute to the Marketing Fund on the same basis as other Franchisees.

Local Advertising Cooperatives: WOW Cafe may, in its sole discretion, establish local marketing cooperatives for the common benefit of all WOW Cafe franchisees. WOW Cafe has the right, in its sole discretion, to designate any geographical area for purposes of establishing a regional marketing and promotional cooperative ("Cooperative"), and to determine whether you must participate in a Cooperative. If a Cooperative has been established applicable to your WOW Cafe Business at the time you begin operating, you must immediately become a member of that Cooperative. If a Cooperative applicable to your WOW Cafe Business is established at any time during the term of your franchise agreement, you must become a member of that Cooperative no later than 30 days after the date on which the Cooperative begins operation. If the WOW Cafe Restaurant is within fifty (50) miles of more than one Cooperative, you are required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

a) Each member of the Cooperative must contribute one (1%) percent up to three (3%) percent of its weekly gross sales for each and every week of its operations to the Cooperative ("Cooperative Fee");

b) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by WOW Cafe;

c) Each Cooperative will be organized for the exclusive purpose of administering regional marketing and advertising programs and developing, subject to WOW Cafe's approval, standardized marketing materials for use by the members in local marking;

d) All activities and contributions to the Cooperative shall be determined by a majority vote of the members in the Cooperatives; and

e) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without WOW Cafe's prior written approval. All such plans and materials shall be submitted to: WOW Cafe's Marketing Department, Attention: Director of Marketing, 180 New Camellia Blvd, Suite 100, Covington, LA 70433. If you do not receive written disapproval within 30 business days after the date of receipt by WOW Cafe, your advertising plans and materials will be deemed approved.

WOW Cafe may elect to pay all or a portion of the Marketing Fund to a Cooperative. If WOW Cafe elects to do so and if one of the following events occurs and is not resolved by the Cooperative, then WOW Cafe reserves the right to exercise sole decision-making power over the marketing funds: (1) if a Cooperative ceases functioning; or (ii) an impasse arises because of the inability or failure of the Cooperative members to resolve any issue affecting the establishment or effective functioning of an individual Cooperative; or (iii) a Cooperative fails to function in a productive or harmonious manner; or (iv) a Cooperative is unable to approve any advertising program within a reasonable time not to exceed 30 days.

Affiliates of WOW Cafe that operate WOW Cafe franchised businesses must contribute to the Cooperative on the same basis as other members. Because of market conditions and location, certain franchise and license agreements with franchisees or licensees with major food service organizations or atypical locations may or may not require a contribution or the same amount of contribution to the Cooperative.

It is anticipated that all contributions to and earnings of the Marketing Fund and Cooperatives will be expending during the taxable year in which the contributions and earnings are received. If excess amounts remain in the Marketing Fund or any Cooperative at the end of the taxable year, all expenditures in the following taxable year shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. (Franchise Agreement – Article 6.3).

At the time of the issuance of this FDD, there is no established advertising council composed of franchisees.

Local Advertising: For the grand opening of your WOW Cafe Business, you must spend a minimum of $5,000.00 in local advertising, marketing and brand building. (Franchise Agreement – Article 6.5).

All advertising, promotional and marketing activities conducted by you in your local market area will be subject to the prior approval of WOW Cafe. You must submit to WOW Cafe (by personal delivery, facsimile or certified mail, return receipt requested) all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by WOW Cafe. If you do not receive written disapproval within 30 business days after the date of receipt by WOW Cafe, your plans and materials will be deemed approved. If any plans or materials previously approved by WOW Cafe are later disapproved, you must discontinue their use promptly upon notice from WOW Cafe.

Gift Cards and Promotional Program: You must participate in WOW Cafe's program for gift cards and gift certificates ("Gift Cards"). You must offer Gift Cards to your customers and honor all Gift Cards presented to you as payment for products, regardless of whether the Gift Card was issued by your or another WOW Cafe restaurant. You must sell, issue, and redeem Gift Cards in the manner described in the Manual or otherwise in writing, including those relating to procedures for obtaining reimbursement for Gift Cards issued by other WOW Cafe restaurants and for making timely payment to us, other WOW Café restaurants, or a third-party service provider. All funds from sales of Gift Cards must be retained in the selling franchisee's account until a monthly reconciliation of all Gift Cards sales among all franchisees is performed, at which time each franchisee's account will be debited or credited, as applicable, to account for sales and redemptions of Gift Cards. Unless state law specifies otherwise, upon the expiration of any Gift Card all unused funds shall become the property of Franchisor. (Franchise Agreement – Article 6.6).

You must pay the monthly fees that may be required by the vendor of the Gift Card system. The current fees are described in Item 6 and may be periodically revised. You may not sell, issue, or redeem gift certificates other than gift cards approved by us in writing.

Computer Requirements

Computer Hardware & Software. You must purchase the POS system currently approved by WOW Cafe, or other POS system that WOW Café may require in the future. (Franchise Agreement-18.2). The POS system must be purchased from a WOW Café's approved supplier. Various manufacturers provide reasonably equivalent POS systems that perform the same functions; however, the use of any other POS system must be approved in advance by WOW Café. The POS System and network must be secure and PCI compliant to protect customer credit card information. Optional equipment upgrades are also available for additional fees. WOW Café will have unlimited independent access to your POS system data, including receipts, reports, and sales information (Franchise Agreement—Article 18.3). You will be provided with specifications and initial training in WOW Café s POS system, but WOW Café is under no obligation to assist you in obtaining the above items. If the POS system must be upgraded or updated, you agree to pay all reasonable and necessary expenses, fees and costs (Franchise Agreement—Article 18.4). The estimated cost for upgrades or updates to the POS system is $5,000 - $10,000. You must purchase or lease all equipment necessary to accept designated credit or debit cards. The estimated cost for a full-service register system is $20,000. This price may decrease or increase depending on the model chosen. POS system training is mandatory and is included in the system price. You may be required to purchase a back-office computer system including a network switch and laser printer. The estimate for the back-office computer system is $1,200 - $1,600. Franchisee may be required to purchase a video monitor. The estimated cost of the video monitor is $1,000 - $6,000.

Electronic Funds Transfer. You are required to pay all fees due under the Franchise Agreement by automated bank draft. You must sign the Direct Debit Authorization form (Exhibit D) before opening for

WOW Café Business. This form allows WOW Café to draft royalty payments, Marketing Fees, training fees or other fees due under WOW Café's Franchise Agreement directly from WOW Café's bank account.

Manuals

WOW Cafe will loan you a copy of our Operating Manual and any other publications ("Manuals") that contain mandatory and suggested specifications, standards, and procedures. These Manuals are confidential and remain our property. WOW Cafe will modify the Manuals, but the modification will not alter your status and rights under the Franchise Agreement (Franchise Agreement—Article 4.2) The tables of contents of all Manuals are attached to this Disclosure Document as Exhibit G. The revision dates reflected in the respective Manuals are the most recent at the time of issuance of the Disclosure Document. The Operating Manual contains 547 pages.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Management Training	20-40	60-80	Greater Metro New Orleans, Louisiana
Field Training	0	80-120	Your Franchise Location

Our training programs are under the direction of Mr. Patrick Shaheen. Mr. Shaheen has over 20 years of operations training experience. Mr. Shaheen's employment background is described in Item 2 of this Disclosure Document

The instructional materials for our training programs include videos, handouts, the Operations Manual, and test that we may require you and your managers and employees to take.

You must attend and complete, to WOW Cafe's exclusive satisfaction, the initial management-training program in the greater metro New Orleans, Louisiana area before you open your Business. (Franchise Agreement – Article 3.1, 3.2). WOW Cafe's initial management training program is mandatory and conducted monthly or bi-monthly, depending upon the number of attendees. You will be scheduled to attend the program after you complete site selection and within a reasonable time before your scheduled opening date. The initial management-training course is approximately two (2) to three (3) weeks, depending upon the size of the class and rate of material covered, of hands-on training and classes averaging eight hours per day plus additional homework assignments. Instructional materials will include written training modules, the WOW Cafe Confidential Operations Manual and actual products, books, and equipment.

Field Training: WOW Cafe will send one to two WOW Cafe representatives to your unit franchise location, at no cost to you, for on-site training and assistance when you open your WOW Cafe unit franchise. (Franchise Agreement – Article 3.5, 17.1). The length of time the representative is on-site may vary, but it is expected to be seven (7) to ten (10) days for QSR models and fourteen (14) to twenty-one (21) days for Cafe and Full-service models. On-Site training and assistance includes additional food preparation training, consultation and training on hiring of personnel, training of personnel, purchasing and inventory management, product promotion and merchandising, bookkeeping and reporting management, analysis of sales and product mix and other matters necessary to the opening and operation of your WOW Cafe Business. If your unit location is in an Area Developer's Territory, then the Developer will be responsible for completing Field Training.

WOW Cafe may require any of your principals or employees who become actively involved in the management of your WOW Cafe Business to attend and satisfactorily complete the required training programs. (Franchise Agreement – Article 3.2).

WOW Cafe also offers additional optional management training programs, including both advanced and refresher training, for you and your employees. WOW Cafe may designate certain additional training courses for you or your employees as mandatory (Franchise Agreement – Article 3.5).

As discussed in Item 6, you must pay all personal expenses incurred by you or your employees attending training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits, and any training materials. (Franchise Agreement – Article 3). This applies for both mandatory and optional training programs. At the present time, WOW Cafe provides the materials and reserves the right to charge a reasonable fee for any mandatory or optional training program offered after your Business opens.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We retain the right, in our sole discretion, and without compensating you or seeking your approval, to: (i) own, acquire, establish and/or operate, and license others to establish and operate, businesses using the Proprietary Marks, the System or any variation of the Proprietary Marks and the System, at any location other than your Unit on any terms and conditions that we deem appropriate; (ii) sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, at any location, any products which bear any proprietary marks, through any distribution channel or venue we deem appropriate; and (iii) to take any other action that we are not expressly prohibited from taking under the Franchise Agreement.

You shall operate your WOW Cafe Business only from a specified location approved by WOW Cafe. WOW Cafe will designate a general geographic area, such as a city or sector of a city ("General Area") solely for the purpose of limiting the area within which you may seek a site location for your WOW Cafe Business. Under the Franchise Agreement, you may sell proprietary products and services to retail customers who live anywhere but who choose to use your WOW Cafe Business. Without prior approval by WOW Cafe, you may not engage in any promotional activities or sell proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, directed to or received from customers or prospective customers located anywhere. You must obtain the prior approval of WOW Cafe for all advertising, promotional and marketing activities conducted by you in your local market area.

The Franchise Agreement does not provide for any franchisee options, rights of first refusals, or other similar rights to acquire additional franchises. However, WOW Cafe reserves the right to negotiate franchisee options, rights of first refusal, and other similar rights to acquire additional franchises upon request by a franchisee. If you desire to obtain expansion rights to an area, you should consider applying to WOW Cafe for the rights to that area. WOW Cafe will consider a franchisee's request for the establishment of additional franchised outlets as long as franchisee is not in default of its current franchise agreement and WOW Cafe determines that it is in its best interest to do so.

Relocation of your WOW Cafe Business requires the prior written approval of WOW Cafe. WOW Cafe will approve the relocation of your Business only if you lose the right to do business at your location through no fault of your own or WOW Cafe determines that it is in its best interest to allow the Business to be relocated. You must enter into a new franchise agreement to establish additional WOW Cafe Businesses.

ITEM 13

TRADEMARKS

WOW Cafe identifies its System by means of certain trade names, service marks, trademarks, and logos ("Proprietary Marks"). The Franchise Agreement grants you the non-exclusive right to use the Proprietary Marks and any other Proprietary Marks that we may use during the term of the Franchise Agreement in operation the System. Your use of the Proprietary Marks is limited solely to the operation of the WOW Cafe Business at its approved location and only in accordance with the System.

We own the following service marks on the Principal Register of the United States Patent and Trademark Office (USPTO):

Mark	Registration Number	Logo	Class	Status	Date
WOW Café American Grill & Wingery	85521507	Yes	100, 101	Registered	9/18/12
WOW Café	76700533	No	100, 101	Registered	6/22/10
WOW Café	85563955	Yes	100, 101	Registered	11/13/12
WOW Café & Wingery	3465075	No	100, 101, 102	Registered	7/15/10
WOW World of Wings Café & Wingery	76475198	Yes	100, 101	Registered	2/24/04
Wingery	2848926	No	100, 101	Registered	6/1/04
World of Wings	2812468	No	100, 101	Registered	2/10/04
WOW! What a place!	74577197	No	100, 101	Registered	1/21/97
New Orleans Inspired, Globally Desired	3165784	No	100, 101	Registered	10/31/06

All required affidavits have been filed for the Proprietary Marks. No registrations have come up for renewal. WOW Cafe also claims common law rights to all of its Proprietary Marks on the basis that these marks have been used in interstate commerce.

There are currently no effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court and there is no pending interference opposition or cancellation proceeding or any material litigation involving the Proprietary marks listed in this Item which are relevant to their use in your WOW Cafe Business.

There are currently no agreements in effect, which significantly limit the rights of WOW Cafe to use or license the use of its Proprietary Marks in any manner material to your WOW Cafe Business.

WOW Cafe will defend and hold you harmless from any claims of trademark infringement for the use of the Proprietary Marks if you promptly give written notice to WOW Cafe and tender the full defense of the claims against you to WOW Cafe. WOW Cafe shall have complete control of the legal action and may settle the claims at any time without providing notice to you. WOW Cafe has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks. You must sign any documents deemed necessary by WOW Cafe or its counsel to obtain protection for the Proprietary marks or to maintain their continued validity and enforceability. You may not contest the validity or ownership of the Proprietary Marks. If litigation involving the Proprietary marks is instituted or threatened against you, you must promptly notify WOW Cafe and must cooperate fully with WOW Cafe in defending or settling the litigation.

WOW Cafe does not warrant or guarantee that it has the exclusive right to use the mark WOW Cafe or any other of its Proprietary marks. If for any reason it becomes necessary or desirable for WOW Cafe to quit using the Proprietary Marks, WOW Cafe may substitute different proprietary marks. WOW Cafe and you may then operate under these other proprietary marks. WOW Cafe is not obligated to provide you with any other remedy.
WOW Cafe does not actually know of any superior prior rights or of any infringing uses that could materially affect your use of the Proprietary Marks in any state.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no pending patents that are material to the franchise. Additionally, there are no patents that are material to the Franchise. WOW Cafe claims ownership of copyrights in the following manuals: the WOW Cafe Confidential Pre-Opening Manual, Operations Manual, and WOW Cafe intends to claim ownership of copyright in any future manuals that are developed. Copyright applications have not been filed for any of the Manuals. The information contained in the Manuals is confidential and proprietary. There are no other copyrights that are material to the franchise.

The Manuals and other materials WOW Cafe possesses contain WOW Cafe's confidential information. This information includes recipes for formulas, methods of preparation, product content, specifications, standards, suppliers, systems, procedures, operational, sales and marketing methods, plans and other trade secrets of WOW Cafe. You may not use WOW Cafe's confidential information in an unauthorized manner either during or after the term of the Franchise and must take reasonable steps to prevent its disclosure to others. For example, you may not duplicate any part of the recipe or other Manuals, remove them from your Business location or fail to return them to WOW Cafe when the term of your Franchise Agreement is over. Information or techniques developed by you or your employees under the System or the operation of your WOW Cafe Business is deemed a part of WOW Cafe's confidential information protected under your Agreements. You must obtain signed confidentiality agreements from all of your employees or agents who may have access to confidential information in a form satisfactory to WOW Cafe.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect, which significantly limit WOW Cafe's right to use or authorize others to use the copyrighted materials. There are no infringing suits actually known to WOW Cafe that could materially affect the use of the copyrighted materials in any state. WOW Cafe is not required by any agreement to protect or defend copyrights or confidential information, although it intends to do so when it is in WOW Cafe's best interests. WOW Cafe may control any litigation that it participates in. You should notify WOW Cafe of any claims or infringing uses of the copyrights or unauthorized use of confidential information. WOW Cafe may modify the Manuals at any time. WOW Cafe may require you to discontinue use of the information in the Manuals at any time as long as it provides you with alternative information or techniques if this information is critical to your Business operations.

You must not, during or after the term of your Franchise Agreement, communicate, divulge, or use for the benefit of anyone else any confidential information, knowledge or know-how concerning our method of operation of a WOW Cafe Business or the System that may be communicated to you, or of which you may have knowledge through performance of the System. Any and all confidential information, information, matters, knowledge, know-how and techniques which we designate as confidential will be deemed confidential for the purposes of the franchise, unless and until you demonstrate that the information has become public knowledge.

You and any employee having access to confidential information must sign a Confidentiality Agreement, that will maintain the confidentially of information received during the term of the Franchise Agreement, and/or the term of employment. A copy of the Confidentiality Agreement is attached to this Disclosure Document as Exhibit B.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Participation in Business: As an owner of your WOW Cafe Business, you do not have to conduct on-premises supervision or to personally participate in the direct operation of your business. However, WOW Cafe recommends that you are actively involved in the operation of your business. You or your designated manager must devote full-time to the development of your WOW Cafe Business, unless otherwise approved in writing by WOW Cafe. Your WOW Cafe Business must at all times be under the direct, full-time, on-location supervision of you or a trained and competent employee acting as a full-time manager who has satisfactorily completed WOW Cafe's initial management training program. Your manager must sign a confidentiality agreement to maintain the confidentiality of the information described in Item 14, and may have to sign an agreement that conforms with the covenants not to compete described in Item 17. If you are a business entity, your manager need not have an ownership interest. Any person holding an ownership interest in your business entity will have to sign a confidentiality agreement and non-compete as described in Items 14 and 17.

Other Written Agreements: If you are a business entity, each individual holding in excess of 15% of the total voting power of your ownership interests (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in you) must personally guarantee your obligations under your Franchise Agreement. If you have personally signed the Franchise Agreement and wish to transfer your Agreement to a business entity, you must enter into a Guaranty Agreement regardless of your ownership interest in the business entity. The Guaranty Agreement is attached to this Disclosure Document as Exhibit C. Any person holding an ownership interest in your business entity will have to sign a Confidentiality Agreement as described in Items 14 and 17. The Confidentiality Agreement is attached to this Disclosure Document at Exhibit B.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that WOW Cafe has approved.

You must offer all goods and services at retail that WOW Cafe designates as required for all WOW Cafe locations, including new products or services that WOW Cafe develops in the future. There are no limits on WOW Cafe's right to change the types of goods and services or add new products and services. You may not offer or sell any other products or services without the prior written consent of WOW Cafe. You must discontinue offering any products or services, whether or not previously authorized by WOW Cafe, promptly upon written notice from WOW Cafe. You must provide for equipment or other items reasonably necessary to support new products or services introduced to enhance the value of the System. You are not restricted as to customers to whom you may offer goods and services.

All WOW Cafe Businesses must offer WOW Cafe's proprietary food products line as designated in the Manuals or in other writings. WOW Cafe designates the retail product lines and brands making up your initial inventory upon opening your Business.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement ("FA"). You should read these provisions in the Franchise Agreement which is attached to this Disclosure Document.

Provision	Section in FA Agreement	Summary
a. Length of the franchise term	FA: Article 14.1	Ten (10) years from date Business opens.
b. Renewal or extension of the term	FA: Article 14.1	Two (2) additional terms of ten (10) years each. Note: You must sign our then-current franchise agreement for the renewal term and this new agreement may have different terms and conditions (including higher royalty and/or advertising fees) from the agreement that covered your original term.

Provision	Section in FA Agreement	Summary
c. Requirements for franchisee to renew or extend	FA: Article 14.1	You must have a good record of compliance with the Manuals and be in compliance with the Franchise Agreement; satisfy all monetary obligations to WOW Cafe; give written notice; remodel Business; attend training; sign release; and sign new franchise agreement. You must sign a new franchise agreement with materially different terms and conditions from the original contract .
d. Termination by franchisee	None	Not applicable
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	FA: Article 14	WOW Cafe can terminate only if you default.

Provision	Section in FA Agreement	Summary
g. "Cause" defined – curable defaults	FA: Article 14.3	Curable defaults: you have 10 days after WOW Cafe's written notice to cure: failure, refusal or neglect to promptly pay any monies owed to WOW Cafe; failure to submit financial or other information as required to WOW Cafe; failure to maintain standards specified by WOW Cafe or manuals; failure, refusal or neglect to obtain required prior written approval or consent; misuse or unauthorized use of Proprietary Marks or other impairment of the goodwill associated therewith or WOW Cafe's rights therein; commencement or conducting of other business operation, marketing of other products, under a name or mark which, in WOW Cafe's reasonable opinion, is confusingly similar to Proprietary Marks; default, without cure after the applicable grace period, under any lease, sublease, sub-sublease, mortgage or deed of trust covering the location; failure to procure or maintain the required insurance; default in the performance of any term, condition or obligation in payment of indebtedness to landlord or sublandlord, distributors or suppliers or others arising out of the purchase of inventory, supplies or purchase of lease of equipment and if any such default is not cured within 30 days after written notice from WOW Cafe.

Provision	Section in FA Agreement	Summary
h. "Cause" defined – non-curable defaults	FA: Article 14.2	Non-curable defaults: You knowingly or intentionally maintain false books or records, or submit any false report or payment to WOW Cafe; your conduct is so contrary to the agreement and the Manuals as to constitute an imminent danger to the public health or selling regularly unauthorized products to the public after notice of default and continuing to sell such products whether or not you have cured the default after one or more notices; the conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of WOW Cafe, to have an adverse effect on the System, Proprietary Marks or the goodwill associated with WOW Cafe's interest in each of them by you, or your controlling or operating shareholders or members if you are a limited liability company; intentional disclosure or use of the contents of the Manuals, trade secrets or confidential or proprietary information, excluding acts of independent employees or others not under your control; repeatedly committing defaults under any provisions of this Agreement 5 or more occasions in any 12 month period, or 10 or more occasions in any consecutive 24 month period, even if you cured each such prior default, and even if you would otherwise be given an opportunity to cure the current default; ceasing to operate or otherwise abandoning your business without consent or, upon destruction of your business, failure to rebuild and resume operation within a reasonable time, unless excused in Agreement.
i. Franchisee's obligations on termination/non-renewal	FA: Article 15	Obligations include immediately ceasing to operate your Business; discontinue use of Proprietary Marks; return Manuals, other materials and confidential information; assign telephone numbers if requested; payment of amounts due; assign lease if requested; de-identify Business; maintain confidentiality of information; payment of Early Termination Fee if franchisee ceases to operate or otherwise abandons its WOW Cafe Business before the franchise agreement expires without franchisor's prior written consent
j. Assignment of contract by franchisor	FA: Article 13.1	No restriction on Franchisor's right to assign.

Provision	Section in FA Agreement	Summary
k. “Transfer” by franchisee – defined	FA: Article 13.1	Includes transfer of contract, assets or ownership interest.
l. Franchisor approval of transfer franchisee	FA: Article 13.1	WOW Cafe has the right to approve all transfers, except a transfer to an heir or beneficiary after your death or mental incapacity, but will not unreasonably withhold approval as long as certain conditions are satisfied.
m. Conditions for franchisor approval of transfer	FA: Articles 13.1 and 13.2	You may transfer your interest to a corporation or other legal entity as long as you retain ownership of a majority of the total voting power; you may transfer to a third party if: WOW Cafe does not exercise its right of first refusal; 5 days prior to each direct or indirect transfer of an interest in this Agreement or in you, or upon WOW Cafe’s request, furnish WOW Cafe with an estoppel agreement indicating any and all causes of action, if any, that you may have against WOW Cafe or if none exist and a list of all shareholders or partners having an interest in this Agreement or in your business, the percentage interest of each shareholder or partner, and a list of all officers and directors; you are not in default; all of your then-due monetary obligations have been paid in full and other obligations met; you and your shareholders or members have executed a general release under seal of any and all claims against WOW Cafe; you satisfy all WOW Cafe’s then-current requirements for new Franchisees or holders of an interest in a franchise; you have assumed the Agreement in a written assumption agreement approved by WOW Cafe, or have agreed to at closing; you, your manager or other employees responsible for the operation of the franchise have satisfactorily completed WOW Cafe’s training program; you execute other documents as WOW Cafe may require, including franchise agreement.
n. Franchisor’s right of first refusal to acquire franchisee’s business	FA: Article 13.2	WOW Cafe can match any offer for your Business less 5%.

Provision	Section in FA Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	FA: Article 10	Your estate may transfer your interest to your heirs or beneficiaries, or a third party approved by WOW Cafe.
q. Non-competition covenants during the term of the franchise	FA: Articles 10 and 11	No involvement in similar business anywhere; cannot divert business to a competitor; you shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial or operational position who is at the time or was at any time during the prior 6 months employed by WOW Cafe, without WOW Cafe's prior written consent.
r. Non-competition covenants after the franchise is terminated or expires	FA: Article 10	No involvement in similar business for 24 months at a site within a radius of 50 miles of any of your former businesses or within 20 miles of any other WOW Cafe business or Distribution Point then existing, unless WOW Cafe gives its prior written consent; no competing with or soliciting customers of WOW Cafe or other Business location.
s. Modification of the agreement	FA: Article 22	No modifications generally but standards, specifications, Manuals, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t. Integration/merger clause	FA: Article 22	Only the terms of your Franchise Agreement and other related agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. .

Provision	Section in FA Agreement	Summary
u. Dispute resolution by arbitration or mediation	FA: Article 20	You and WOW Cafe resolve disputes or disagreements in a non-judicial alternative dispute resolution format through arbitration.
v. Choice of forum	FA: Article 20	Arbitration must be in Louisiana, unless individual state law directs otherwise, as set forth in Exhibit J. .
w. Choice of law	FA: Article 20	Louisiana law applies, unless individual state law directs otherwise, as set forth in Exhibit J.

ITEM 18

PUBLIC FIGURES

WOW Cafe does not use any public figures to promote its franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future performance or past financial performance of company-owned or franchised outlets. We also do not authorize employees or representatives to make any such representations either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor by contacting our Chief Development Officer, WOW Café & Wingery Franchising Account, LLC, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 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	65	64	-1
	2015	64	62	-2
	2016	62	61	-1
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
TOTAL OUTLETS	2014	65	64	-1
	2015	64	62	-2
	2016	62	61	-1

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other Than the Franchisor or an Affiliate)
For years 2014 to 2016

State	Year	Number of Transfers
Maryland	2014	0
	2015	0
	2016	0
Louisiana	2014	0
	2015	1
	2016	0
TOTALS	2014	**0**
	2015	**1**
	2016	**0**

Table No. 3

Status of Franchised Outlets
For years 2014 to 2016

State	Year	Outlets at start of year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired By Franchisor	Ceased Opera-tions Other Reasons	Outlets at End Of the Year
	2014	4	1	0	0	0	0	5
	2015	5	0	0	0	0	0	5
Alabama	2016	5	0	0	0	0	1	4
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Arizona	2016	1	1	0	0	0	0	2
	2014	6	1	0	0	0	0	7
	2015	7	0	0	0	0	2	5
California	2016	5	0	0	0	0	0	5
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Colorado	2016	1	1	0	0	0	0	2
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Connecticut	2016	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
D.C.	2016	1	0	0	0	0	0	1
	2014	3	1	0	0	0	2	2
	2015	2	1	0	0	0	1	2
Florida	2016	2	0	0	0	0	0	2
	2014	8	0	0	0	0	3	5
	2015	5	0	0	0	0	2	3
Georgia	2016	3	0	0	0	0	0	3
	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
Illinois	2016	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	1	1
Kentucky	2016	1	0	0	0	0	0	1
Louisiana	2014	11	3	0	0	0	4	10

	2015	10	2	0	0	0	0	12
	2016	12	0	0	0	0	3	9
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Massachusetts	2016	1	0	0	0	0	0	1
	2014	2	1	0	0	0	1	2
	2015	2	0	0	0	0	0	2
Maryland	2016	2	1	0	0	0	0	3
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Michigan	2016	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Minnesota	2016	1	1	0	0	0	1	1
	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Mississippi	2016	1	0	0	0	0	0	1
	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
Missouri	2016	2	0	0	0	0	0	2
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Montana	2016	0	0	0	0	0	0	0
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
New Mexico	2016	1	0	0	0	0	0	1
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
New York	2016	0	0	0	0	0	0	0
	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
New Jersey	2016	0	0	0	0	0	0	0
	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
N. Carolina	2016	3	0	0	0	0	1	2
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
Ohio	2016	1	1	0	0	0	0	2
	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
Oklahoma	2016	2	0	0	0	0	1	1

Pennsylvania	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	1	2
	2016	2	0	0	0	0	0	2
S. Carolina	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Tennessee	2014	2	0	0	0	0	1	1
	2015	1	0	0	0	0	1	0
	2016	0	0	0	0	0	0	0
Texas	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	1	2
	2016	2	1	0	0	0	0	3
Virginia	2014	3	1	0	0	0	0	4
	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
Vermont	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
W. Virginia	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Wisconsin	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
TOTAL OUTLETS	2013	**65**	**11**	**0**	**0**	**0**	**12**	**64**
	2014	**64**	**7**	**0**	**0**	**0**	**9**	**62**
	2016	**62**	**6**	**0**	**0**	**0**	**7**	**61**

Table No. 4

Status of Company-Owned Outlets
For Years 2014-2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
TOTALS	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

Table No. 5

Projected Openings as of January 1, 2017

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected Company-Owned Openings in Next Fiscal Year
Alabama	0	0	0
Arizona	0	0	0
California	0	1	0
Colorado	0	0	0
Connecticut	0	0	0
Florida	0	2	0
Georgia	0	0	0
Illinois	0	0	0
Iowa	0	0	0
Louisiana	0	2	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Mississippi	0	0	0
North Carolina	0	1	0
New Jersey	0	0	0
New Mexico	0	2	0
New York	1	1	0
Ohio	0	0	0
Oklahoma	0	0	0
Pennsylvania	0	0	0
South Carolina	0	0	0
Tennessee	0	0	0
Texas	0	1	0
Virginia	0	0	0
Washington	0	0	0
Wisconsin	0	0	0
TOTALS	**1**	**10**	**0**

Note 1: The name, business address, and business telephone number of each current franchisee as of January 1, 2017 is attached to this Disclosure Document as Exhibit I. The name, last known address, and telephone number of every franchisee as of January 1, 2017, who has had a Restaurant terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the Disclosure Document issuance date is attached as Exhibit I. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Note 2: In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with WOW Cafe. You may wish to speak with current and former franchisees, but beware that not all franchisees will be able to communicate with you.

Note 3: There are no trademark specific franchisee associations that the franchisees sponsor nor have any been requested to be included in this disclosure document.

Our fiscal year end is December 25, 2016.

ITEM 21

FINANCIAL STATEMENTS

The audited financial statements for the periods ending December 28, 201, December 27, 2015 and December 25, 2016 are attached to this Disclosure Document as Exhibit F, together with the auditor's consent and reports.

ITEM 22

CONTRACTS

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

Exhibit A	Franchise Agreement
Exhibit B	Confidentiality Agreement
Exhibit C	Guaranty Agreement
Exhibit D	Direct Debit Authorization Form
Exhibit J	State Specific Addenda
Exhibit K	Franchisee Disclosure Acknowledgement Statement
Exhibit L	General Release Agreement
Exhibit M	Contingent Assignment of Lease Agreement

ITEM 23

RECEIPT

Exhibit N of this Disclosure Document contains two receipt pages by which you acknowledge your receipt of this Disclosure Document. One of the copies is for your records and one must be signed, dated and returned to us.

<u>EXHIBIT A</u>

FRANCHISE AGREEMENT

WOW CAFÉ AMERICAN GRILL & WINGERY

FRANCHISE AGREEMENT DATA SHEET

1. Name of Franchisee: ____

2. Guarantor Name: ____

   SSN: ___________________ Driver's License State/Number: _____________________

3. Guarantor Name: ____

   SSN: ___________________ Driver's License State/Number: _____________________

4. Franchisee's Address: ____

5. Franchisee's Telephone Number: ____

6. Franchisee's Email Address: ____

7. Franchisee's Initial Franchise Fee: ____

8. Franchisee's Royalty Fee: ____

9. Franchisee's System Fund Fee: ____

10. Agreement Effective Date: ____

11. Franchise Licensing Representative:____

12. Exceptions to the Agreement: ____

The information contained in the Data Sheet is incorporated by reference into the PJ's Coffee Franchise Agreement.

FRANCHISEE:	**FRANCHISOR:**
______________________________	______________________________
Print Name:	Print Name:
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date

WOW CAFE AMERICAN GRILL & WINGERY FRANCHISE AGREEMENT

TABLE OF CONTENTS

WOW CAFE AMERICAN GRILL & WINGERY FRANCHISE AGREEMENT

THIS AGREEMENT made this _______ day of ___________, 20____, by and between WOW Cafe & Wingery Franchising Account, L.L.C., a Louisiana limited liability company located at: 180 New Camellia Blvd., Suite 100, Covington, Louisiana 70433 (the “Franchisor”), and _________________ with a mailing address of: ________________________________ (the “Franchisee”):

DEFINITIONS

In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

(i) A WOW Cafe Branded Product is any product now existing or developed in the future that bears Franchisor's Marks and is sold by some or all WOW Cafe Franchisees or Franchisor or other entities such as supermarkets, grocery stores or convenience stores.

(ii) A WOW Cafe Distribution Point or Distribution Point is any system other than a WOW Cafe Restaurant, where Authorized WOW Cafe Branded Products using Franchisor’s Marks are sold, such as carts, kiosks, vending machines or other product distribution systems developed now or in the future and authorized by Franchisor.

(iii) A WOW Cafe Restaurant is a restaurant or other outlet, whether a Traditional Restaurant or a Nontraditional Restaurant, that specializes in the sale of Authorized WOW Cafe Products, as defined below, is operated under Franchisor’s Marks, as defined below, and is authorized by a Franchise or License Agreement made or approved by Franchisor.

(iv) A Nontraditional Restaurant is a WOW Cafe Restaurant located within another primary business or in conjunction with other businesses, some of which may be other fast-food type operations. A Nontraditional WOW Cafe Restaurant will likely be installed within other primary businesses or within a multi-branded facility where other branded or nonbranded restaurants share common space. A Nontraditional Restaurant shall include, but not be limited to, the following: WOW Cafe Restaurants located and operated within university, college, or high school campuses, airports, or military installations/bases. A Nontraditional Restaurant is also sometimes referred to as Quick Service Restaurant, Special Contracts Full Service, or Special Contracts Quick Service Restaurant.

(v) A Traditional Restaurant is a business premises that exists primarily as a WOW Cafe Restaurant. However, such Traditional Restaurant may also have other types of businesses located in it, but in such case the WOW Cafe Restaurant is the primary business.

(vi) A System Restaurant is a WOW Cafe Restaurant from which WOW Cafe Authorized Products are sold for on-premises and off-premises consumption and from which Authorized WOW Cafe Products may be delivered for off-premises consumption.

(vii) Authorized Products or Franchise WOW Cafe Products are products approved or authorized by Franchisor in accordance with Article 6 or 9 of this Agreement.

(viii) Location shall mean a location approved by Franchisor in accordance with Section 1.4 of this Agreement.

RECITALS:

WHEREAS, Franchisor is the owner of certain marks and other intellectual property, which have been filed and or registered with the United States Patent and Trademark Office of the United States of America, and may, in the future become the owner, licensee and or authorized distributor for other trademarks, including logos and designs, related or unrelated to Franchisor's Marks (referred to in this Agreement as "Franchisor's Marks"); and

WHEREAS, Franchisor has developed and continues to develop a system for merchandising WOW Cafe Authorized Products, which system includes distinctive signs, food recipes, uniforms, and various trade secrets and other confidential information, and in some cases also includes architectural designs, equipment specifications, layout plans, inventory, record-keeping and marketing techniques (the "System") which are materially reflected in Franchisor's Operations Manual, Pre-Opening Manual, and any other future manuals developed (collectively, the "Manuals"). Franchisor identifies the System by Franchisor's Marks, and such other Trademarks, service marks, trade names, logos and designs as may be designated by Franchisor in writing as being authorized for use in the System. Franchisor's Marks identify for the public the source of the services rendered in accordance with the standards and specifications established by Franchisor; and

WHEREAS, the System as used in existing Traditional and Nontraditional WOW Cafe Restaurants and WOW Cafe Distribution Points have established or will establish a reputation for quality, cleanliness, appearance and service, and through such operations and continued marketing and advertising efforts, have created demand and goodwill for the authorized WOW Cafe food products sold as a result of which the System has acquired valuable goodwill and a favorable reputation; and

WHEREAS, Franchisee desires to enjoy the benefits of: (i) operating under the System and using Franchisor's Marks; and (ii) being authorized and licensed to operate one System Restaurant as set forth below within the System in strict accordance with the standards and specifications established by Franchisor; and

WHEREAS, Franchisor is willing to grant Franchisee a license under Franchisor's Marks and the System, subject to Franchisee's strict compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. FRANCHISE RIGHT GRANTED, LOCATION.

1.1. GRANT.

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the non-refundable sum of the appropriate amount as stated on the Data Sheet of the Franchise Agreement (the "Initial Fee"). In exchange, Franchisor hereby awards Franchisee the right to open and operate, under the terms of this Agreement, one System Restaurant specializing in selling high quality limited and specific food items as specified by Franchisor in Franchisor's Operations Manual, or subsequently added in accordance with Operations Manual amendments. The Initial Fee shall be deemed fully earned by Franchisor upon the completion of all pre-opening obligations by Franchisor and Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances. If Franchisee is a business entity, each individual holding in excess of 15% of the total voting power of Franchisee's ownership interest (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in Franchisee) must execute the Guarantee Agreement and Confidentiality Agreement attached as Attachment A and Attachment B respectively.

1.2. LICENSE.

Franchisor hereby grants and awards to Franchisee, for the term set forth in this Agreement, and any renewal term, beginning on the date of this Agreement, the right and license, and Franchisee hereby undertakes the obligation, to operate the business described in this Agreement under Franchisor's Marks and such other of Franchisor's Marks as may be designated by Franchisor, to operate such business solely in accordance with the System and this Agreement, and only at the specific location to be agreed upon by Franchisor and Franchisee in writing (the "Location").

1.3. LOCATION.

With Franchisor's acceptance, Franchisee will locate, lease and open, within a twelve (12) month period, a System Restaurant in **__________________________** (the "General Area"). The General Area is described solely for the purpose of limiting the area within which Franchisee may seek a site location for the System Restaurant. If Franchisee is unable to secure an approved site and open a System Restaurant in the General Area within this twelve (12) month period, Franchisee must notify Franchisor in writing within sixty (60) days prior to the expiration of the aforementioned period. Upon receipt of any such notice, Franchisor may, in its sole discretion, (i) cancel this Agreement or (ii) extend the twelve-month period mentioned in this Section 1.3 for an additional ninety (90) days. In the event that Franchisor elects to extend the initial twelve (12) month period, Franchisee shall secure and open a System Restaurant within said ninety (90) day extension or this Agreement shall be cancelled without any further action on the part of Franchisor. In the event Franchisor elects not to extend the aforesaid ninety (90) day period and to cancel this Agreement, it shall be entitled to the fee paid in accordance with Section 1.1 hereof.

Franchisor may establish, operate or grant a franchise or license to others to operate a WOW Cafe or any other business using the Marks, the System or any variation of the Marks and the System, in any location other than your Restaurant on any terms and conditions that we deem appropriate. Additionally, Franchisor may license or sell, at both wholesale and retail, produce or service lines that are being sold in WOW Cafe Businesses, including your WOW Cafe Business, under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point without providing any rights to Franchisee.

1.4. LOCATION SELECTION AND ACCEPTANCE

In order to obtain Franchisor's acceptance of a Location from which Franchisee is authorized to operate its System Restaurant, he/she/they must first:

(i) Submit for Franchisor's evaluation a summary of the lease terms available for each site. Franchisee must also give any proposed landlord a copy of the then current Contingent Assignment of Lease or any other Lease Rider then being used by Franchisor in connection with its site approval for System Restaurants, and obtain written verification that each landlord is willing to include the provisions of the Contingent Assignment or any other Rider's provisions in its Lease. After Franchisee provides the required documentation, Franchisor will evaluate and critique the information on each site and lease summary in consultation with Franchisee. Franchisor may, but will not be required to, visit and inspect the sites that Franchisee proposes.

(ii) If and when Franchisor is satisfied with any one of the sites and the lease summaries are reasonably acceptable, Franchisor will give Franchisee verbal authorization to proceed with preliminary lease negotiations. Franchisor's authorization to negotiate a lease will not be unreasonably withheld. Franchisor reserves the right to reject any site or lease proposal Franchisee submits and to require that Franchisee obtain information on alternative sites.

(iii) After receiving Franchisor's authorization to negotiate, Franchisee must negotiate the lease to Franchisor's satisfaction and submit a final, unsigned copy of the lease to Franchisor for its verification that the Contingent Assignment (or other then used Lease Rider) is included. Franchisor may withhold authorization for Franchisee to sign a lease that omits Franchisor's Contingent Assignment (or other then used Lease Rider) in substantially the same form in use by Franchisor at the time the lease is executed, or contains provisions Franchisor considers excessively onerous or restrictive.

(iv) FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR WILL HAVE NO RESPONSIBILITY FOR EVALUATING OR ADVISING FRANCHISEE WITH RESPECT TO ANY BUSINESS OR LEGAL ASPECTS OF THE LEASE, AND THAT FRANCHISOR EXPRESSLY ADVISES FRANCHISEE TO OBTAIN INDEPENDENT ADVICE OF COUNSEL WITH REGARD TO ANY LEASE TERMS. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISOR'S ACCEPTANCE OF A LOCATION IS IN NO WAY A WARRANTY OR REPRESENTATION BY FRANCHISOR THAT FRANCHISEE'S SYSTEM RESTAURANT WILL BE PROFITABLE OR SUCCESSFUL FROM THAT LOCATION.

FRANCHISEE'S ACKNOWLEDGMENT: INITIALS____________

(v) When Franchisor is satisfied with the lease, Franchisor will give Franchisee written authorization to sign it. After receiving Franchisor's authorization to sign the lease, Franchisee must sign and furnish Franchisor a photocopy of the executed lease, including all exhibits, attachments and addenda. When Franchisor verifies that the executed lease contains no variances from the form Franchisor accepted, it will notify Franchisee that the location is finally accepted pursuant to the terms of this Agreement.

ARTICLE 2. INSTALLATION AND COMMENCEMENT OF BUSINESS.

Franchisee, at its own expense, shall: (i) renovate the Location into a System Restaurant; (ii) obtain all necessary governmental permits and licenses prior to beginning the renovation of its Location into a System Restaurant and Franchisee shall fully complete the renovation, construction and equipping within a reasonable time thereafter. Franchisee shall commence operation of each System Restaurant no later than thirty (30) days following substantial completion of the renovation and equipment installation at the Location, and shall give Franchisor ten (10) days written notice prior to commencing operations. Franchisee must employ an architect approved by the Franchisor, in its sole discretion, for the preparation of all construction plans and specifications. Franchisee must use a licensed and insured general contractor for all construction and remodeling on the interior or exterior of the franchised location. In no event shall Franchisee construct or remodel the interior or exterior of any System Restaurant or make any improvements which vary from the then-current standards, plans, and specifications approved by Franchisor, without first obtaining Franchisor's prior written approval. Franchisee, at its own expense, shall obtain all municipal and state licenses necessary to operate Franchisee's System Restaurant prior to commencing business at its System Restaurant and shall maintain all licenses in full force and effect during the term of this Agreement.

ARTICLE 3. TRAINING.

3.1. Franchisee will designate individuals (up to 3 persons) as trainee(s) to attend Franchisor's training school in the greater metro New Orleans, Louisiana area (the "Training School") or at another training location selected by Franchisor. Franchisor will offer initial training programs for Franchisee and its management employees at times selected by Franchisor. Franchisor will bear the costs of providing training programs, including the overhead costs of training, staff salaries, materials, and all technical training tools. Franchisee shall pay all traveling, living, compensation, and other expenses incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. The training program and manner of conducting such program shall be at Franchisor's sole discretion and control.

3.2. Franchisee will not allow any System Restaurant to be opened or managed by any person who has not attended and successfully completed the management training course designated by Franchisor. If Franchisee is an individual, and does not manage its System Restaurant on a day-to-day basis, and in the event its designated System Restaurant manager resigns or is terminated, Franchisee must arrange to have the successor restaurant manager: (i) begin the required training course within forty-five (45) days of first assuming the duties of a restaurant manager; and (ii) successfully complete the course. Provided Franchisee successfully completes the training program, the required training course conducted at Franchisor's facilities will not extend beyond three (3) weeks.

3.3. If at any time the trainee voluntarily withdraws from, or is unable to complete its training, or fails to demonstrate an aptitude, spirit or ability to comprehend and carry out the course of study to the reasonable satisfaction of Franchisor, then Franchisor shall have the right to require Franchisee's trainee to attend other training class(es) or to perform additional operational training until Franchisor is reasonably satisfied that Franchisee's trainee has satisfactorily completed the training course. Franchisee may not open its System Restaurant until training is completed to Franchisor's reasonable satisfaction.

3.4. In the event of a sale to a third party of Franchisee's System Restaurant after opening, the transferee must be trained in the Training School as a condition of Franchisor's consent to such transfer. All tuition costs for such training shall be deemed paid upon receipt by Franchisor of the $17,500 fee due in accordance with Article 13 herein. In the event of an approved non-sale management transfer to a third party of Franchisee's System Restaurant, the transferee shall attend the Training School and pay to Franchisor the training fee, which fee shall not exceed $8,000.00. No System Restaurant shall open or re-open until the Training School certifies that the transferee is approved to operate the respective System Restaurant.

3.5. Franchisor will provide training at Franchisee's System Restaurant at the time of its opening. Additional training sessions are available at Franchisee's request and expense, or at Franchisor's request and Franchisee's expense, except for the initial training course itself. Franchisee's attendance at additional training sessions is mandatory if requested by the Franchisor or if they are scheduled in Franchisee's state. Additional training sessions will be conducted at either Franchisee's System Restaurant or another franchisee's WOW Cafe System Restaurant, if the participation of multiple franchisees is involved. Franchisor may not mandate more than two additional training sessions in a twelve (12) month period. Franchisor may require Franchisee to pay an additional training fee to Franchisor for each additional training session, which fee shall not exceed $4,000. For additional training sessions, Franchisor will provide the instructors and instructional materials, but Franchisee shall pay all traveling, living, compensation, and other expenses incurred by Franchisee and/or Franchisee's employees in connection with attendance at additional training programs. Additional training sessions shall not extend beyond five (5) days. Additionally, Franchisee must attend regional meetings when and if established by Franchisor, must attend annual national conventions when and if scheduled and must pay the registration fee.

ARTICLE 4. MANUALS AND STANDARDS OF FRANCHISEE QUALITY, CLEANLINESS, AND SERVICE.

4.1. STANDARDS.

In order to promote the value and goodwill of Franchisor's Marks and the System and to protect Franchisor's Marks and the other WOW Cafe franchisees who comprise the franchise system, Franchisee agrees to conduct its business in accordance with the standards promulgated by Franchisor as follows:

4.2. MANUALS.

(i) In the Manuals and other publications, Franchisor will list authorized products to be sold by Franchisee, and promulgate standards of operation for System Restaurants, including standards of quality, cleanliness, and service for all food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment used in connection with each System Restaurant. Franchisee agrees to operate its System Restaurant in accordance with the standards, specifications and procedures set forth in the Manuals, this Agreement and the lease for the Location. Franchisee further agrees that changes in the menu, or the standards, specifications and procedures may become necessary from time to time and agrees to accept as reasonable all modifications, revisions and additions to the Manuals as authorized by Franchisor. The sale of any product or service at the Franchisee's Location, without Franchisor's prior written approval shall constitute a material violation of this Agreement.

(ii) The Manuals and all amendments to the Manuals (and copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the Agreement, and must be returned to Franchisor upon the Agreement's termination, expiration or nonrenewal. The Manuals are highly confidential documents which contain certain trade secrets of Franchisor, and Franchisee shall never reveal, and shall take all reasonable precautions, both during and after the term of this Agreement, to assure that its employees or any other party under Franchisee's control, shall never reveal any of the contents of the Manuals or any other publication, recipe or secret provided by Franchisor, except as is necessary for the operation of Franchisee's System Restaurant. If Franchisee is not involved in the management of Franchisee's System Restaurant, the manager must execute a Confidentiality Agreement, a copy of which is attached hereto as Attachment B. If Franchisee loses a Manual, Franchisee shall pay Franchisor $500.00 to replace any recipe Manual and $250.00 to replace any other Manual.

4.3. HOURS.

Franchisor and Franchisee agree that the hours of operation of Franchisee's System Restaurant are at a minimum, 11:00 a.m. to 10:00 p.m., seven (7) days per week, and Franchisee agrees to operate its System Restaurant during such hours. If the Location is in a mall or shopping center, the hours of the mall or shopping center shall control. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum gross sales possible from its location, and will be open for business not less than eleven hours per day, seven (7) days per week, unless additional opening hours are reasonably required to maximize operations and sales. If such hours are incorrect in relation to the sales potential of Franchisee's System Restaurant, then Franchisor and Franchisee shall reasonably adjust such hours by jointly establishing new hours of operation. It is acknowledged that the hours of other Franchisees will vary in relation to each respective location, and local legal restrictions, if any.

4.4. APPEARANCE.

From time to time, Franchisee's System Restaurant may need a cosmetic improvement or equipment change or addition in order to comply with the Manuals and or to maintain proper operations and an aesthetic appearance and professional image. Accordingly, Franchisor may require remodeling and renovation, and modifications to existing equipment and improvements as is reasonably necessary. Franchisor shall not require any such work at a particular System Restaurant less than three (3) years after the opening of the System Restaurant except: (i) for additional equipment if new food preparation methods or products are developed and authorized by Franchisor; (ii) if repairs or repainting are necessary to maintain the appearance of the interior and exterior of the Location in a clean and orderly condition satisfactory to Franchisor; or (iii) upon the sale of the Franchisee's System Restaurant. Within ninety (90) days after receipt of written notice, Franchisee shall fully implement and complete such changes to its System Restaurant operating under this Agreement.

4.5. PRODUCT LINE AND SERVICE.

Franchisee agrees to only serve the approved limited product line items specified by Franchisor in this Agreement or in the Manuals and to follow all specifications and formulas of Franchisor as to specifications, contents, weight and quality of products served to its customers from Franchisee's System Restaurant.

4.6. CONTAINERS, FIXTURES AND OTHER GOODS.

(i) Franchisee agrees that all food and drink items will be served in containers bearing accurate reproductions of Franchisor's Marks. All containers, napkins, bags, cups, matches, menus and other packaging and like articles used in connection with Franchisee's System Restaurant shall conform to Franchisor's specifications, shall be imprinted with Franchisor's Marks and shall be purchased by Franchisee from a distributor or manufacturer approved in writing by Franchisor, as provided in Article 8, which approval will not be unreasonably withheld.

(ii) No item of merchandise, furnishings, interior and exterior decor items, supplies, fixtures, equipment or utensils bearing any of Franchisor's Marks shall be used in or upon any System Restaurant unless the same shall have been first submitted to and approved in writing by Franchisor.

4.7 INSPECTION.

Franchisee agrees to be subject to inspections conducted by Franchisor to insure Franchisee is conducting business in accordance with the standards promulgated by Franchisor.

ARTICLE 5. MENUS, UNIFORMS, INSPECTIONS, SIGNS.

5.1. MENUS.

(i) Franchisee shall not manufacture, advertise for sale, sell or give away any product unless such product has been approved in the Manuals as an authorized product for sale in Franchisee's System Restaurant and not thereafter disapproved in writing by Franchisor. All approved products shall be distributed under the specific name designated by Franchisor. Franchisee shall establish all menu prices in its sole discretion. Franchisee shall offer for sale in its System Restaurant only those food products which Franchisor designates as “approved and authorized” or which Franchisor has made available as a “regionalized” menu or has otherwise specifically approved in writing (each, “Authorized Product”). No standard product will be removed from the menu unless Franchisee is so instructed by Franchisor.

(ii) Such Authorized Products shall be marketed by approved menu formats to be utilized in Franchisee’s System Restaurant. The approved and authorized menu and menu format(s) may include, in Franchisor’s discretion, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters (except prices) related to the menu, whether or not similar to those listed. In Franchisor’s discretion, the menu and or menu format(s) may vary depending upon region, market size, and other factors. Franchisor may change the menu and or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or non-uniform System Restaurant(s) within regions, in which case Franchisee will be given a reasonable time (not longer than thirty (30) days) to discontinue use of any old menu format(s) and implement use of the new menu format(s).

(iii) Franchisee shall, upon receipt of notice from Franchisor, add any Authorized Product to its menu according to the instructions contained in the notice. Franchisee shall have a minimum of thirty (30) days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product within thirty (30) days after receipt of notice that the product is no longer approved.

(iv) The Authorized Products sold by Franchisee shall be of the highest quality, and the ingredients, composition, specifications, and preparation of such food products shall comply with the instructions and recipes provided by Franchisor or contained in Franchisor’s Operations Manual, and with the further requirements of Franchisor as they are communicated to Franchisee from time to time.

5.2. COMPLIANCE.

Franchisee shall operate its System Restaurants as a clean, orderly, legal and respectable place of business in accordance with Franchisor’s business standards and merchandising policies, and shall comply with all applicable ordinances, laws, statutes and regulations governing the operation of such premises, including all disability, food and drug laws and regulations. Franchisee shall not allow any Location or part of a Location to be used for any immoral or illegal purpose.

5.3. SIGNS, DESIGNS AND FORMS OF PUBLICITY.

(i) Franchisee shall maintain suitable signs or awnings at, on, or near the front of the Location, identifying the Location as a “Franchise Name Restaurant.” Such signs and awnings shall conform in all respects to Franchisor’s requirements and in accordance with the layout and design plan approved for the Location, except to the extent prohibited by local legal restrictions, and shall be purchased from an approved supplier

(ii) No exterior or interior sign or any design, advertisement, internet address, “web page” (including, but not limited to, social network mediums) or world wide web home page, sign, or form of publicity, including form, color, number, location, and size, shall be used by Franchisee or any Association (as defined below) unless first submitted to Franchisor and approved in writing (except with respect to prices). Any request by Franchisee for such approval shall be properly submitted in duplicate to: (i) Franchisor’s Marketing Department, Attention: Marketing Director, 180 New Camellia Boulevard, Suite100, Covington, Louisiana 70433; and (ii) Franchisor’s Franchise Development

Director, 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433. If you do not receive written disapproval within thirty (30) business days after the date of receipt by Franchisor, your advertising plans and materials will be deemed approved. Whenever Franchisee elects to utilize, in the form supplied, advertising supplied by Franchisor or any promotional item specifically approved by Franchisor, no further approval for use of such material is required. Upon written notice from Franchisor, Franchisee shall discontinue and or remove any objectionable advertising materials or any other materials not suitable for display, in Franchisor's sole discretion.

5.4. UNIFORMS AND EMPLOYEE APPEARANCE.

Franchisee shall cause all employees, while working in System Restaurants, to: (i) wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time; and (ii) present a neat and clean appearance. If the type of uniform utilized by Franchisee is removed from the list of approved uniforms, Franchisee shall have sixty (60) days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform.

5.5. VENDING OR OTHER MACHINES.

Franchisee shall not permit vending, video gaming devices or game machines or any other mechanical device to be installed or maintained in its Location without Franchisor’s prior written approval. Franchisee agrees to purchase, install and maintain a continuous music system, approved by Franchisor, in its Location. The music selections will be controlled by Franchisor.

5.6. INSPECTION.

(i) Franchisor’s authorized representatives shall have the right to enter upon the entire main floor and basement of Franchisee’s System Restaurant during business hours, without disrupting Franchisee’s business operations, for the purposes of examining same, conferring with Franchisee’s employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment, and determining whether the business is being conducted in accordance with this Agreement and the System and the Manuals.

(ii) In the event any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Manuals, including but not limited to quality, cleanliness, service, health and authorized product line, Franchisor will notify Franchisee in writing of Franchisee’s non-compliance with the Manuals, the System, or this Agreement. Franchisee shall have twenty-four (24) hours after receipt of such notice, or such other greater time period as Franchisor in its sole discretion may provide, to correct or repair such deficiency or unsatisfactory condition, if it can be corrected or repaired within such period of time. If not, Franchisee shall within such time period commence such correction or repair and thereafter diligently pursue it to completion.

ARTICLE 6. ADVERTISING AND FRANCHISEE CO-OPERATIVES.

6.1. Franchisee and Franchisor acknowledge the value of marketing and advertising. Franchisor agrees to provide Franchisee with materials and advice to support Franchisee’s marketing and advertising efforts. Franchisee agrees to appropriate percentage as stated on the Data Sheet of the Franchise Agreement of its gross sales for each and every week of its operations to Franchisor (the “Marketing Fee”). These funds will be deposited, at Franchisor’s sole discretion, into a segregated marketing account (with other marketing collections) controlled by Franchisor (the “Marketing Fund”).

The Marketing Fund will then be spent for marketing and advertising to benefit Franchisee and/or all regional Franchisees of System Restaurants. The Marketing Fee shall be paid in accordance with the procedure described in Article 9.

6.2. Franchisor, in its sole discretion, may spend the collected fees directly, or may authorize payment of the advertising collections for media time, production of media materials, whether for radio, television, newspapers or store level materials such as flyers, or posters, or for any other type of advertising or marketing use. Franchisor is not, under any circumstances, obligated to contribute to any national or local advertising fund, program, cooperative, or other organization any advertising fees or contributions.

6.3. Franchisor may, in its sole discretion, establish local marketing cooperatives for the common benefit of all WOW Cafe Franchisees. Franchisor has the right, in its sole discretion, to designate any geographical area for purposes of establishing a regional marketing and promotional cooperative ("Cooperative"), and to determine whether you must participate in a Cooperative. If a Cooperative has been established applicable to the WOW Cafe Restaurant at the time you begin operating under this Agreement, you must immediately become a member of such Cooperative. If a Cooperative applicable to the WOW Cafe is established at any time during the term of this Agreement, you must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative begins operation. Franchisor has the right to change, combine or dissolve cooperatives. If the WOW Cafe Restaurant is within fifty (50) miles of more than one Cooperative, you are required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

a) Each member of the Cooperative must contribute one (1%) percent up to three (3%) percent of its weekly gross sales for each and every week of its operations to the Cooperative ("Cooperative Fee");

b) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;

c) Each Cooperative will be organized for the exclusive purpose of administering regional marketing and advertising programs and developing, subject to Franchisor's approval, standardized marketing materials for use by the members in local marking;

d) All activities and contributions to the Cooperative shall be determined by a majority vote of the members in the Cooperatives; and

e) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Franchisor's prior written approval. All such plans and materials shall be submitted to: Franchisor's Marketing Department, Attention: Director of Marketing, 180 New Camellia Blvd, Suite 100, Covington, LA 70433. If you do not receive written disapproval within thirty (30) business days after the date of receipt by Franchisor, your advertising plans and materials will be deemed approved.

6.4. If Franchisor elects to pay all or a portion of the Marketing Fund to a Cooperative and if one of the following events occurs and is not resolved by the Cooperative, then Franchisor reserves the right to exercise sole decision-making power over the advertising funds: (i) if a Cooperative ceases functioning; or (ii) an impasse arises because of the inability or failure of the Cooperative members to resolve any issue affecting the establishment or effective functioning of an individual Cooperative; or (iii) a Cooperative fails to function in a productive or harmonious manner; or (iv) a Cooperative is unable to approve any advertising program within a reasonable time not to exceed thirty (30) days.

6.5. In addition to the Marketing Fee and Cooperative Fee, Franchisee agrees to spend a minimum of FIVE THOUSAND DOLLARS and NO/100 ($5,000.00) for its "Grand Opening" promotion as designated by Franchisor. The "Grand Opening" event is required for all Franchisees and functions to introduce Franchisee's System Restaurant to the public. The application and use of the "Grand Opening" funds shall be controlled by Franchisor's marketing department.

6.6. Franchisee shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by Franchisor, and only in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall fully honor all Gift Cards that are in the form provided or approved by Franchisor regardless of whether a Gift Card was issued by Franchisee or another WOW Cafe franchisee. Franchisee shall sell, issue, and redeem Gift Cards in accordance with procedures and policies specified by Franchisor in the Manual or otherwise in writing, including those relating to procedures by which Franchisee shall request reimbursement for Gift Card issued by other WOW Cafe franchisees and for making timely payment to Franchisor, other WOW franchisees, or a third-party service provider for Gift Cards. All funds from the sales of Gift Cards shall be retained in the selling franchisee's account until Franchisor performs a monthly reconciliation of all Gift Card sales among all franchisees. During the reconciliation, each franchisee's account will be debited or credited, as applicable, to account for sales and redemptions of Gift Cards.

You must pay the monthly fees that may be required by the vendor of the Gift Card system. You may not sell, issue, or redeem gift certificates other than gift cards approved by Franchisor in writing.

Unless otherwise directed by certain state law, Franchisee acknowledges and understands that upon the expiration of any Gift Card all unused funds shall become the property of Franchisor.

ARTICLE 7. COMPANY MARKS AND ADDITIONAL MARKS.

7.1. The license and related rights to use the System, the Manuals, Franchisor's Marks and any other proprietary products granted by this Agreement are applicable only with respect to Franchisee's System Restaurant at the Location, and not elsewhere, except in the event of a relocation approved in writing by Franchisor. This Agreement does not authorize the use of mobile vending vehicles, carts, kiosks or any other non-traditional delivery systems.

7.2. Franchisee shall not interfere in any manner with, or attempt to prohibit, the use of Franchisor's Marks by any other Franchisee of Franchisor or in connection with Nontraditional Franchise Name Restaurants, distribution points or any other system used to distribute Franchise Name authorized or branded products.

7.3. Franchisor may, from time to time, in Franchisor's sole discretion, obtain additional trademark and or service mark rights in words and or designs. In the event of any of these occurrences, Franchisor may license Franchisee to use those trademarks or service marks by giving written notification to Franchisee that such marks now form part of Franchisor's Marks. The term of such license will be coextensive with the term of this Agreement or as otherwise established by Franchisor, and will be subject to all restrictions with respect to the use of those rights as set forth in this Agreement and in the notice granting Franchisee the license.

7.4 In the event that litigation involving the Franchisor's Marks is instituted or threatened against Franchisee, who is still in good standing with Franchisor and is still authorized to use the

Franchisor's Marks, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending or settling such litigation. Franchisor shall defend and hold Franchisee harmless from any claims of trademark infringement for the use of the Franchisor's Marks, provided that Franchisee promptly gives written notice to Franchisor and tenders the full defense of such claim to Franchisor. Franchisor shall have the complete control and direction of any such legal action, including the settlement thereof, without providing notice to Franchisee and shall bear all cost of defense of any such claim or suit.

ARTICLE 8. DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS.

Franchisee agrees to use only Franchisor's approved products and portion control formulas in the preparation of Authorized Products. Franchisee further agrees to only buy Raw Materials, as defined below, manufactured in accordance with Franchisor's specifications from approved manufacturers, distributed by approved distributors, and sold to Franchisee as follows:

8.1. DEFINITIONS.

For the purpose of this Agreement, "distributor" is defined as any entity, except a manufacturer, that directly or indirectly delivers raw materials to the Franchisee. A "manufacturer" is defined as the entity that manufactures and or sells the Raw Materials to a distributor. Raw Materials mean all of the products purchased from distributors, and or manufactured or sold by manufacturers or production entities which are used in the creation of Authorized Products. Raw Materials include, but are not limited to printed paper goods, meats, cheeses, produce, seafood, bakery products, clothing (collectively, the "Raw Materials"). "Authorized" means approved by Franchisor in accordance with the procedures established in this Agreement.

8.2. DISTRIBUTORS.

(i) Franchisee acknowledges that it is generally unrealistic from a cost and service basis to have more than one distributor in the market area of Franchisee's System Restaurant, and that to obtain the lowest distribution costs, all regional Franchisees should only purchase from one authorized Franchise Name distributor. Franchisee agrees to only purchase all equipment, supplies, Raw Materials and other products and materials necessary for the operation of its System Restaurant solely from Authorized distributors, and other authorized sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee and all other System Franchisees needs promptly and reliably; who demonstrate the ability and willingness to work with Franchisor to provide the assistance needed by the those Franchisees in the region and all other System Franchisees; who agree to distribute all authorized Franchise Name products; who comply with Franchisor's reasonable requirements; and who have been approved in writing by Franchisor and not thereafter disapproved.

(ii) If Franchisee desires to purchase any items from an unapproved distributor, whom Franchisee desires to become an Authorized distributor, Franchisee shall first submit a written request for such approval to Franchisor, addressed to: Vice President of Operations: 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433;, accompanied by a similar written request for approval from the proposed distributor. Franchisor shall have the right to require that the proposed distributor provide reasonable financial, operational and economic information regarding its business and that Franchisor's representatives be permitted to inspect the proposed distributor's facilities and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other system restaurants. The proposed distributor shall pay to Franchisor in advance all of Franchisor's reasonable costs in review of the application of the distributor to service the Franchisee as well as all current and future reasonable costs related to inspecting and reinspecting the distributor's facilities, equipment, Raw Materials in the distributor's possession at any time. Franchisor may revoke its approval upon the distributor's failure to continue to meet any of Franchisor's criteria. Nothing in this article shall require Franchisor to approve any distributor. Upon the receipt by Franchisor of Franchisee and the proposed distributor's request for approval in full compliance of this article, Franchisor will notify Franchisee of its decision within ninety (90) days after completion of such application and inspection. In the event an alternate approved distributor to the recommended distributor is used by Franchisee, as a condition thereof Franchisee and all other Franchisees shall authorize the alternate distributor to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and to otherwise comply with Franchisor's reasonable requests.

8.3. MANUFACTURERS.

(i) The parties agree that Franchisor's product specifications and portion control system are highly confidential information and are trade secrets of Franchisor. In order to: (i) achieve appropriate pricing; (ii) obtain the specially formulated Franchise Name authorized Raw Materials for Franchisee and all of Franchisor's System Restaurants; and (iii) establish consistent uniformity of Franchise Name products, Franchisee acknowledges that purchasing by all System or regional Franchisees from approved manufacturers is a necessity. Because of the importance of quality and uniformity of product and the significance of product specifications and portion control in the preparation of Authorized Products to achieve and maintain such quality and uniformity, it is to the mutual benefit of the parties that Franchisor closely control the production and distribution of the Raw Materials used to produce authorized products sold by Franchisee. Similar considerations may also apply to other products which Franchisor may develop in the future. Franchisee therefore agrees to purchase only Raw Materials manufactured in accordance with Franchisor's specifications and quality standards by approved manufacturers who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to meet the needs of Franchisee and all other System Franchisees in a given region promptly and reliably; who demonstrate the ability and willingness to work with Franchisor and to provide the assistance needed by the Franchise Name System and who have been approved in writing by Franchisor and not thereafter disapproved.

(ii) If Franchisee desires to purchase any items from an unapproved manufacturer, who Franchisee desires to become an Authorized manufacturer, Franchisee shall first submit a written request for such approval to Franchisor, addressed to: Vice President of Operations: 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433, accompanied by a similar written request for approval from the proposed manufacturer. Franchisor shall have the right to require that the proposed manufacturer provide reasonable financial, operational and economic information regarding its business and that Franchisor's representatives be permitted to inspect the proposed distributor's facilities and establish economic terms, delivery, service and other requirements consistent with other with other manufacturing relationships for other system restaurants. The proposed manufacturer shall pay to Franchisor in advance all of Franchisor's reasonable costs in review of the application of the manufacturer to service the Franchisee as well as all current and future reasonable costs related to inspecting and reinspecting the manufacturer's facilities, equipment and Raw Materials at any time. Franchisor may revoke its approval upon the manufacturer's failure to continue to meet any of Franchisor's criteria. Nothing in this article shall require Franchisor to approve any manufacturer. Upon the receipt by Franchisor of Franchisee and the proposed manufacturer's request for approval in full compliance of this article and the completion of all of the inspections needed by Franchisor to evaluate the manufacturer, Franchisor will notify Franchisee of its decision within ninety (90) days after completion of such application and inspections. If an alternate approved manufacturer to the recommended manufacturer is used by Franchisee, as a condition thereof Franchisee and all other Franchisees shall authorize the alternate manufacturer to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and to otherwise comply with Franchisor's reasonable requests.

8.4. PURCHASE OBLIGATIONS.

Franchisee agrees to purchase the following items from the Franchisor or an approved distributor and manufacturer designated by Franchisor:

(i) All WOW Cafe Branded Products that bear Franchisor's Mark; Franchisor has a long term strategic plan to create another profit center for Franchisee and itself by the sale of Franchise Name branded products in System Restaurants, supermarkets, grocery stores, etc. To accomplish this goal, Franchisor intends to develop such products. To effectuate this long term strategy, Franchisee agrees to cooperate with Franchisor with respect to the purchase, display and sale of any WOW Cafe Branded Products authorized for sale by Franchisor. Franchisee consents to the receipt by Franchisor of licensing fees from manufacturers who manufacture WOW Cafe Branded Products which will compensate Franchisor for such use of Franchisor's Marks.

(ii) Certain WOW Cafe standard exterior and interior signs; these signs require the prior fabrication of sign molds or advance production in quantity to be either affordable or promptly available. If Franchisor has entered into an agreement with approved sign manufacturer(s), granting rights to use Franchisor's Marks in connection with the signs and to sell such signs to WOW Cafe franchisees, Franchisee agrees to purchase its signs from the authorized sign manufacturer(s).

(iii) Franchisee agrees that at such times that Franchisor establishes a regional or national purchasing program for any of the Raw Materials, which may benefit Franchisee by reduced price, lower labor costs, production of improved Authorized Product(s), increased reliability in supply, improved distribution, Raw Material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

(iv) WOW Café may elect to prepare pre-construction drawings which are designed to aid an architectural / engineering firm in the preparation of the complete construction drawing set for the System Restaurant. The pre-construction drawings may include the following: existing and proposed floor plan, reflected ceiling plan, equipment and furniture plan, finishes and details and typical elevations plan. Should Franchisor elect to offer this service, Franchisee agrees to purchase pre-construction drawings from Franchisor. The fee for the pre-construction drawings will vary depending on the project scope and size of the System Restaurant. Said fee can range from $500 to $2,500 per System Restaurant.

ARTICLE 9. CONTINUING FRANCHISE FEES, REPORTS, BOOKS AND RECORDS.

9.1. CONTINUING ROYALTY FEES.

(i) Franchisee shall pay to Franchisor weekly during the term of this Agreement and any renewals or extensions thereof, appropriate percentage as stated on the Data Sheet of the Franchise Agreement of the weekly gross sales of Franchisee's System Restaurant ("Royalty Fee"). For the purposes of this Agreement, "gross sales," means gross revenues (excluding price discounts and allowances) received by Franchisee as payment, whether in cash or for credit (and, if for credit, whether or not payment is received therefore), for all beverages, food, and other goods, services, and supplies including all sales from approved co-brands as described in Article 22 sold in or from each of Franchisee's System Restaurants, and gross revenues received by Franchisee from any other business (including, but not limited to, all revenues from any mechanical or other device, such as vending, video gaming or game machines installed at the Location) operated at the Location, excluding sales taxes.

(ii) At Franchisor's request, Franchisee shall promptly execute or re-execute within five (5) days after Franchisor's request, and deliver to Franchisor appropriate pre-authorized check forms or such other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to electronically (draft on Franchisee's account by electronic withdrawal), collect the continuing Royalty Fee (see Article 9.1(i)) and Marketing Fee (see Article 6) of gross sales payable under the terms of this Agreement. At Franchisor's request, Franchisee shall, within five (5) days from such request, promptly perform such acts as to enable Franchisor or its designee to connect its computers to Franchisee's computer(s) or Franchisee's POS System so that Franchisor or its designee may electronically obtain statistical information regarding Franchisee's business activities that Franchisor may in its sole discretion request. Franchisee agrees to not disconnect Franchisor or its designee from such connection or phone line at any time, for any reason, without Franchisor's prior written approval. Franchisee specifically authorizes Franchisor to either "upload" or "download" information in and from or to its computers, cash registers or other such devices as allowed by law, as it relates to the System Operation by internet, intranet, and other networks or other means as they become available.

(iii) Franchisee shall report its gross sales by the designated computer system within two (2) days after the end of each business week (currently Tuesday) or at such other times as are established by Franchisor in its sole discretion. Franchisee shall submit written weekly summaries showing results of its operations by the following Saturday. If Franchisee fails to report its sales on a timely basis, Franchisor may estimate the amount of Franchisee's sales. Franchisor will then deposit or transfer the reported, or in the absence of a report, the estimated, amounts due into its own account, using the System Franchisee's pre-authorized checks or other instruments. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Franchisor interest on the unpaid sum at a rate of prime plus 2.5% per annum or the maximum rate allowed by the applicable Federal and/or state law in addition to Franchisor's expenses arising from such non-payment, including bank fees in the amount of at least $50.00, hourly staff charges arising from such default, and any other related expenses incurred by Franchisor. By the 5th day of each month Franchisee shall pay to Franchisor any sums unpaid for the prior month to adjust for sales owed for any partial week or sales that were unpaid, improperly recorded or not credited on Franchisees books and records. Franchisee hereby agrees to pay any sales, use or other tax now or hereinafter imposed on franchise fees, advertising fees or any additional rental collected under the sublease for the Location, imposed by any Federal, state or local governmental authorities. Franchisor, at its sole discretion, may collect the taxes in the same manner as Royalty Fees are collected herein and if Franchisor collects such taxes, Franchisor shall promptly pay the tax collections to the appropriate governmental authority.

9.2. REPORTS AND INSPECTION OF RECORDS.

(i) Franchisee shall submit to Franchisor a quarterly Profit and Loss Statement, signed and certified by Franchisee, and shall provide Franchisee's sales, expenses and financial status with respect to Franchisee's Unit. In addition, Franchisee shall submit to Franchisor an annual Profit and Loss Statement prepared by a Certified or Public Accountant, in accordance with generally accepted accounting principles. Franchisee shall also provide Franchisor with copies of signed original sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. Franchisor reserves the right to require such further information concerning Franchisee's Unit as Franchisor may from time to time reasonably request.

(ii) Upon ten (10) days prior written notice, Franchisor, its agents or representatives may audit Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. In connection with such audit(s) or other operational visits, Franchisee agrees to keep its cash receipts records, weekly and monthly control forms, accounts payable records including all payments to Franchisee's suppliers in its System Restaurant or at its business office for three (3)years after their due date, which records shall be available for examination by Franchisor or its representative(s), at Franchisor's request. Without any prior written notice, Franchisor, its agents or representatives may inspect Franchisee's entire System Restaurant and Franchisee's daily, weekly and monthly statistical information. Franchisee shall make such information available for such inspections in recognition that an operational inspection cannot succeed without review of essential statistical information.

(iii) If any audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more, then in addition to any other sums due, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, plus interest at the highest compound rate authorized by the state in which the System Restaurant is located.

(iv) Franchisee acknowledges that Franchisor's Operations Department regularly reviews ongoing operations at System Restaurants to ensure consistency of products and service and compliance with the Manuals and this Agreement. Franchisee therefore agrees to promptly complete and submit all forms requested by Franchisor's Operations Department, whether on a daily, weekly or monthly basis. Non-compliance with this obligation constitutes a material violation of this Agreement.

ARTICLE 10. COVENANT REGARDING OTHER BUSINESS INTERESTS.

10.1. For purposes of this Article only, "Franchisee" shall mean and include the individual Franchisee; Franchisee's spouse and minor children; Franchisee's shareholders, officers, and directors, if Franchisee is a corporation; and any one or more partners or participants in Franchisee, if Franchisee is a partnership or joint venture, or members, if Franchisee is an LLC.

10.2. Franchisee acknowledges that the System is unique and distinctive and has been developed by Franchisor at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

(i) During the term of this Agreement, except with Franchisor's prior written consent, Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail or wholesale of any chicken wings, chicken tenders, wraps or hamburger type food products or any other main course item authorized by Franchisor, now or in the future approved by Franchisor for use in Franchisee's System Restaurant, or have any employment or interest in any firm engaged in the production or sale of such products.

(ii) Upon the termination, expiration or nonrenewal of this Agreement, or if Franchisee assigns or transfers its interest herein to any person or business entity, or if any person identified in the first paragraph of this Article terminates its relationship with Franchisee, then for a period of twenty four (24) months thereafter such Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail of any chicken wings, chicken tenders, wraps or hamburger type food product, or have any employment or interest in any firm engaged in the production or sale at retail or wholesale of any such products, at a site within a radius of fifty (50) miles of any of Franchisee's former System Restaurants or within twenty (20) miles of any other System Restaurant or Distribution Point then existing, unless Franchisor gives its prior written consent. If Franchisee violates the terms of this paragraph, Franchisee shall pay to Franchisor, as liquidated damages, an amount equal to FIFTEEN HUNDRED DOLLARS ($1,500.00) per month for each month this covenant is violated, plus seven percent (7%) of the gross sales achieved at the site during the continuation of such violation.

(iii) In the event any portion of the above covenants violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice.

10.3. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 11. INTERFERENCE WITH EMPLOYMENT RELATIONS.

Without Franchisor's prior written consent, during the term of this Agreement, Franchisee shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial or operational position who is at the time or was at any time during the prior six (6) months employed by Franchisor. Request for Franchisor's consent shall be sent in duplicate and addressed in writing to Franchisor's Vice-President of Operations, 180 New Camellia Blvd, Suite 100, Covington, LA 70433.

ARTICLE 12. SUBFRANCHISORS, SALESMEN.

Inasmuch as this Agreement has not been executed by the Franchisee at the office of Franchisor, Franchisor requires certain assurances that this Agreement has been sold in accordance with applicable laws, rules and regulations. Accordingly, in order to induce Franchisor to execute this Agreement, Franchisee agrees to execute a Franchise Disclosure Acknowledgement Statement to this Agreement that acknowledges that Franchisor is relying upon the acknowledgments, representations and commitments of Franchisee that no other salesman, staff member, entity, or associate of Franchisor has met Franchisee regarding this franchise sale or the offer and acceptance thereof other than those set forth therein. The statement shall identify all sales persons involved in the sales, negotiation and execution of this Agreement and shall identify any subfranchisor. Franchisor shall be entitled to rely on the Franchise Disclosure Acknowledgement Statement, and Franchisee shall be bound by its contents.

ARTICLE 13. NATURE OF INTEREST, AND TRANSFER.

13.1. GENERAL PROVISIONS.

(i) This Agreement shall inure to the benefit of the successors and assigns of

Franchisor. Franchisor shall have the right to transfer or assign this Agreement to any person or legal entity who assumes its terms and agrees to comply with Franchisor's obligations contained herein. Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment.

(ii) The rights and duties created by this Agreement are personal to Franchisee. Accordingly, except as otherwise permitted herein, neither Franchisee nor any person with an interest in Franchisee shall, without Franchisor's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or, if Franchisee is a partnership, joint venture, LLC or corporation, any direct or indirect interest in Franchisee. Any such purported assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell its System Restaurant pursuant to the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, Franchisee's sublease or the real or personal property used in connection with Franchisee's System Restaurant.

(iii) Upon immediate completion of Franchisee's sale transaction, Franchisee shall pay to Franchisor an administrative/transfer fee of SEVENTEEN THOUSAND AND FIVE HUNDRED DOLLARS ($17,500.00) to cover Franchisor's training expenses and additional cost associated with the transfer. This administrative transfer fee will not be due with respect to any transfer that (together with all other related previous, simultaneous, or proposed transfers) does not result in the transfer of control of Franchisee.

(iv) Franchisee's rights may pass to Franchisee's next of kin or legatee if they assume Franchisee's obligations and attend and complete Franchisor's training program. Upon Franchisee's disability, Franchisee may sell the franchise or keep it, if operated by trained personnel.

(v) Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise.

(vi) If Franchisee is an individual, Franchisor hereby consents to the assignment of this Agreement and any and all obligations referable thereto without any fee charged by Franchisor to a corporation, or other entity, principally owned by Franchisee within ninety (90) days from the date hereof. Upon such assignment and assumption by the corporation, or other entity, along with delivery of executed originals of same to Franchisor, Franchisee/Transferee must enter into a Personal Guarantee, attached hereto as Attachment A, regardless of your ownership in the business entity.

13.2. CONSENT TO TRANSFER.

For all proposed transfers or assignments of this Agreement, Franchisor will not unreasonably withhold its consent to any transfer or assignment which is subject to the restrictions of this Article, provided however, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the effective date of assignment:
:

(i) Upon the execution of this Agreement and upon each direct or indirect transfer of an interest in this Agreement or in Franchisee and at any other time upon Franchisor's request, Franchisee shall, within five (5) days prior to such transfer or at any other time at Franchisor's request, furnish Franchisor with an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Franchisor or if none exist and a list of all shareholders or partners having an interest in this Agreement or in Franchisee, the percentage interest of each shareholder or partner, and a list of all officers and directors, in such form as Franchisor may require.

(ii) Franchisee's written request for transfer of either a partial or whole interest in this Agreement or Franchisee's System Restaurant must be accompanied by an offer to Franchisor of a right of first refusal at the same price offered by any bona fide buyer less 5% Franchisor shall have the right and option, exercisable within fifteen (15) days after receipt of such written notification, to send written notice to Franchisee or such person that Franchisor or its third-party designee, intends to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party. If Franchisor accepts such offer, the transfer/administrative fee due by Franchisee shall be waived by Franchisor. Any material change in the terms of an offer prior to closing shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such option shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

(iii) The Franchisee is not in default under the terms of this Agreement or any other agreement with Franchisor, the Manuals or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor have been paid in full.

(iv) The Franchisee and its shareholders or members, if the Franchisee is a corporation or limited liability company, have executed a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its shareholders, directors, officers, subfranchisors, and employees.

(v) The transferee/assignee has demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new Franchisees or for holders of an interest in a franchise, including, without limitation, possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, and the ability to fully comply with the terms of this Agreement.

(vi) The transferee/assignee, its manager or other employees responsible for the operation of the System Restaurant have satisfactorily completed Franchisor's training program.

(vii) The transferee/assignee executes such other documents as Franchisor may require. This will include a replacement franchise agreement on the then-current franchise agreement and any other forms used by Franchisor

ARTICLE 14. TERM, DEFAULT AND TERMINATION.

14.1. TERM.

(i) Provided Franchisee is not in default of the terms and conditions contained in its Location lease and this Agreement, this Agreement shall continue for a period of ten (10) years commencing upon the Franchisee opening the System Restaurant.

(ii) Franchisee may renew the rights granted by this Agreement for two (2) additional terms of ten (10) years each, subject to the following conditions:

(a) Franchisee gives Franchisor written notice of Franchisee's election to renew not less than six and not more than twenty-four (24) months before the end of the then current term;

(b) Franchisee is not in default of any provision of this Agreement or any amendments to this Agreement, the Location lease, the Manuals or any monetary obligation owed to Franchisor; and

(c) At Franchisor's request, Franchisee shall undertake and complete the reasonable renovation or modernization of its System Restaurant.

(d) Franchisee shall execute Franchisor's then-current franchise agreement and related agreements.

14.2. DEFAULTS WITHOUT OPPORTUNITY TO CURE.

Franchisee shall be in default and Franchisor may, at its option, upon thirty (30) days written notice to Franchisee, terminate this Agreement and all rights granted by it, without affording Franchisee any opportunity to cure the default, upon the occurrence of any of the following events:

(i) Franchisee's knowingly or intentionally maintaining false books or records, or submitting any false report or payment to Franchisor;

(ii) Franchisee's conduct of the System Restaurant licensed pursuant to this Agreement is so contrary to this Agreement, the System and the Manuals as to constitute an imminent danger to the public health (for example, selling spoiled food knowing that the food products are spoiled or allowing a dangerous condition arising from a lack of security for customers to continue despite Franchisee's knowledge of such condition), or selling regularly unauthorized products to the public after notice of default and continuing to sell such products whether or not Franchisee has cured the default after one or more notices;

(iii) The conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of Franchisor, to adversely affect the System, Franchisor's Marks; the goodwill associated with the System or Franchisor's interest in each of them by Franchisee's, or its controlling or operating shareholders or members if Franchisee is a limited liability company.

(iv) Franchisee's intentional disclosure or use of the contents of the Manual, trade secrets or confidential or proprietary information provided to Franchisee by Franchisor in violation of this Agreement, excluding acts of independent employees or others not under Franchisee's control; or

(v) If Franchisee repeatedly commits defaults under any provisions of this Agreement or any other agreement with the Franchisee on three (3) or more occasions in any twelve (12) month period, or six (6) or more occasions in any consecutive twenty-four (24) month period, even if Franchisee cured each such prior default, and even if Franchisee would otherwise be given an opportunity to cure the current default.

(vi) Franchisee's, without Franchisor's consent, ceasing to operate or otherwise abandoning its System Restaurant or any other System Restaurants or, upon destruction of its System Restaurant, failure to rebuild and resume operation within a reasonable time. Cessation of the business shall not constitute a default under this Agreement if caused by condemnation, expiration of a Location lease pursuant to its terms at execution, natural, governmental or supplier related causes out of Franchisee's control, or when failure to rebuild following destruction of the System Restaurant is prohibited by law or the Location lease. In the event of termination pursuant to this subsection, the written notice period shall commence five (5) days from the date Franchisor sends written notice to Franchisee. At the expiration of this time period, this Agreement shall be deemed terminated. For purposes of this article, ceasing to operate or otherwise abandoning its System Restaurant shall be defined as Franchisee's failure to open its Franchise Name Restaurant for business for five (5) consecutive days.

14.3. DEFAULTS WITH OPPORTUNITY TO CURE.

(i) Except as otherwise provided in this Agreement, Franchisee shall have ten (10) days after Franchisor's written notice of default within which to remedy any default under this Section 14.3, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as applicable law may require, Franchisor may, at its option, terminate this Agreement and all rights granted by it, by sending a five (5) day written notice of cancellation of this Agreement to Franchisee. Upon the expiration of such five (5) day period, this Agreement shall end and expire as if it were the day fixed for termination of this Agreement.

(ii) Franchisee shall be in material default under this Article for any failure to comply with any of the requirements imposed by this Agreement. Such material defaults shall include, without limitation, the occurrence of any of the following events:

(a) Franchisee's failure, refusal, or neglect to promptly pay any monies owed to Franchisor when due, or to submit the financial or other information required by Franchisor under this Agreement.

(b) Franchisee's failure to maintain the standards specified by Franchisor in the Manual or otherwise.

(c) Franchisee's failure, refusal or neglect to obtain Franchisor's prior written approval or consent as required by this Agreement.

(d) Franchisee's misuse or unauthorized use of Franchisor's Marks or other material impairment of the goodwill associated therewith or Franchisor's rights therein.

(e) Franchisee's commencement or conducting of any business operation, or marketing of any product, under a name or mark which, in Franchisor's reasonable opinion, is confusingly similar to Franchisor's Marks.

(f) Franchisee's default, without cure after the applicable grace period, under any lease, sublease, sub-sublease, mortgage, or deed of trust covering the Location.

(g) Franchisee's failure to procure or maintain the insurance required by this Agreement or in the lease and sublease for the Location.

(h) Franchisee's default in the performance of any term, condition or obligation in payment of any indebtedness to its landlord or sublandlord, distributors or suppliers or others arising out of the purchase of inventory, supplies or purchase or lease of equipment for operation of its System Restaurant, and if any such default is not cured within thirty (30) days after written notice by Franchisor to Franchisee, unless Franchisee is determined by a court of competent jurisdiction to be not in default.

14.4. In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Franchisor's administrative employees shall be paid to Franchisor by Franchisee within five (5) days after cure.

14.5. Notwithstanding the obligations of Franchisee and Franchisor to arbitrate all disputes and other conflicts, Franchisee and Franchisor acknowledge that certain defaults require immediate action to protect the appropriate party. Accordingly, Franchisor and Franchisee each hereby consent to and authorize the other party to apply to any court of competent jurisdiction for judicial assistance in restraining and enjoining violations of this Agreement. Both Franchisor or Franchisee are entitled to an injunction restraining Franchisor or Franchisee from committing or continuing to commit any default, breach or threatened breach of this Agreement, without showing or proving any actual damage sustained by the party seeking such relief.

14.6. Non-enforcement by Franchisor of any violation of the terms of this Agreement by Franchisee shall not constitute a waiver of such violation by Franchisor nor shall Franchisor be deemed to have waived any of its rights to enforce compliance by Franchisee of such breach or any other breach of this Agreement.

14.7. EARLY TERMINATION

In addition, If Franchisee ceases to operate or otherwise abandons its System Restaurant before this Agreement expires without Franchisor's prior written consent, Franchisee must pay Franchisor an early termination fee ("Early Termination Fee") for breaching this Agreement. The amount of the Early Termination Fee is calculated as follows:

(i) Compute the average monthly Royalty and Marketing Fees paid during the twelve (12) month period immediately preceding the date Franchisor receives notification of the closure, or, if the store has been open for less than twelve (12) months, the average monthly Royalty and Marketing Fees paid since the opening of the restaurant; and

(ii) Multiply the average monthly Royalty and Marketing Fees calculated in (i) above by the number of months remaining in the term of the Franchise Agreement;

For example purposes only: If the average monthly Royalty and Marketing Fees were $1,000 and there were five (5) years (60 months) remaining in the term of the Franchise Agreement, the Early Termination Fee would be $60,000, calculated as follows: $1,000 x 60 months = $60,000.

If Franchisee unilaterally terminates this Agreement prior to the end of the term of this Agreement, Franchisee must give Franchisor ninety (90) days prior written notice of the early termination (the "Early Termination Notice"). Within ten (10) days of Franchisor's receipt of Franchisee's Early Termination Notice, Franchisor will calculate the Early Termination Fee, which will be due and payable thirty (30) days prior to the closure of the System Restaurant covered by this Agreement. In the event that Franchisee does not (i) provide Franchisor with the Early Termination Notice at least ninety (90) days prior to the early termination of the System Restaurant and this Agreement; (ii) remain open for at least ninety (90) days after providing Franchisor with the Early Termination Notice; and (iii) pay the Early Termination Fee in full at least thirty (30) days prior to closing the System Restaurant covered by this Agreement, the Early Termination Fee due will be increased as follows: it will be calculated by multiplying the average monthly Royalty and Marketing Fees by the number of months remaining in the term of the this Agreement, and the Early Termination Fee will increase by ten percent (10%).

If Franchisee has not paid its Royalty and Marketing Fees for any period(s) within the twelve (12) months prior to notifying Franchisor of its early termination, or if Franchisee has not reported its Gross Sales for any period(s) within the twelve (12) months prior to notifying Franchisor of Franchisee's intended early termination, Franchisor will estimate the Royalty and Marketing Fees based upon prior reports to calculate the average monthly Royalty and Marketing Fees.

ARTICLE 15. RIGHTS AND OBLIGATIONS UPON TERMINATION.

Upon the termination of Franchisee's rights granted under this Agreement, (whether during the term of the Agreement or at its conclusion) the following shall apply:

15.1. Upon termination of this Agreement by lapse of time or by default, Franchisee's right to use Franchisor's Marks, or any other mark distributed by Franchisor or insignia or slogan used in connection therewith, or any confusingly similar trademark, service mark, trade name or insignia shall cease. Franchisee shall immediately discontinue use of Franchisor's Marks, System, and color scheme. Franchisee shall at its own cost, make cosmetic changes to Franchisee's System Restaurant from Franchisor's proprietary designs including, but not limited to, the removal of all WOW Cafe identifying materials and distinctive Franchise Name cosmetic finishes, tile walls, interior wall coverings and colors, exterior finishes and colors, signage and WOW Cafe counter equipment (which shall be deemed proprietary to Franchisor) from the Location as Franchisor may reasonably direct.

15.2. Franchisor may retain all fees paid pursuant to this Agreement.

15.3. Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

15.4. Any and all rights of Franchisee under this Agreement shall immediately cease and terminate.

15.5. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which constitute post-termination covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.6. Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

15.7. If Franchisee has registered any of Franchisor's Marks or the name "WOW Cafe & Wingery" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks therefrom.

15.8. In addition to the Early Termination Fee set forth in Article 14, Franchisee shall immediately pay any and all amounts owing to Franchisor.

15.9. Franchisor shall have the option, exercisable by written notice within thirty (30) days after the termination of this Agreement, to take an assignment of all telephone numbers (and associated listings) for Franchisee's System Restaurant. Franchisee is not entitled to any compensation from

Franchisor if Franchisor exercises this option.

ARTICLE 16. INSURANCE.

16.1. Franchisee shall obtain and maintain insurance coverage which shall in each instance designate Franchisor as an additional named insured, with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld as follows:

(i) Comprehensive general liability insurance (including products liability and sexual harassment coverage) with coverage of at least $1,000,000 per occurrence, and $1,000,000 aggregate with full replacement value of business contents property coverage. WOW Cafe and Wingery Franchising Account, LLC must be listed as an additional insured.

(ii) Business interruption insurance, including Location rentals and Additional Rentals for twelve (12) months after casualty, in amounts equal to at least $100,000. The business interruption insurance shall include an endorsement providing coverage for off-premise power failure or utility interruption caused by any covered cause of loss as stated in the policy.

(iii) Workers' compensation insurance as required by applicable law.

(iv) Fire, and extended coverage insurance, insuring the construction of improvements and completed System Restaurant operated by Franchisee, for the full replacement value thereof.

(v) If Franchisee establishes a delivery service for Authorized Products, Franchisee shall obtain separate non-owned auto coverage insurance. Franchisee may not directly or indirectly deliver any Authorized Products until such insurance is obtained and Franchisor named as additional insured therein.

16.2. In the event of damage to the System Restaurant covered by insurance, the proceeds of any such insurance shall be used to restore the System Restaurant to its original condition as soon as possible, unless such restoration is prohibited by the Location lease or Franchisor has otherwise consented to in writing. Upon obtaining such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage and or at such other times upon the request of Franchisor.

16.3. Franchisee shall, prior to opening its System Restaurant, file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring thirty (30) days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Franchisor's costs in taking such action.

ARTICLE 17. SOLE OBLIGATIONS OF FRANCHISOR.

17.1. As described in Franchisor's Franchise Disclosure Document (the "FDD"), received by Franchisee at least fourteen (14) business days prior to the execution , unless otherwise directed by certain state law, of this Agreement, Franchisor has obligated itself to provide specific services to Franchisee. Franchisor also provides other voluntary services at its sole discretion. Franchisor and Franchisee agree that the following are the only required obligations of Franchisor:

(i) To reasonably assist Franchisee with any operational or financial problem encountered by Franchisee, after notice to Franchisor's Vice President of Operation, 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433, by certified mail (return receipt requested) or at any subsequent addresses established by Franchisor, of Franchisee's problem and the type of assistance needed. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee. Franchisor, in its sole discretion, may provide any assistance at Franchisor's designated office or where Franchisee is located, at a time to be determined by Franchisor.

(ii) To reasonably administer the advertising program. Franchisee acknowledges that pursuant to the advice of advertising and marketing professionals, advertising collections will at times be aggregated until sufficient revenues are accumulated to commence or complete an advertising or marketing program. Reasonable administration shall be deemed to be good faith attempts to utilize the advertising funds in accordance with the advice and suggestions of the advertising and marketing staff or outside advertising and or marketing companies, consultants or other entities retained for such purpose.

(iii) To assist Franchisee in arranging for the initial financing of its System Restaurant, if feasible and necessary (Franchisor is not directly or indirectly responsible for the failure of Franchisee to meet the qualifying standards of such independent financing sources).

(iv) To supply to Franchisee a set of standard decor and layout plans and to thereafter approve the initial decor and layout of Franchisee's System Restaurant, upon Franchisee meeting all criteria with regard to same.

(v) To loan Franchisee a copy of its Operations Manual or computer diskette thereof which manual contains mandatory and suggested specifications, standards and procedures, as well as any other Manuals produced by Franchisor. These Manuals are confidential and remain Franchisor's property.

(vi) To train Franchisee in accordance with this Agreement, and to provide Franchisee with assistance in opening the System Restaurant.

17.2. Franchisor shall not and cannot be held in breach of this Agreement until (i) Franchisor has received notice of any alleged breach from Franchisee in duplicate, by registered mail, sent to the parties set forth in sub-section (i) of this Article; and (ii) Franchisor has failed to remedy the breach within a reasonable period of time after such notice, which period shall not be less than sixty (60) days. This is a material term of this Agreement and may not be modified or changed by any arbitrator in an arbitration proceeding or otherwise in any court of competent jurisdiction.

ARTICLE 18. POINT OF SALE SYSTEM, COLLECTION OF DATA.

18.1. This Agreement and the Manuals require the submission of weekly statistical control forms as well as other financial, operational and statistical information required by Franchisee and Franchisor to: (i) assist Franchisee in the operation of its System Restaurant in accordance with the System; (ii) allow Franchisor to monitor the Franchisee's gross sales, purchases, costs and expenses; (iii) enable Franchisor to develop system wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new authorized products or the removal of existing unsuccessful Authorized Products; (v) enable Franchisor to refine existing Authorized Products; (vi) generally improve system wide understanding of the System; and (vii) obtain new types of information unknown at this time (collectively, the "Information"). To achieve these results, cash collection and data processing systems are necessary.

18.2. Franchisee agrees to purchase and use the point of sale cash collection and data processing system (the "POS System") and only the specified software authorized by Franchisor, as specified in the Manuals or otherwise by Franchisor in writing. The POS System includes a PC based cash register, register tape printer, magnetic stripe reader, cash drawer, defined Franchisor polling and register software and telecommunications equipment. Franchisee also agrees to accept all forms of payment as directed by Franchisor, including certain designated credit and/or debit cards and to purchase or lease all necessary equipment to accept such payment.

18.3. Franchisee agrees to: (i) connect the POS System to the internet; (ii) maintain it in good working order; and (iii) not disconnect any POS System connection from the internet at any time, for any reason, without prior written approval. Franchisee agrees, at Franchisor's request, to maintain membership in a designated third party network for the purpose of implementing, transmitting, collecting and maintaining any Information or data exchange system. Franchisee specifically authorizes Franchisor to either "upload" or "download" information in and from or to its computers, cash registers or other such devices as allowed by law, as it relates to the operation of the System by internet, intranet, and other networks or other means as they become available.

18.4. Franchisee agrees to pay all reasonable and necessary expenses, fees and costs for support service for the POS System software during the term of its franchise and any renewals. Franchisee shall identify and deal with third party software support suppliers who will provide 24-hour telephone support and annual maintenance for any upgrades and enhancements that they make to the required POS System software. Franchisor may revise the POS System specifications. Franchisee may be required to upgrade or update its POS System recording system. On Franchisor's request, Franchisee must apply for and maintain debit card, credit card or other non-cash payment systems to enable customers to purchase products through these procedures. There is no contractual limitation on Franchisor's right to receive information through the POS System.

ARTICLE 19. RELATIONSHIP OF PARTIES, DISCLOSURE.

19.1. Franchisor and Franchisee are not and shall not be considered joint ventures, partners, or agents of each other, or anything other than Franchisor and Franchisee, and neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is not a fiduciary relationship. Franchisee shall not, under any circumstances, act or hold itself out as an agent or representative of Franchisor. Franchisee agrees to defend and indemnify and hold Franchisor harmless from any claims, demands, liabilities, actions suits or proceedings asserted by third parties arising out of the operation of Franchisee's System Restaurant or Franchisee's breach of any of the terms of this Agreement. Franchisee agrees to provide a defense if appropriate to any such claims, demands, liabilities, actions suits or proceedings and is responsible for all costs and attorney's fees associated with the defense. Franchisor reserves the right and Franchisee recognizes the right of Franchisor to select counsel for any such defense.

19.2. As set forth in the Franchise Disclosure Document delivered to Franchisee as described above, Franchisee acknowledges that Franchisor has entered into certain subfranchise agreements with subfranchisors,area developers and/or master franchisees in certain areas and territories. Pursuant to these contracts, the subfranchisors of Franchisor are obligated to provide certain sales, operational and support services for Franchisor. Franchisee acknowledges that the relationship between Franchisor and all of its subfranchisors and or area developers is strictly contractual and that no subfranchisor and or area developer is an agent of Franchisor. Accordingly, Franchisee acknowledges and agrees that any past, current or future subfranchisor is not the actual, express or implied agent of Franchisor, and has no power or authority to: (i) act on Franchisor's behalf; (ii) enter into or execute any agreement on Franchisor's behalf; (iii) make any representation or promise on Franchisor's behalf; or (iv) bind Franchisor in any way. Unless otherwise specifically agreed to in writing, Franchisor expressly disavows any acts by others, including subfranchisors that purport to bind Franchisor in any way. Franchisee agrees to waive any claim or defense in any litigation or arbitration proceeding that a subfranchisor is the express or implied agent of Franchisor. Franchisee agrees that any attempt to raise, assert or justify such claim or defense in any proceeding constitutes a material default of this Agreement.

ARTICLE 20. DISPUTE RESOLUTION: ARBITRATION AND LEGAL PROCEEDINGS

20.1. Franchisor and Franchisee acknowledge that disputes or disagreements may arise during the term of this Agreement and any renewals thereto. Franchisor and Franchisee have elected to resolve such disputes or disagreements in a non-judicial alternative dispute resolution format ("ADR"). An ADR format minimizes the expense of dispute resolution and generally can be accomplished in a more expeditious and effective manner. By agreeing to an ADR format, both Franchisee and Franchisor are also waiving a number of rights, remedies and privileges which may arise in a judicial resolution format. In view, however, of the continuing relationship between Franchisee and Franchisor over the original and renewal terms of this Agreement, both Franchisee and Franchisor agree that an ADR format is the most economical, efficient and practical way to resolve disputes and disagreements.

20.2. Accordingly, except as otherwise provided in this Agreement, in the event of any dispute or disagreement between Franchisor and Franchisee with respect to any issue arising out of or relating to this Agreement, the negotiations or dealings leading up to it, its breach, its interpretation or any other disagreement between Franchisee and Franchisor, such dispute or disagreement shall be resolved by arbitration within the jurisdiction, as set forth in Exhibit J of the Franchise Disclosure Document. In the event of any dispute or disagreement, Franchisee and Franchisor both agree to submit the dispute to arbitration in accordance with the least expensive procedure of the American Arbitration Association ("AAA"), and the application for such arbitration shall be filed in the AAA's office in New Orleans, Louisiana. Franchisor and Franchisee agree that the hearing(s) shall be held in New Orleans, Louisiana before a panel of three (3) arbitrators. This paragraph shall not apply to any monetary defaults of Franchisee, including Franchisee's obligation to pay franchise and advertising fees to Franchisor, as to which Franchisor shall be free to utilize any right or remedy it may have at law or equity.

20.3. Franchisor and Franchisee agree that this Agreement evidences a transaction involving interstate commerce and that the enforcement of this arbitration provision and the confirmation of any award issued to either party by reason of an arbitration conducted pursuant to this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C.A. §§ 1 *et seq*.

20.4. Punitive or exemplary damages or attorney's fees may not be awarded by the arbitrator(s), and any such award shall not be enforceable or enforced by any court. Except as otherwise provided, each party shall bear its own attorney's fees, expert witness fees, and other court costs incurred in connection with any legal action or arbitration between Franchisor and Franchisee. If the waiver of punitive or exemplary damages or legal fees and related costs are in violation of the laws of the state where the Franchisee's System Restaurant is located, such claims may be awarded by the arbitrator(s), and any such award shall be enforceable or enforced in any court of appropriate jurisdiction. This agreement shall be strictly construed in the arbitration hearing. In no event can the material provisions of this Agreement including, but not limited to the method of operation, Authorized Product line or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be modified or changed by the arbitrator at the arbitration hearing.

20.5. This Agreement shall be interpreted and construed under the laws of the State of Louisiana, which laws shall prevail in the event of any conflicts.

20.6. Except for injunctive relief (including temporary restraining orders, preliminary injunctions and injunctions or similar relief which must be brought in an appropriate local forum), the parties agree that any action brought by either party against the other in any court, shall be brought in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee agrees that mailing to its last known address by certified mail of any process shall constitute lawful and valid process. In all cases, Franchisee and Franchisor each waives any right to a trial by jury. Notwithstanding the foregoing, if the laws of the state where Franchisee’s System Restaurant is located requires jurisdiction of the courts of that state or control by the laws of that state, then this Agreement shall be deemed modified to comply with the applicable laws thereto.

20.7. The terms of this article shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 21. EXECUTION, REQUESTS, CONSENTS AND WAIVERS.

21.1. This Agreement takes effect upon its acceptance and execution by Franchisee and Franchisor, and shall be governed by and construed in accordance with the laws of the State of Louisiana, USA. Franchisee agrees that Franchisor is not required to act uniformly with respect to any request for waivers, requests and consents by its franchisees as each request will be considered on a case by case basis, and nothing shall be construed to require Franchisor to grant any such request. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor’s sole discretion, at any time and for any reason, effective upon ten (10) days prior written notice to Franchisee. 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, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

21.2. Unless otherwise provided, whenever this Agreement requires Franchisee to obtain Franchisor’s prior written consent, Franchisee shall timely address its written request for such consent in duplicate to Vice President of Operations, 109 New Camellia Blvd, Suite 100, Covington, Louisiana 70433 or such other persons as Franchisor may designate in writing. Neither Franchisee nor Franchisor shall be deemed to have waived or impaired any right, power or option reserved by this Agreement, including, without limitation, its right to demand strict compliance with every term, condition, and covenant herein, or to declare any breach thereof a default and to terminate this Agreement prior to the expiration of its term, by virtue of any custom or practice of the parties at variance with the terms hereof; by any forbearance, delay, failure, or omission to exercise any right, power, or option, whether of the same, similar, or different nature, against Franchisor, Franchisee, or any other Franchisee; or by the acceptance of any payments due after any breach of this Agreement.

ARTICLE 22. MISCELLANEOUS PROVISIONS.

22.1. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

22.2. This Agreement and all exhibits, attachments, or addendums constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

22.3. There is no other agreement, representation or warranty made by Franchisor or any other entity or person associated with Franchisor other than contained in this Agreement. This Agreement is not subject to or conditioned upon the obtaining of a Location for Franchisee's System Restaurant. Notwithstanding the foregoing, the representations made in the Disclosure Document shall be unaffected by any statements in this section. This section shall not be read to waive any rights Franchisee may have under any state statute or regulations.

22.4. Except as otherwise provided, each party shall bear its own attorney's fees arising from the negotiations and execution or lack of execution of this Agreement.

22.5. Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not affect the validity or enforceability of any other portion of this Agreement.

22.6. All notices to Franchisor required by the terms of this Agreement, unless otherwise provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to the parties set forth in this Agreement, or at such other address as Franchisor designates. All notices to Franchisee required by the terms of this Agreement shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisee at the Location, or at such other or additional address as Franchisee designates in writing. If Franchisee refuses acceptance of any certified, registered or overnight delivery, acceptance shall be deemed to have occurred forty-eight (48) hours after rejection of such notice.

22.7. Franchisee acknowledges that the evolution of the System requires the development of Nontraditional Franchise Name Restaurants, Franchise Name Distribution Points and Branded Products.

22.8. For the purpose of this article, a co-brand shall be defined as an independent operating system owned by another entity (not Franchisor) that is incorporated as an operational part within the Franchisee's System Restaurant. An example would be an independent ice cream/yogurt operation installed within Franchisee's System Restaurant. Subject to Franchisor's prior written approval, Franchisee may install approved co-branding marketing systems to be operated in conjunction with Franchisee's System Restaurant. Franchisor shall not be required to approve any co-branding marketing system unless Franchisor has recognized that co-branding system as an approved co-brand for operation within its system restaurants, either nationally or regionally. Inasmuch as Franchisee and its employees will be incorporating the co-brand within its System Restaurant, all sales of the co-brand shall be included within the definition of "gross sales" as defined herein and Franchisee shall pay to Franchisor franchise and advertising fees for such sales.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by Franchisor.

WITNESSES:	**FRANCHISEE:**
____________________________	By:___________________________________
Print Name:	Print Name:____________________________
	Title: _________________________________
____________________________	Date: _________________________________
Print Name:	
	FRANCHISOR: WOW CAFE AND WINGERY FRANCHISING ACCOUNT, LLC
_____________________________	By: __________________________________
Print Name:	Name: _______________________________
	Title: ________________________________
_____________________________	
Print Name:	Effective Date: _________________________

EXHIBIT B

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In consideration of being a Franchisee of WOW Café & Wingery Franchising Account, LLC, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Undersigned hereby acknowledges and agrees that:

Pursuant to a Franchise Agreement dated _________________, 20___ (the "Franchise Agreement"), ____________________________________(the "Franchisee") has acquired the right to establish and operate a System Restaurant, and Franchisor has granted the right to establish and operate a System Restaurant as that term is defined in the Franchise Agreement (the "Franchised Business") and the right to use in the operation of the Franchised Business Franchisor's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in Franchisor's sole discretion, only at the following authorized and approved location.

Franchisor, as a result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system ("the System") relating to the establishment and operation of Franchised Businesses. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, as defined in the Franchise Agreement, which includes certain proprietary trade secrets, recipes, methods of preparation, customer and supplier lists, product and equipment specifications, product content, and operational, sales, promotion and marketing methods, plans, techniques and knowledge of, and experience in, the operation of the Franchised Business (the Confidential Information").

Any information, trade secrets, recipes, methods of preparation, customer and supplier lists, product and equipment specifications, product content, and operational, sales, promotion and marketing methods, plans, techniques and knowledge of, and experience in, the operation of the Franchised Business shall be deemed to be Confidential Information for purposes of this Agreement.

The Undersigned acknowledges that all Confidential Information shall be owned and shall continue to be owned by Franchisor.

The Undersigned acknowledges that all Confidential Information shall never ever be removed from Undersigned's place of business without expressed written permission from Franchisor.

Pursuant to the Franchise Agreement, Franchisor will disclose the Confidential Information to the Undersigned in furnishing to the Undersigned training programs, Franchisor's Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

The Undersigned will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

The Undersigned acknowledges that all Confidential Information shall never be duplicated nor copied in any manner whatsoever without the expressed written permission from Franchisor.

The Undersigned acknowledges that, upon instruction by Franchisor, all Confidential Information shall be returned and/or destroyed by Undersigned upon the termination of Undersigned's relationship with Franchisor.

The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to the

Undersigned solely on the condition that the Undersigned agree, and the Undersigned does hereby agree, that the Undersigned shall hold in strict confidence all Confidential Information and all other information designed by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, the Undersigned will disclose and/or use the Confidential Information only in connection with the Undersigned's duties as the Franchisee, and will continue not to disclose any such information even after the Undersigned ceases to be in that position unless the Undersigned can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

The Undersigned acknowledges that should there be any release or disclosure of Franchisor's Confidential Information without permission or authority, then Undersigned clearly understands that such release and/or disclosure (directly or indirectly) shall be deemed as irreparable harm without exception as to Franchisor. Release or disclosure of Confidential Information by the Undersigned, directly or indirectly, would cause Franchisor irreparable injury, and that monetary damages would not be sufficient to compensate Franchisor for any breach of this Agreement by the Undersigned.

Therefore, the Undersigned agrees that it shall (i) maintain the Confidential Information confidential in the same manner as its own propriety information is maintained, (ii) not disclose the Confidential Information to any third party other than officers, directors, and employees of its affiliates without prior written consent from Franchisor as to who and why such persons may be provided access to such information (iii) limit access to the information to a limited number of its employees and representatives, which employees and representatives shall be informed of this Agreement and the Undersigned shall be responsible for their compliance herewith to the extent they are acting within their scope of employment and engagement, respectively, and (iv) return all Confidential Information furnished or made available to the Undersigned by Franchisor in the event Franchisor and the Undersigned elect not to pursue future business with Franchisor through the Undersigned.

Should the Undersigned or its representatives, in the reasonable opinion of Franchisor's counsel, be required by applicable law or regulation to disclose the Confidential Information or any information regarding the production of the Confidential Information by Franchisor to the Undersigned, the terms of this Confidentiality Agreement with respect to such disclosure, as required, shall be suspended. Suspension of these terms must be in writing from Franchisor.

The Undersigned's obligation to maintain the Confidential Information gained or learned in confidence survive any expiration, termination or cancellation of the Agreement and shall continue to bind the Undersigned and its successors and assigns during the term of the Franchise Agreement, and any renewals or amendments of the Franchise Agreement, and for a period of two (2) years from the date of any expiration, termination or cancellation of the Franchise Agreement, any renewals or amendments to the Franchise Agreement (the "Confidentiality Period").

The Undersigned further agrees that, that in the event of a breach or threatened breach of this Agreement by the Undersigned, the Undersigned additionally agrees to be liable for all reasonable attorney fees and related costs concerning any breach or threatened breach herein. It is agreed that attorney fees shall be assessed at the rate of $300.00 (three hundred dollars) per hour.

The Undersigned agrees that in the event of a breach or threatened breach of this Agreement by the Undersigned, Franchisor shall be entitled to injunctive or other equitable non-monetary relief, without the necessity of showing any evidence of actual monetary loss. However, nothing herein shall be construed as prohibiting Franchisor from pursuing any other remedies, including monetary remedies, available to it for any such breach or threatened breach by Undersigned and/or its representatives. Additionally, such remedy shall not apply to such information that was already known to Undersigned or was otherwise generally available. Further, Franchisor agrees that all such information it desires to be protected under this agreement should be marked "Confidential", as is practical, for transmittal to the Undersigned.

It is also specifically understood and agreed that WOW Cafe and Wingery Franchising Account, LLC includes and is intended to incorporate any and all Franchisor subsidiaries, affiliates, related corporations, franchises, area developments, and related businesses.

In the event of any litigation or dispute related hereto, it is agreed that venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

In the event that any portion of this Agreement is found to be unenforceable or invalid for any reason, then that portion shall be deemed severable and that the remainder shall remain in full force and effect.

Franchisor specifically reserves the right to control the release of any Confidential Information or documents subject to this Agreement.

The Undersigned understands and acknowledges that because Franchisor continually pursues business in the same market as the Undersigned operates, it is also critical that the fact of any discussion or negotiation between the Undersigned and Franchisor not be disclosed. Therefore, the Undersigned agrees that as to the fact of such disclosure of a relationship between the Undersigned and Franchisor (for instance, recipes and sauces, discussions or negotiations therein), Undersigned will treat same as confidential as required of the Undersigned in the paragraphs above.

The Undersigned warrants that he/she has the requisite authority to sign this Confidentiality Agreement and to bind any corporate, partnership joint venture, or limited liability entity to all terms and conditions herein.

The Undersigned agrees to provide the appropriate corporate resolution to substantiate such permission and authority.

ACCEPTED AND AGREED TO THIS ________ DAY OF ______________________, 20___.

____

By: ________________________________

Title: _______________________________

EXHIBIT C

GUARANTY AGREEMENT

IN CONSIDERAITON of the acceptance by WOW Café & Wingery Franchising Account, LLC, a Louisiana limited liability Company having its principal place of business at 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Franchisor") of a Franchise Agreement or a TRANSFER of Franchise Agreement, if applicable dated __________________________, and executed by ____ as an officer of ____ (if applicable), a(n) _____________________ (individually, as a corporation, or as an LLC) (hereinafter called "Franchisee"), and for other good and valuable consideration, I, we, and each of us solitarily, jointly and severally, absolutely and unconditionally guarantee to Franchisor, (i) to hold harmless, indemnify, and defend Franchisor and all of its officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arises from or is based upon your (a) ownership or operation of the System Restaurant; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, or covenant, or provision of this Agreement or any other agreement between Franchisor and Franchisee (or an Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the System Restaurant, including any negligent or intentional acts; (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or Confidential Information; or (g) infringement, violation or alleged infringement or violation of any patent, trademark, or copyright or other rights controlled by third parties; and (ii) the timely performance of each term, covenant, and obligation of the Franchisee set forth in the Franchise Agreement. The undersigned specifically acknowledges that Franchisor is allowing the undersigned to enter into this Guaranty Agreement instead of *individually* executing the Franchise Agreement as a matter of convenience to the undersigned, and the undersigned agrees to be bound by the provisions of the Franchise Agreement relating to non-competition and confidentiality as if those provisions were fully set forth herein. This is a continuing guaranty which shall apply to the Franchise Agreement and any subsequent amendments or modifications thereof, and such modifications of amendments shall be conclusively presumed to be covered by this guaranty without further notice to or acceptance by the undersigned.

The undersigned acknowledges and agrees that possession of this Guaranty Agreement by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor and the undersigned waives notice of acceptance of the guaranty and of any liability to which it applies or may apply, and also waives presentment and demand for payment thereof, notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof of other notice to, or demand of payment thereof on, any party. Payment by the undersigned shall be made at the office of Franchisor in Covington, Louisiana, or any other such location as Franchisor may designate from time to time.

Franchisor may, at its option, at any time without the consent of or notice to the undersigned without incurring responsibility to the undersigned, and without any terms or conditions and in whole or in part, (1) change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any liability of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the liabilities of the Franchisee, so changed, extended, renewed or altered; (2) exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from actions; (3) settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and (4) apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee to Franchisor remain unpaid. Franchisor, may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any monies, property, or other assets belonging to the undersigned in the possession, care, custody and control of the Franchisor.

WITNESSES:	**GUARANTOR(S):**
____________________________	By:___________________________________
Print Name:	Print Name:____________________________
	Title: _________________________________
____________________________ Print Name:	Date: _________________________________

EXHIBIT D

WOW CAFE &WINGERY FRANCHISING ACCOUNT, LLC
DIRECT DEBIT AUTHORIZATION

I authorize WOW Cafe & Wingery Franchising Account, LLC. ("WOW Cafe") to initiate withdrawals from my account at the financial institution named below for the payment of operating fees and advertising contributions. If the sales and other reporting information that is required by WOW Cafe is not submitted or if WOW Cafe is unable to access the computer system to obtain this information by the due date, I further authorize WOW Cafe to withdraw from my account the same amount that was due from the last successful withdrawal plus a ten percent (10%) non-refundable processing fee for the payment of operating fees and advertising contributions for the most recent reporting period. Any difference in the amounts owed will be adjusted and paid upon the submission of reporting information for that period. This authorization will remain valid until further notice from WOW Cafe.

I understand that the Direct Payment program is an alternative method of payment only and does not otherwise affect my rights or the rights of WOW Cafe or my financial institution with respect for each other.

Account Title: ____

Store Number(s): ____

Authorized Signature: ____

Joint Account Signature: ____

Financial Institution Name: ____

Address: ____

____

Transit/ABA Number: ____

Account Number: ____

EXHIBIT E

AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA

Department of Business Oversight:
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

1515 K Street, Suite 200
Sacramento, CA 95814
(916) 445-7205

1350 Front Street
San Diego, CA 92101
(619) 525-4233

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8559

CONNECTICUT

State of Connecticut
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Agent: Banking Commissioner

HAWAII

Commissioner of Securities
State of Hawaii
335 Merchant Street
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Corporations Division
Bureau of Commercial Services
Department of Labor and Economic Growth
P.O. Box 30054
Lansing, Michigan 48909

MINNESOTA

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-6328

NEW YORK

Secretary of State of New York
41 State Street
Albany, New York 12231
(518) 474-4750

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

OKLAHOMA

Department of Securities
Suite 860, First National Center
120 N. Robinson
Oklahoma City, Oklahoma 73102
(405) 280-7700

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Division of Securities
Rhode Island Dept. of Business Regulation
Bldg. 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9500

SOUTH DAKOTA

Division of Securities
Department of Revenue & Regulation
445 East Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

EXHIBIT F

FINANCIAL STATEMENTS

WOW Café & Wingery Franchising Account, LLC

Financial Statements

December 25, 2016 and December 27, 2015

REAGAN & REAGAN
CPAs & Business Advisors

www.randrcpa.com

WOW Café & Wingery Franchising Account, LLC

Table of Contents

December 25, 2016 and December 27, 2015

REPORT

REAGAN & REAGAN
CPAs & Business Advisors

JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
WOW Café & Wingery Franchising Account, LLC
Covington, Louisiana

We have audited the accompanying financial statements of WOW Café & Wingery Franchising Account, LLC, which comprise the balance sheets as of December 25, 2016 and December 27, 2015, and the related statements of income, changes in members' equity (deficit), and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WOW Café & Wingery Franchising Account, LLC as of December 25, 2016 and December 27, 2015, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Reagan & Reagan CPA, LLC

Covington, LA
March 24, 2017

Reagan & Reagan CPA, LLC
512 S. Tyler Street | Covington, LA 70433 | *office* 985-809-6505 | *fax* 985-809-6507
www.randrcpa.com

FINANCIAL STATEMENTS

WOW Café & Wingery Franchising Account, LLC

Balance Sheets
December 25, 2016 and December 27, 2015

	2016	2015
ASSETS		
Current assets		
Cash	$ 322,598	$ 229,795
Restricted cash	1,343	1,568
Accounts receivable	13,345	149,970
Other receivables	117,853	-
Due from affiliates	29,621	34,929
Prepaids and other current assets	29,230	28,551
Total current assets	513,990	444,813
Property and equipment, less accumulated depreciation of $389,875 and $364,871, respectively	260,894	59,032
Intangible assets, less accumulated amortization of $140,030 and $124,581, respectively	44,251	54,900
Other long-term assets	15,865	15,865
Total assets	$ 835,000	$ 574,610
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 67,288	$ 73,076
Accrued liabilities	49,138	21,521
Deposits	5,000	5,000
Current maturities of long-term debt	126,210	-
Loans from affiliated companies, current maturities	12,446	12,006
Total current liabilities	260,082	111,603
Deferred franchise fees	376,725	376,425
Long term debt, net of current maturities	505,436	-
Loans from affiliated companies, net of current maturities	86,470	98,916
Total liabilities	1,228,713	586,944
Members' equity (deficit)	(393,713)	(12,334)
Total liabilities and members' equity (deficit)	$ 835,000	$ 574,610

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Income
Fiscal years ended December 25, 2016 and December 27, 2015

	2016	2015
Revenues		
Royalties	$ 1,786,341	$ 1,806,945
Franchise fees	114,700	129,400
Vendor incentives	391,533	312,285
	2,292,574	2,248,630
Expenses		
General and administrative	1,240,121	576,725
Payroll and payroll taxes	952,808	836,874
Selling and marketing	48,430	29,736
Depreciation and amortization	40,453	18,096
	2,281,812	1,461,431
Income from operations	10,762	787,199
Other income (expense)		
Interest expense	(17,169)	(22,684)
Other income	241,074	95,628
	223,905	72,944
Net income	$ 234,667	$ 860,143

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Cash Flows
Fiscal years ended December 25, 2016 and December 27, 2015

		2016		2015
Cash flows from operating activities:				
Net income	$	234,667	$	860,143
Adjustments to reconcile net income to net cash (used in) provided by operating activities				
Depreciation and amortization		40,453		18,096
Changes in assets and liabilities				
Accounts receivable		136,625		(55,264)
Other receivables		(117,853)		-
Due to/from affiliates		5,308		(30,987)
Prepaid and other current assets		(679)		2,486
Accounts payable and accrued liabilities		21,829		(38,076)
Deferred franchise fees		300		(54,400)
Net cash provided by operating activities		320,650		701,998
Cash flows from investing activities:				
Net increase in restricted cash		225		(945)
Purchase of fixed assets		(226,866)		
Purchase of intangibles		(4,800)		-
Net cash used in investing activities		(231,441)		(945)
Cash flows from financing activities:				
Proceeds from long term debt		671,101		-
Principal payments on long term debt		(39,455)		(111,890)
Principal payments on related party loans		(12,006)		(11,537)
Member contributions		-		131,667
Member distributions		(616,046)		(541,090)
Net cash provided by (used in) financing activities		3,594		(532,850)
Net increase in cash		92,803		168,203
Cash, beginning of period		229,795		61,592
Cash, end of period	$	322,598	$	229,795
Supplemental cash flow information:				
Cash paid during the year for interest:	$	20,514	$	22,684

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statement of Changes in Members' Equity (Deficit)
Fiscal years ended December 25, 2016 and December 27, 2015

		Members' Equity (Deficit)
Balance at December 28, 2014	$	(463,054)
Net income for the period		860,143
Member contributions		131,667
Member distributions		(541,090)
Balance at December 27, 2015		(12,334)
Net income for the period		234,667
Member contributions		-
Member distributions		(616,046)
Balance at December 25, 2016	$	(393,713)

See accompanying Notes to Financial Statements and Independent Auditor's Report.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

WOW Café & Wingery Franchising Account, LLC (the "Company") is a Louisiana based limited liability company, formed on August 1, 2003. The principle business of the Company is the franchising of "WOW Café & Wingery World of Wings" restaurants ("WOW restaurants"). Wingery, LLC ("WOW"), a company affiliated through common ownership, has granted the Company the rights to develop and franchise WOW restaurants. The distinguishing characteristics of the concept include, among other things, interior design, décor, proprietary recipes and menu items, training, advertising and promotional programs. The Company specializes in meeting consumer dining needs by providing high quality food and offering a premium café experience with a neighborhood emphasis.

Basis of Accounting

The Company's accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity. The renewal option terms in certain of the Company's operating lease agreements give it a variable interest in the lessor entity, however the Company concluded that it does not have the power to direct the activities that most significantly impact the lessor entities' economic performance and as a result does not consider it to be the primary beneficiary of such entities.

Fiscal Year

The Company's fiscal year ends on the last Sunday in December. The fiscal years ended December 25, 2016 and December 27, 2015, comprised 52 weeks.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies Under Common Control

For the fiscal years ended December 25, 2016 and December 27, 2015, various members of the Company were also members in other related entities. It is management's opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, which may exceed federally insured limits; and marketable securities, when held, which are federal agency securities. The Company places its cash and cash equivalents with high quality financial institutions.

The franchisees purchase substantially all food and beverages sold at WOW restaurants from a small group of suppliers at prevailing prices that potentially subjects the Company to a concentration of business risk. The suppliers' inability or unwillingness to supply the franchisees with an adequate amount of popular food and beverages could impact the Company's royalty revenue.

Accounts Receivable

Accounts receivable consist of amounts due from franchisees and area developers for franchise fees and royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends. During the fiscal years ended December 25, 2016 and December 27, 2015, the Company did not write off any receivables as management has deemed all receivable balances as collectible.

Other Receivables

Other receivables consist of BP Oil Spill settlement funds awarded to the Company (see Note 10).

Property and Equipment

Property and equipment and leasehold improvements are stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset, which range from 3-7 years. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized.

When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is credited or charged to operations. The amounts expensed for maintenance and repairs were $1,423 and $772 for the fiscal years ended December 25, 2016 and December 27, 2015, respectively.

Intangible Assets

Intangible assets consist of the Company's trade names and logos and are stated at cost and amortized using the straight-line method over the ten-year life of the trademarks. The Company tests for impairment of its intangible assets at a minimum on an annual basis. The Company does not believe that any impairment exists as of December 25, 2016 and December 27, 2015.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts receivable, amounts due to and from affiliates, accounts payable and accrued liabilities, long term debt, deposits and deferred franchise fees) approximate their carrying values.

Revenue Recognition

Franchise agreements have terms ranging from 5 to 7 years. These agreements also convey multiple extension terms of five years, depending on contract terms if certain conditions are met. The Company provides its franchisees system training, preopening assistance, and general assistance in exchange for franchise fees, and royalties of 0%-8% of each restaurant's gross revenue. For the fiscal years ended December 25, 2016 and December 27, 2015, the Company recognized $1,786,341and $1,806,945, respectively, in royalty fee revenue.

Franchise fee revenue from individual franchise sales is recognized upon the opening of the franchised location when the Company has performed all of its material obligations and initial services. Royalties are accrued as earned and are calculated each period based on reported franchisees' sales.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the WOW Café & Wingery brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the WOW Café & Wingery brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufacturers and distributors calculated based upon purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. During the fiscal years ended December 25, 2016 and December 27, 2015, advertising costs amounted to $48,430 and $29,736, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 1 – 2% of gross restaurant revenue to the WOW Café's System Advertising Fund, a company affiliated through common ownership, to pay for advertising of WOW restaurants (see Note 5).

Income Taxes

On the date of formation through December 31, 2011, the Company elected to be treated as a partnership for federal income tax purposes and did not incur income taxes. Instead, its earnings and or losses were included in the personal tax returns of the members.

Effective January 1, 2012 the Company elected to be treated as an S corporation for income tax under the provisions of the Internal Revenue Code. Accordingly, the financial statements do not reflect a provision for income taxes and the earnings and or losses are included in the personal tax returns of the members.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09 "Revenue with Contracts from Customers (Topic 606)." ASU 2014-09 supersedes the current revenue recognition guidance, including industry-specific guidance. The guidance introduces a five-step model to achieve its core principal of the entity recognizing revenue to depict the transfer of goods or services to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In March 2016, the FASB issued ASU 2016-04, "Liabilities - Extinguishments of Liabilities: Recognition of Breakage for Certain Prepaid Stored-Value Products." ASU 2016-04 provides specific guidance for the derecognition of prepaid stored-value product liabilities. In March 2016, the FASB issued ASU 2016-08, "Revenue from Contracts with Customers: Principal versus Agent Considerations (Reporting Revenue Gross versus Net)." ASU 2016-08 provides specific guidance to determine whether an entity is providing a specified good or service itself or is arranging for the good or service to be provided by another party. In April 2016, the FASB issued ASU 2016-10, "Revenue from Contracts with Customers: Identifying Performance Obligations and Licensing." ASU 2016-10 provides clarification on the subjects of identifying performance obligations and licensing implementation guidance. In December 2016, the FASB issued ASU 2016-20, "Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers." ASU 2016-20 provides corrections or improvements on 13 issues that affect narrow aspects of the guidance issued in Topic 606.

The requirements for these standards relating to Topic 606 will be effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted for interim and annual periods beginning after December 15, 2016. The Company expects to adopt these standards upon their effective date. The Company does not believe the new revenue recognition standard will materially impact its recognition of continuing royalty fees from franchisees. The Company is currently unable to estimate the impact on the financial statements.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows: Classification of Certain Cash Receipts and Payments." ASU 2016-15 provides guidance on eight specific cash flow issues with the objective of reducing diversity in practice. The guidance is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted for any entity in any interim or annual period. The Company is currently evaluating the impact of the guidance, but does not believe it will materially impact the financial statements.

The Company has reviewed all other significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparison purposes to conform to the presentation in the current year financial statements.

NOTE 2 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 26, 2016 and December 27, 2015:

		2016		2015
Computers and equipment	$	101,250	$	95,488
Automobiles		427,116		206,012
Leasehold improvements		61,267		61,267
Furniture and fixtures		61,136		61,136
		650,769		423,903
Less: Accumulated Depreciation		(389,875)		(364,871)
Property and Equipment, net	$	260,894	$	59,032

The Company recorded depreciation expense related to these assets of $25,004 and $3,127 in fiscal 2016 and 2015, respectively.

NOTE 3 – INTANGIBLE ASSETS

Following is a summary of intangible assets at December 25, 2016 and December 27, 2015:

		2016		2015
Franchise value and trade names	$	184,281	$	179,481
Less: Accumulated Amortization		(140,030)		(124,581)
Net Intangible Assets	$	44,251	$	54,900

Amortization expense for the fiscal years ended December 25, 2016 and December 27, 2015 was $15,449 and $14,969 respectively. Estimated future amortization expense as of December 25, 2016 was as follows:

Fiscal year ending:			
	2017	$	15,229
	2018		8,978
	2019		4,377
	2020		4,367
	2021		4,215
	Thereafter		7,085
Total future amortization expense		$	44,251

NOTE 4 – DEPOSITS

In the ordinary course of business, the Company takes cash deposits from potential franchisees or area developers prior to having a formal agreement in place. When this occurs the Company records these payments as deposits until a franchise or area development agreement is executed. Upon execution of the agreement, the deposits are recorded as deferred franchise fees (see Note 6). As of December 25, 2016 and December 27, 2015, the Company had $5,000 in franchise fee deposits.

NOTE 5 - RELATED PARTY TRANSACTIONS

In the normal course of business, the Company purchases equipment or loans money to franchisees to support their operations. As of December 25, 2016 and December 27, 2015, there were no outstanding amounts due to the Company.

The Company occasionally pays money to entities under common control or ownership, for the purpose of funding the operations of those commonly owned entities. When the members have determined that these amounts cannot or will not be repaid to the Company, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. For the fiscal years ended December 25, 2016 and December 27, 2015, $27,564 and $29,469, respectively was due to the Company from entities under common control or ownership and is included within due from affiliates in the accompanying Balance Sheets.

As part of the franchise agreement, franchisees pay an amount equal to 1-2% of their weekly gross sales to WOW Café's System Advertising Fund. These payments are made to a local advertising cooperative, a national advertising fund, or a regional advertising fund. From time to time the Company pays certain costs of franchisee advertising and is reimbursed by one of the advertising entities. As of December 25, 2016 and December 27, 2015, the local advertising cooperative and the national advertising fund owed the Company $1,057 and $5,460, respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

The Company shares office space and certain employees with an entity affiliated through common ownership. The Company also provides health insurance to the affiliate's employees which are charged back to the affiliate based on allocation methods determined by management. Payroll expenses for the shared employees totaled $291,919 and $337,967 for the fiscal years ended December 25, 2016 and December 27, 2015, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income.

The Company's office space is leased in the name of an affiliated entity. The Company is not a party to the lease. The company incurred $96,299 and $71,949 in rent expense for fiscal years 2016 and 2015, respectively, related to this lease.

The Company performs accounting services for certain entities affiliated through common ownership and certain franchisees owned and operated through common ownership. A monthly fee is charged for these services and is included in other income on the Statements of Income. Total accounting fees charged to these entities totaled $122,450 and $83,500 for the fiscal years ended December 25, 2016 and December 27, 2015.

On December 23, 2008, the Company paid off one of its outstanding bank loans and line of credit balance with funds provided by an affiliated entity. The principal amount outstanding on this related party loan at December 25, 2016 and December 27, 2015 was $98,916 and $110,922, respectively and is included within loans from affiliated companies on the accompanying Balance Sheets. This agreement bears interest of 4.0% per annum amortized over 15 years, maturing December 23, 2023.

Unless otherwise noted, all related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

NOTE 6 – FRANCHISE FEES AND AREA DEVELOPMENT AGREEMENTS

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from the deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. Depending on the type of franchise (Full-Scale, QSR or Café) the

standard franchise arrangement requires an initial franchisee fee of $15,000 to $25,000 and royalty fees between 5% and 8% of the restaurant's monthly net sales.

The Company also enters into Area Development Agreements. Under these agreements, a third party (the "Developer") agrees to sell and open a certain number of franchises in the specified area over a period of time stipulated in the contract. In return, the Developer receives a portion of the initial franchise fee (usually one-half) and a portion of the royalties (ranging from 1.65% to 2.5%) from each location not owned by the Developer. The Company records the area development fees as deferred franchise fees when received and recognizes a portion of the fee as revenue each time a new franchise opens in that area. As of December 25, 2016 and December 27, 2015 Area Development Agreements had been entered into eight regions. Area Development Agreements have been entered into for California, Virginia, the Mississippi-Alabama-Florida Gulf Coast, Maryland & the District of Columbia, the New Jersey-Pennsylvania-Delaware area, Texas, North Carolina and Georgia.

At December 25, 2016 and December 27, 2015, the balance of the deferred franchise and development fees was $376,725 and $376,425, respectively. The Company recognized $114,700 and $129,400 respectively, in franchise and development fee revenue for the fiscal years ended December 25, 2016 and December 27, 2015.

One of the locations in operation as of December 25, 2016 and December 27, 2015, was owned and operated by a company affiliated through common ownership to the Company.

NOTE 7 – LONG-TERM DEBT

Following is a summary of long-term debt at December 25, 2016 and December 27, 2015:

		2016		**2015**
Bank loan, secured by assets of the Company and by an affiliated entity, repayable in monthly installments of $8,213 at a fixed interest rate of 3.58% per annum, maturing August 2021.	$	429,415	$	-
Bank loan, secured by an automobile, repayable in monthly installments of $1,482 at a fixed interest rate of 9.15% per annum, maturing February 2021.		60,425		-
Bank loan, secured by an automobile, repayable in monthly installments of $1,393 at a fixed interest rate of 4.31% per annum, maturing July 2021.		70,667		-
Bank loan, secured by an automobile, repayable in monthly installments of $1,248 at a fixed interest rate of 0% per annum, maturing October 2021.		71,139		-
	$	631,646	$	-
Less: Current portion of long-term debt	$	(126,210)	$	-
Long-term debt, net of current maturities	$	505,436	$	-

NOTE 7 – LONG-TERM DEBT (cont'd)

Following is a summary of principal maturities of long-term debt for each of the next five years and thereafter:

2017	$	126,210
2018		131,114
2019		136,270
2020		141,699
2021		96,353
	$	631,646

NOTE 8 – REVOLVING LINE OF CREDIT

During the fiscal year ended December 27, 2015, the Company paid off its line of credit balance and closed the account with the local institution.

NOTE 9 – EMPLOYEE BENEFIT PLAN

The Company has a 401(k) plan covering substantially all employees. The Company contributes 100% of the first 3% of employee compensation and 50% of the next 2% of employee compensation. Employer contributions for the fiscal years ended December 25, 2016 and December 27, 2015 were approximately $17,505 and $15,231, respectively, and are included in payroll and payroll taxes in the accompanying Statements of Income.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company is involved in various legal matters arising in the ordinary course of business and accrues for such litigation and claims when payment is probable and reasonably estimable. At December 25, 2016, the Company did not have any amounts accrued relating to legal matters. Based on currently available information, including legal defenses available to the Company, the Company does not believe that the outcome of these legal matters will have a material or adverse effect on the Company's financial position, results of operations or cash flows.

During 2016, the Company finalized a dispute with an area developer involving territory disputes and other franchise related matters and agreed to pay the developer $450,000. The Company borrowed funds from a national banking institution for the full amount of the settlement and paid the developer the full amount in 2016 fiscal year. There were no reserves recorded by the Company in previous years and as such the full amount of the settlement is recorded in general and administrative expenses in the accompanying Statement of Income.

On November 3, 2016, the Company was awarded a net settlement award of $117,853 from the Deepwater Horizon Economic & Property Damages Class for damages sustained by the BP Oil Spill that occurred on April 20, 2010. This amount is included in Other Income in the accompanying Statement of Income.

Guarantees

In connection with financing arrangements entered into by certain companies which represent entities under common control, as co-borrowers, the Company is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of $2,611,463, should these entities be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the entities, although terms of such recovery may extend over several future periods. The guarantees expire starting in May 2020 and go through May 2022.

NOTE 11 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume

and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 25, 2016 and December 27, 2015, the Company did not have any financial assets or liabilities to value.

NOTE 12 – SUBSEQUENT EVENT

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 24, 2017, and determined that there were no items for disclosure.

WOW Café & Wingery Franchising Account, LLC

Financial Statements

December 27, 2015 and December 28, 2014

REAGAN & REAGAN
CPAs & Business Advisors

www.randrcpa.com

WOW Café & Wingery Franchising Account, LLC

Table of Contents

December 27, 2015 and December 28, 2014

REPORT

REAGAN & REAGAN
CPAs & Business Advisors

JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
WOW Café & Wingery Franchising Account, LLC
Covington, Louisiana

We have audited the accompanying financial statements of WOW Café & Wingery Franchising Account, LLC, which comprise the balance sheets as of December 27, 2015 and December 28, 2014, and the related statements of income, changes in members' equity (deficit), and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WOW Café & Wingery Franchising Account, LLC as of December 27, 2015 and December 28, 2014, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Reagan + Reagan CPA, LLC

Covington, LA
March 11, 2016

Reagan & Reagan CPA, LLC
512 S. Tyler Street | Covington, LA 70433 | *office* 985-809-6505 | *fax* 985-809-6507
www.randrcpa.com

FINANCIAL STATEMENTS

WOW Café & Wingery Franchising Account, LLC

Balance Sheets
December 27, 2015 and December 28, 2014

		2015		2014
ASSETS				
Current assets				
Cash	$	229,795	$	61,592
Restricted cash		1,568		903
Accounts receivable:				
Royalties		149,970		96,509
Due from affiliates		34,929		19,682
Prepaids and other current assets		28,551		31,037
Total current assets		444,813		209,723
Property and equipment, less accumulated depreciation of $364,871 and $361,744, respectively		59,032		62,159
Intangible assets, less accumulated amortization of $124,581 and $109,612, respectively		54,900		69,869
Other long-term assets		15,865		15,865
Total assets	$	574,610	$	357,616
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)				
Current liabilities				
Accounts payable	$	73,076	$	114,259
Accrued liabilities		21,521		18,414
Deposits		5,000		5,000
Current maturities of long-term debt		-		8,399
Line of credit		-		105,574
Due to affiliates		-		15,740
Loans from affiliated companies, current maturities		12,006		11,085
Total current liabilities		111,603		278,471
Deferred franchise fees		376,425		430,825
Loans from affiliated companies, net of current maturities		98,916		111,374
Total liabilities		586,944		820,670
Members' equity (deficit)		(12,334)		(463,054)
Total liabilities and members' equity (deficit)	$	574,610	$	357,616

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Income

Fiscal years ended December 27, 2015 and December 28, 2014

	2015	2014
Revenues		
Royalties	$ 1,806,945	$ 1,859,563
Franchise fees	129,400	82,500
Vendor incentives	312,285	316,345
	2,248,630	2,258,408
Expenses		
General and administrative	576,725	745,170
Payroll and payroll taxes	836,874	835,858
Selling and marketing	29,736	67,001
Bad debt expense	-	842
Depreciation and amortization	18,096	55,897
	1,461,431	1,704,768
Income from operations	787,199	553,640
Other income (expense)		
Interest expense	(22,684)	(25,559)
Other income	95,628	117,900
	72,944	92,341
Net income	$ 860,143	$ 645,981

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Cash Flows
Fiscal years ended December 27, 2015 and December 28, 2014

	2015	2014
Cash flows from operating activities:		
Net income	$ 860,143	$ 645,981
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
Depreciation and amortization	18,096	55,897
Changes in assets and liabilities		
Royalties receivable	(55,264)	(1,803)
Due to/from affiliates	(30,987)	(96,422)
Prepaid and other current assets	2,486	(13,242)
Accounts payable and accrued liabilities	(38,076)	29,665
Deferred franchise fees	(54,400)	-
Net cash provided by operating activities	701,998	620,076
Cash flows from investing activities:		
Net increase in restricted cash	(945)	(280)
Purchase of intangibles	-	(5,400)
Net cash used in investing activities	(945)	(5,680)
Cash flows from financing activities:		
Principal payments on long-term debt and line of credit	(111,890)	(50,794)
Principal payments on related party loans	(11,537)	(11,988)
Member contributions	131,667	203,814
Member distributions	(541,090)	(947,701)
Net cash used in financing activities	(532,850)	(806,669)
Net increase (decrease) in cash	168,203	(192,273)
Cash, beginning of period	61,592	253,865
Cash, end of period	$ 229,795	$ 61,592
Supplemental cash flow information:		
Cash paid during the year for interest:	$ 22,684	$ 25,993

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statement of Changes in Members' Equity (Deficit)
Fiscal years ended December 27, 2015 and December 28, 2014

		Members' Equity (Deficit)
Balance at December 29, 2013	$	(365,148)
Net income for the period		645,981
Member contributions		203,814
Member distributions		(947,701)
Balance at December 28, 2014		(463,054)
Net income for the period		860,143
Member contributions		131,667
Member distributions		(541,090)
Balance at December 27, 2015	$	(12,334)

See accompanying Notes to Financial Statements and Independent Auditor's Report.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

WOW Café & Wingery Franchising Account, LLC (the "Company") is a Louisiana based limited liability company, formed on August 1, 2003. The principle business of the Company is the franchising of "WOW Café & Wingery World of Wings" restaurants ("WOW restaurants"). Wingery, LLC ("WOW"), a company affiliated through common ownership, has granted the Company the rights to develop and franchise WOW restaurants. The distinguishing characteristics of the concept include, among other things, interior design, décor, proprietary recipes and menu items, training, advertising and promotional programs. The Company specializes in meeting consumer dining needs by providing high quality food and offering a premium café experience with a neighborhood emphasis.

Basis of Accounting

The Company's accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity. The renewal option terms in certain of the Company's operating lease agreements give it a variable interest in the lessor entity, however the Company concluded that it does not have the power to direct the activities that most significantly impact the lessor entities' economic performance and as a result does not consider it to be the primary beneficiary of such entities.

Fiscal Year

The Company's fiscal year ends on the last Sunday in December. The fiscal years ended December 27, 2015 and December 28, 2014, comprised 52 weeks.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies Under Common Control

For the fiscal years ended December 27, 2015 and December 28, 2014, various members of the Company were also members in other related entities. It is management's opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, which may exceed federally insured limits; and marketable securities, when held, which are federal agency securities. The Company places its cash and cash equivalents with high quality financial institutions.

The franchisees purchase substantially all food and beverages sold at WOW restaurants from a small group of suppliers at prevailing prices that potentially subjects the Company to a concentration of business risk. The suppliers' inability or unwillingness to supply the franchisees with an adequate amount of popular food and beverages could impact the Company's royalty revenue.

Accounts Receivable

Accounts receivable consist of amounts due from franchisees and area developers for franchise fees and royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends. During the fiscal years ended December 27, 2015 and December 28, 2014, the Company wrote off $0 and $842 of receivables, respectively. Management has deemed all other receivables as collectible.

Property and Equipment

Property and equipment and leasehold improvements are stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset, which range from 3-7 years. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized.

When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is credited or charged to operations. The amounts expensed for maintenance and repairs were $772 and $1,966 for the fiscal years ended December 27, 2015 and December 28, 2014, respectively.

Intangible Assets

Intangible assets consist of the Company's trade names and logos and are stated at cost and amortized using the straight-line method over the ten-year life of the trademarks. The Company tests for impairment of its intangible assets at a minimum on an annual basis. The Company does not believe that any impairment exists as of December 27, 2015 and December 28, 2014.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts receivable, amounts due to and from affiliates, accounts payable and accrued liabilities, long term debt, deposits and deferred franchise fees) approximate their carrying values.

Revenue Recognition

Franchise agreements have terms ranging from 5 to 7 years. These agreements also convey multiple extension terms of five years, depending on contract terms if certain conditions are met. The Company provides its franchisees system training, preopening assistance, and general assistance in exchange for franchise fees, and royalties of 0%-8% of each restaurant's gross revenue. For the fiscal years ended December 27, 2015 and December 28, 2014, the Company recognized $1,806,945and $1,859,563, respectively, in royalty fee revenue.

Franchise fee revenue from individual franchise sales is recognized upon the opening of the franchised location when the Company has performed all of its material obligations and initial services. Royalties are accrued as earned and are calculated each period based on reported franchisees' sales.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the WOW Café & Wingery brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the WOW Café & Wingery brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufacturers and distributors calculated based upon purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. During the fiscal years ended December 27, 2015 and December 28, 2014, advertising costs amounted to $2,621 and $34,295, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 1 – 2% of gross restaurant revenue to the WOW Café's System Advertising Fund, a company affiliated through common ownership, to pay for advertising of WOW restaurants (see Note 5).

Income Taxes

On the date of formation through December 31, 2011, the Company elected to be treated as a partnership for federal income tax purposes and did not incur income taxes. Instead, its earnings and or losses were included in the personal tax returns of the members.

Effective January 1, 2012 the Company elected to be treated as an S corporation for income tax under the provisions of the Internal Revenue Code. Accordingly, the financial statements do not reflect a provision for income taxes and the earnings and or losses are included in the personal tax returns of the members.

New Accounting Pronouncements

The Company has reviewed all significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparison purposes to conform to the presentation in the current year financial statements.

NOTE 2 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 27, 2015 and December 28, 2014:

	2015	2014
Computers and equipment	$ 95,488	$ 95,488
Automobiles	206,012	206,012
Leasehold improvements	61,267	61,267
Furniture and fixtures	61,136	61,136
	423,903	423,903
Less: Accumulated Depreciation	(364,871)	(361,744)
Property and Equipment, net	$ 59,032	$ 62,159

The Company recorded depreciation expense related to these assets of $3,127 and $40,928 in fiscal 2015 and 2014, respectively.

NOTE 3 – INTANGIBLE ASSETS

Following is a summary of intangible assets at December 27, 2015 and December 28, 2014:

	2015	2014
Franchise value and trade names	$ 179,481	$ 179,481
Less: Accumulated Amortization	(124,581)	(109,612)
Net Intangible Assets	$ 54,900	$ 69,869

Amortization expense for the fiscal years ended December 27, 2015 and December 28, 2014 was $14,969 and $14,969 respectively. Estimated future amortization expense as of December 27, 2015 was as follows:

Fiscal year ending:			
	2016	$	14,969
	2017		14,749
	2018		8,813
	2019		4,212
	2020		4,202
	Thereafter		7,955
Total future amortization expense		$	54,900

NOTE 4 – DEPOSITS

In the ordinary course of business, the Company takes cash deposits from potential franchisees or area developers prior to having a formal agreement in place. When this occurs the Company records these payments as deposits until a franchise or area development agreement is executed. Upon execution of the agreement, the deposits are recorded as deferred franchise fees (see Note 6). As of December 27, 2015 and December 28, 2014, the Company had $5,000 in franchise fee deposits.

NOTE 5 - RELATED PARTY TRANSACTIONS

In the normal course of business, the Company purchases equipment or loans money to franchisees to support their operations. As of December 27, 2015 and December 28, 2014, there were no outstanding amounts due to the Company.

The Company occasionally pays money to entities under common control or ownership, for the purpose of funding the operations of those commonly owned entities. When the members have determined that these amounts cannot or will not be repaid to the Company, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. For the fiscal years ended December 27, 2015 and December 28, 2014, $29,469 and $19,682, respectively was due to the Company from entities under common control or ownership and is included within due from affiliates in the accompanying Balance Sheets.

As part of the franchise agreement, franchisees pay an amount equal to 1-2% of their weekly gross sales to WOW Café's System Advertising Fund. These payments are made to a local advertising cooperative, a national advertising fund, or a regional advertising fund. From time to time the Company pays certain costs of franchisee advertising and is reimbursed by one of the advertising entities. As of December 27, 2015 and December 28, 2014, the local advertising cooperative and the national advertising fund owed the Company $5,460 and $0, respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

The Company shares certain employees with an entity affiliated through common ownership. The Company also provides health insurance to the affiliate's employees which are charged back to the affiliate based on allocation methods determined by management. Payroll expenses for the shared employees totaled $337,967 and $328,004 for the fiscal year ended December 27, 2015 and December 28, 2014, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income.

The Company also shares office space with an entity affiliated through common ownership. For part of the fiscal year ended December 27, 2015 and all of the fiscal year ended December 28, 2014, the Company did not incur any rent expense. If charged by the affiliate, additional rent expense for the fiscal year ended December 27, 2015 would have been approximately $22,025. For the fiscal year ended December 28, 2014, rent expense would have been approximately $25,478.

The Company performs accounting services for certain entities affiliated through common ownership and certain franchisees owned and operated through common ownership. A monthly fee is charged for these services and is included in other income on the Statements of Income. Total accounting fees charged to these entities totaled $83,500 and $94,300 for the fiscal years ended December 27, 2015 and December 28, 2014.

On December 23, 2008, the Company paid off one of its outstanding bank loans and line of credit balance with funds provided by an affiliated entity. The principal amount outstanding on this related party loan at December 27, 2015 and December 28, 2014 was $110,922 and $122,459, respectively and is included within loans from affiliated companies on the accompanying Balance Sheets. This agreement bears interest of 4.0% per annum amortized over 15 years, maturing December 23, 2023.

Unless otherwise noted, all related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

NOTE 6 – FRANCHISE FEES AND AREA DEVELOPMENT AGREEMENTS

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from the deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. Depending on the type of franchise (Full-Scale, QSR or Café) the standard franchise arrangement requires an initial franchisee fee of $15,000 to $25,000 and royalty fees between 5% and 8% of the restaurant’s monthly net sales.

The Company also enters into Area Development Agreements. Under these agreements, a third party (the “Developer”) agrees to sell and open a certain number of franchises in the specified area over a period of time stipulated in the contract. In return, the Developer receives a portion of the initial franchise fee (usually one-half) and a portion of the royalties (ranging from 1.65% to 2.5%) from each location not owned by the Developer. The Company records the area development fees as deferred franchise fees when received and recognizes a portion of the fee as revenue each time a new franchise opens in that area. As of December 27, 2015 and December 28, 2014 Area Development Agreements had been entered into eight regions. Area Development Agreements have been entered into for California, Virginia, the Mississippi-Alabama-Florida Gulf Coast, Maryland & the District of Columbia, the New Jersey-Pennsylvania-Delaware area, Texas, North Carolina and Georgia.

The Company is obligated to provide developers and franchisees with standard construction plans (at the franchisees’ cost), assist with general site location, review final site and construction plans, provide initial and advanced training to employees, supply the WOW Café Operations Manual and provide merchandising, marketing and other professional advice and consultation.

At December 27, 2015 and December 28, 2014, the balance of the deferred franchise and development fees was $376,425 and $430,825, respectively. The Company recognized $129,400 and $82,500 respectively, in franchise and development fee revenue for the fiscal years ended December 27, 2015 and December 28, 2014.

One of the locations in operation as of December 27, 2015 and December 28, 2014, was owned and operated by a company affiliated through common ownership to the Company.

NOTE 7 – LONG-TERM DEBT

Following is a summary of long-term debt at December 27, 2015 and December 28, 2014:

	2015	2014
Bank loan, secured by an automobile, repayable in monthly installments of $1,159 at a fixed interest rate of 2.95% per annum, maturing April 2015	$ -	$ 3,270
Bank loan, secured by an automobile, repayable in monthly installments of $1,118 at a fixed interest rate of 2.95% per annum, maturing March 2015	-	3,145
Bank loan, secured by an automobile, repayable in monthly installments of $995 at a fixed interest rate of 1.90% per annum, maturing February 2015	-	1,984
	$ -	$ 8,399
Less: Current portion of long-term debt	$ -	$ (8,399)
Long-term debt, net of current maturities	$ -	$ -

NOTE 8 – REVOLVING LINE OF CREDIT

During the fiscal year ended December 27, 2015, the Company paid off its line of credit balance and closed the account with the local institution. The balance outstanding on the line at December 27, 2015 and December 28, 2014 was $0 and $105,574, respectively.

NOTE 9 – EMPLOYEE BENEFIT PLAN

The Company has a 401(k) plan covering substantially all employees. The Company contributes 100% of the first 3% of employee compensation and 50% of the next 2% of employee compensation. Employer contributions for the fiscal years ended December 27, 2015 and December 28, 2014 were approximately $15,231 and $13,166, respectively, and are included in payroll and payroll taxes in the accompanying Statements of Income.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company is involved in various legal matters arising in the ordinary course of business and accrues for such litigation and claims when payment is probable and reasonably estimable. At December 27, 2015, the Company did not have any amounts accrued relating to legal matters. Based on currently available information, including legal defenses available to the Company, the Company does not believe that the outcome of these legal matters will have a material or adverse effect on the Company's financial position, results of operations or cash flows.

Guarantees

In connection with financing arrangements entered into by certain companies which represent entities under common control, as co-borrowers, the Company is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of $3,287,943, should these entities be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the entities, although terms of such recovery may extend over several futures periods. The guarantees expire starting in May 2016 and go through May 2020.

Lease Commitments

The Company shares office space with a related party as described in Note 5 and allocates the cost of the building lease based on allocation methods determined by management. The lease provides for payments of other costs such as real estate taxes, insurance and common area maintenance, which are not included in the future minimum rental payments set forth below.

As of December 27, 2015, the Company's future minimum rental payments for leased properties having a lease term in excess of one year are as follows:

Fiscal year ending:		
2016	$	96,910
2017		96,910
2018		96,910
2019		96,910
2020		24,228
Thereafter		-
	$	411,868

NOTE 11 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 27, 2015 and December 28, 2014, the Company did not have any financial assets or liabilities to value.

NOTE 12 – SUBSEQUENT EVENT

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 11, 2016, and determined that there were no items for disclosure.

WOW Café & Wingery Franchising Account, LLC

Financial Statements

December 28, 2014 and December 29, 2013

REAGAN & REAGAN
CPAs & Business Advisors

www.randrcpa.com

WOW Café & Wingery Franchising Account, LLC

Table of Contents

December 28, 2014 and December 29, 2013

REAGAN & REAGAN
CPAs & Business Advisors

JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
WOW Café & Wingery Franchising Account, LLC
Covington, Louisiana

We have audited the accompanying financial statements of WOW Café & Wingery Franchising Account, LLC, which comprise the balance sheets as of December 28, 2014 and December 29, 2013, and the related statements of income, changes in members' equity (deficit), and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WOW Café & Wingery Franchising Account, LLC as of December 28, 2014 and December 29, 2013, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Reagan + Reagan CPA, LLC

Covington, LA
March 27, 2015

WOW Café & Wingery Franchising Account, LLC

Balance Sheets
December 28, 2014 and December 29, 2013

	2014	2013
ASSETS		
Current assets		
Cash	$ 61,592	$ 253,865
Restricted cash	903	623
Accounts receivable:		
Royalties	96,509	94,706
Due from affiliates	19,682	34,768
Prepaids and other current assets	31,037	17,795
Total current assets	209,723	401,757
Property and equipment, less accumulated depreciation of $361,744 and $320,815, respectively	62,159	103,088
Intangible assets, less accumulated amortization of $109,612 and $94,643, respectively	69,869	79,438
Other long-term assets	15,865	15,865
Total assets	$ 357,616	$ 600,148
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 114,259	$ 74,806
Accrued liabilities	18,414	28,202
Deposits	5,000	5,000
Current maturities of long-term debt	8,399	38,487
Line of credit	105,574	118,857
Due to affiliates	15,740	127,249
Loans from affiliated companies, current maturities	11,085	11,085
Total current liabilities	278,471	403,686
Deferred franchise fees	430,825	430,825
Long-term debt, net of current maturities	-	7,423
Loans from affiliated companies, net of current maturities	111,374	123,362
Total liabilities	820,670	965,296
Members' equity (deficit)	(463,054)	(365,148)
Total liabilities and members' equity (deficit)	$ 357,616	$ 600,148

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Income
Fiscal years ended December 28, 2014 and December 29, 2013

	2014	2013
Revenues		
Royalties	$ 1,859,563	$ 1,778,901
Franchise fees	82,500	584,600
Vendor incentives	316,345	219,560
	2,258,408	2,583,061
Expenses		
General and administrative	745,170	534,006
Payroll and payroll taxes	835,858	790,517
Selling and marketing	67,001	86,003
Bad debt expense	842	-
Depreciation and amortization	55,897	58,983
	1,704,768	1,469,509
Income from operations	553,640	1,113,552
Other income (expense)		
Interest expense	(25,559)	(24,649)
Interest income	-	1
Other income	117,900	115,752
	92,341	91,104
Net income	$ 645,981	$ 1,204,656

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statements of Cash Flows
Fiscal years ended December 28, 2014 and December 29, 2013

	2014	2013
Cash flows from operating activities:		
Net income	$ 645,981	$ 1,204,656
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
Depreciation and amortization	55,897	58,983
Changes in assets and liabilities		
Restricted cash	(280)	(292)
Royalties receivable	(1,803)	(24,265)
Area developer receivables	-	30,775
Due to/from affiliates	(96,422)	123,936
Prepaid and other current assets	(13,242)	29,296
Other long-term assets	-	(5,225)
Accounts payable and accrued liabilities	29,665	(80,262)
Deferred franchise fees	-	(322,875)
Net cash provided by operating activities	619,796	1,014,727
Cash flows from investing activities:		
Purchase of intangibles	(5,400)	-
Purchase of property and equipment	-	(8,632)
Net cash used in investing activities	(5,400)	(8,632)
Cash flows from financing activities:		
Principal payments on long-term debt and line of credit	(50,794)	(50,906)
Principal payments on related party loans	(11,988)	(9,747)
Member contributions	203,814	83,599
Member distributions	(947,701)	(879,226)
Net cash used in financing activities	(806,669)	(856,280)
Net (decrease) increase in cash	(192,273)	149,815
Cash, beginning of period	253,865	104,050
Cash, end of period	$ 61,592	$ 253,865
Supplemental cash flow information:		
Cash paid during the year for interest:	$ 25,993	$ 24,218

See accompanying Notes to Financial Statements and Independent Auditor's Report.

WOW Café & Wingery Franchising Account, LLC

Statement of Changes in Members' Equity (Deficit)
Fiscal years ended December 28, 2014 and December 29, 2013

		Members' Equity (Deficit)
Balance at December 30, 2012	$	(774,177)
Net income for the period		1,204,656
Member contributions		83,599
Member distributions		(879,226)
Balance at December 29, 2013		(365,148)
Net income for the period		645,981
Member contributions		203,814
Member distributions		(947,701)
Balance at December 28, 2014	$	(463,054)

See accompanying Notes to Financial Statements and Independent Auditor's Report.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

WOW Café & Wingery Franchising Account, LLC (the "Company") is a Louisiana based limited liability company, formed on August 1, 2003. The principle business of the Company is the franchising of "WOW Café & Wingery World of Wings" restaurants ("WOW restaurants"). Wingery, LLC ("WOW"), a company affiliated through common ownership, has granted the Company the rights to develop and franchise WOW restaurants. The distinguishing characteristics of the concept include, among other things, interior design, décor, proprietary recipes and menu items, training, advertising and promotional programs. The Company specializes in meeting consumer dining needs by providing high quality food and offering a premium café experience with a neighborhood emphasis.

Basis of Accounting

The Company's accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity. The renewal option terms in certain of the Company's operating lease agreements give it a variable interest in the lessor entity, however the Company concluded that it does not have the power to direct the activities that most significantly impact the lessor entities' economic performance and as a result does not consider it to be the primary beneficiary of such entities.

Fiscal Year

The Company's fiscal year ends on the last Sunday in December. The fiscal years ended December 28, 2014 and December 29, 2013, comprised 52 weeks.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies Under Common Control

For the fiscal years ended December 28, 2014 and December 29, 2013, various members of the Company were also members in other related entities. It is management's opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, which may exceed federally insured limits; and marketable securities, when held, which are federal agency securities. The Company places its cash and cash equivalents with high quality financial institutions.

The franchisees purchase substantially all food and beverages sold at WOW restaurants from a small group of suppliers at prevailing prices that potentially subjects the Company to a concentration of business risk. The suppliers' inability or unwillingness to supply the franchisees with an adequate amount of popular food and beverages could impact the Company's royalty revenue.

Accounts Receivable

Accounts receivable consist of amounts due from franchisees and area developers for franchise fees and royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends. During the fiscal years ended December 28, 2014 and December 29, 2013, the Company wrote off $842 and $0 of receivables, respectively. Management has deemed all other receivables as collectible.

Property and Equipment

Property and equipment and leasehold improvements are stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset, which range from 3-7 years. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized.

When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is credited or charged to operations. The amounts expensed for maintenance and repairs were $1,966 and $9,623 for the fiscal years ended December 28, 2014 and December 29, 2013, respectively.

Intangible Assets

Intangible assets consist of the Company's trade names and logos and are stated at cost and amortized using the straight-line method over the ten-year life of the trademarks. The Company tests for impairment of its intangible assets at a minimum on an annual basis. The Company does not believe that any impairment exists as of December 28, 2014 and December 29, 2013.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts receivable, amounts due to and from affiliates, accounts payable and accrued liabilities, long term debt, deposits and deferred franchise fees) approximate their carrying values.

Revenue Recognition

Franchise agreements have terms ranging from 5 to 7 years. These agreements also convey multiple extension terms of five years, depending on contract terms if certain conditions are met. The Company provides its franchisees system training, preopening assistance, and general assistance in exchange for franchise fees, and royalties of 0%-8% of each restaurant's gross revenue. For the fiscal years ended December 28, 2014 and December 29, 2013, the Company recognized $1,853,751and $1,778,901, respectively, in royalty fee revenue.

Franchise fee revenue from individual franchise sales is recognized upon the opening of the franchised location when the Company has performed all of its material obligations and initial services. Royalties are accrued as earned and are calculated each period based on reported franchisees' sales.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the WOW Café & Wingery brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the WOW Café & Wingery brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufacturers and distributors calculated based upon purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. During the fiscal years ended December 28, 2014 and December 29, 2013, advertising costs amounted to $34,295 and $7,715, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 1 – 2% of gross restaurant revenue to the WOW Café's System Advertising Fund, a company affiliated through common ownership, to pay for advertising of WOW restaurants (see Note 5).

Income Taxes

On the date of formation through December 31, 2011, the Company elected to be treated as a partnership for federal income tax purposes and did not incur income taxes. Instead, its earnings and or losses were included in the personal tax returns of the members.

Effective January 1, 2012 the Company elected to be treated as an S corporation for income tax under the provisions of the Internal Revenue Code. Accordingly, the financial statements do not reflect a provision for income taxes and the earnings and or losses are included in the personal tax returns of the members.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09 “Revenue with Contracts from Customers.” ASU 2014-09 supersedes the current revenue recognition guidance, including industry-specific guidance. The guidance introduces a five-step model to achieve its core principal of the entity recognizing revenue to depict the transfer of goods or services to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The updated guidance is effective for interim and annual periods beginning after December 15, 2016 and early adoption is not permitted. The Company is currently evaluating the impact of the updated guidance but does not believe the adoption of ASU 2014-09 will have a significant impact on the Company’s financial statements.

The Company has reviewed all other significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

NOTE 2 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 28, 2014 and December 29, 2013:

	2014	2013
Computers and equipment	$ 95,488	$ 95,488
Automobiles	206,012	206,012
Leasehold improvements	61,267	61,267
Furniture and fixtures	61,136	61,136
	423,903	423,903
Less: Accumulated Depreciation	(361,744)	(320,815)
Property and Equipment, net	$ 62,159	$ 103,088

The Company recorded depreciation expense related to these assets of $40,928 and $43,274 in fiscal 2014 and 2013, respectively.

NOTE 3 – INTANGIBLE ASSETS

Following is a summary of intangible assets at December 28, 2014 and December 29, 2013:

	2014	2013
Franchise value and trade names	$ 179,481	$ 174,081
Less: Accumulated Amortization	(109,612)	(94,643)
Net Intangible Assets	$ 69,869	$ 79,438

Amortization expense for the fiscal years ended December 28, 2014 and December 29, 2013 was $14,969 and $15,709 respectively. Estimated future amortization expense as of December 28, 2014 was as follows:

Fiscal year ending:			
	2015	$	14,969
	2016		14,969
	2017		14,749
	2018		8,813
	2019		4,212
	Thereafter		12,157
Total future amortization expense		$	69,869

NOTE 4 – DEPOSITS

In the ordinary course of business, the Company takes cash deposits from potential franchisees or area developers prior to having a formal agreement in place. When this occurs the Company records these payments as deposits until a franchise or area development agreement is executed. Upon execution of the agreement, the deposits are recorded as deferred franchise fees (see Note 6). As of December 28, 2014 and December 29, 2013, the Company had $5,000 in franchise fee deposits.

NOTE 5 - RELATED PARTY TRANSACTIONS

In the normal course of business, the Company purchases equipment or loans money to franchisees to support their operations. As of December 28, 2014 and December 29, 2013, there were no outstanding amounts due to the Company.

The Company occasionally pays money to entities under common control or ownership, for the purpose of funding the operations of those commonly owned entities. When the members have determined that these amounts cannot or will not be repaid to the Company, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. For the fiscal years ended December 28, 2014 and December 29, 2013, $19,682 and $34,768, respectively was due to the Company from entities under common control or ownership and is included within due from affiliates in the accompanying Balance Sheets.

During 2013, the Company received a $127,249 deposit for equipment related to an entity under common ownership and was recorded in Due to Affiliates on the accompanying Balance Sheet. The amount was remitted to the related entity during the fiscal 2014 year.

As part of the franchise agreement, franchisees pay an amount equal to 1-2% of their weekly gross sales to WOW Café's System Advertising Fund. These payments are made to a local advertising cooperative, a national advertising fund, or a regional advertising fund. From time to time the Company pays certain costs of franchisee advertising and is reimbursed by one of the advertising entities. As of December 28, 2014 and December 29, 2013, the local advertising cooperative and the national advertising fund owed the Company $0 and $14,029 respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

The Company shares certain employees with an entity affiliated through common ownership. The Company also provides health insurance to the affiliate's employees which are charged back to the affiliate based on allocation methods determined by management. Payroll expenses for the shared employees totaled $328,004 and $255,826 for the fiscal year ended December 28, 2014 and December 29, 2013, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income.

The Company also shares office space with an entity affiliated through common ownership. For the fiscal years ended December 28, 2014 and December 29, 2013, the Company did not incur any rent expense. If charged by the affiliate, rent expense would have been approximately $25,478 and $26,010, for the fiscal years ended December 28, 2014 and December 29, 2013, respectively.

The Company performs accounting services for certain entities affiliated through common ownership and certain franchisees owned and operated through common ownership. A monthly fee is charged for these services and is included in other income on the Statements of Income. Total accounting fees charged to these entities totaled $94,300 and $91,500 for the fiscal years ended December 28, 2014 and December 29, 2013.

On December 23, 2008, the Company paid off one of its outstanding bank loans and line of credit balance with funds provided by an affiliated entity. The principal amount outstanding on this related party loan at December 28, 2014 and December 29, 2013 was $122,459 and $137,447, respectively and is included within loans from affiliated companies on the accompanying Balance Sheets. This agreement bears interest of 4.0% per annum amortized over 15 years, maturing December 23, 2023.

Unless otherwise noted, all related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

NOTE 6 – FRANCHISE FEES AND AREA DEVELOPMENT AGREEMENTS

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from the deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. Depending on the type of franchise (Full-Scale, QSR or Café) the standard franchise arrangement requires an initial franchisee fee of $15,000 to $25,000 and royalty fees between 5% and 8% of the restaurant's monthly net sales.

The Company also enters into Area Development Agreements. Under these agreements, a third party (the "Developer") agrees to sell and open a certain number of franchises in the specified area over a period of time stipulated in the contract. In return, the Developer receives a portion of the initial franchise fee (usually one-half) and a portion of the royalties (ranging from 1.65% to 2.5%) from each location not owned by the Developer. The Company records the area development fees as deferred franchise fees when received and recognizes a portion of the fee as revenue each time a new franchise opens in that area. As of December 28, 2014 and December 29, 2013 Area Development Agreements had been entered into eight regions. Area Development Agreements have been entered into for California, Virginia, the Mississippi-Alabama-Florida Gulf Coast, Maryland & the District of Columbia, the New Jersey-Pennsylvania-Delaware area, Texas, North Carolina and Georgia.

The Company is obligated to provide developers and franchisees with standard construction plans (at the franchisees' cost), assist with general site location, review final site and construction plans, provide initial and advanced training to employees, supply the WOW Café Operations Manual and provide merchandising, marketing and other professional advice and consultation.

At December 28, 2014 and December 29, 2013, the balance of the deferred franchise and development fees was $430,825, respectively. The Company recognized $82,500 and $584,600 respectively, in franchise and development fee revenue for the fiscal years ended December 28, 2014 and December 29, 2013.

One of the locations in operation as of December 28, 2014 and December 29, 2013, was owned and operated by a company affiliated through common ownership to the Company.

NOTE 7 – LONG-TERM DEBT

Following is a summary of long-term debt at December 28, 2014 and December 29, 2013:

	2014	2013
Bank loan, secured by an automobile, repayable in monthly installments of $1,159 at a fixed interest rate of 2.95% per annum, maturing April 2015	$ 3,270	$ 16,686
Bank loan, secured by an automobile, repayable in monthly installments of $1,118 at a fixed interest rate of 2.95% per annum, maturing March 2015	3,145	16,437
Bank loan, secured by an automobile, repayable in monthly installments of $995 at a fixed interest rate of 1.90% per annum, maturing February 2015	1,984	12,787
	$ 8,399	$ 45,910
Less: Current portion of long-term debt	$ (8,399)	$ (38,487)
Long-term debt, net of current maturities	$ -	$ 7,423

Aggregate maturities of long-term debt are as follows:

2015	$ 8,399
2016	-
2017	-
2018	-
	$ 8,399

NOTE 8 – REVOLVING LINE OF CREDIT

Bank advances on the line of credit are payable on demand and carry an interest rate of 5.75%. The balance outstanding on the line at December 28, 2014 and December 29, 2013 was $105,574 and $118,857, respectively.

NOTE 9 – EMPLOYEE BENEFIT PLAN

The Company has a 401(k) plan covering substantially all employees. The Company contributes 100% of the first 3% of employee compensation and 50% of the next 2% of employee compensation. Employer contributions for the fiscal years ended December 28, 2014 and December 29, 2013 were approximately $13,166 and $8,784, respectively, and are included in payroll and payroll taxes in the accompanying Statements of Income.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company is involved in various legal matters arising in the ordinary course of business and accrues for such litigation and claims when payment is probable and reasonably estimable. At December 28, 2014, the Company did not have any amounts accrued relating to legal matters. Based on currently available information, including legal defenses available to the Company, the Company does not believe that the outcome of these legal matters will have a material or adverse effect on the Company's financial position, results of operations or cash flows.

Guarantees

In connection with a financing arrangement entered into by New Orleans Brew, LLC and New Orleans Roast, LLC (entities under common control), as co-borrowers, the Company is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of $2,615,962, should these entities be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the entities, although terms of such recovery may extend over several futures periods. The guarantee expires at September 28, 2016.

NOTE 11 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 28, 2014 and December 29, 2013, the Company did not have any financial assets or liabilities to value.

NOTE 12 – SUBSEQUENT EVENT

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 27, 2015, and determined that there were no items for disclosure.

EXHIBIT G

WOW CAFÉ & WINGERY OPERATIONS MANUAL – TABLE OF CONTENTS

EXHIBIT H

STATE ADMINISTRATORS- STATE AGENCIES

CALIFORNIA: California Department of Business Oversight, at any of its offices. 1515 K Street, Suite 200, Sacramento, California 95814-4052, Phone: (916) 445-7205, (866) 275-2677

FLORIDA: Department of Agriculture and Consumer Services, division of Consumer Services, City Centre Building, Suite 7200, 227 N. Bronough Street, Tallahassee, Florida 32301, Phone: (850) 410-3754

HAWAII: Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant St., Room 203, Honolulu, Hawaii 96813, Phone: (808) 586-2722

ILLINOIS: Illinois Attorney General's Office, 500 South Second Street, Springfield, Illinois 62706, Phone: (312) 814-7882

INDIANA: Indiana Securities Commission, 302 West Washington Street, Indianapolis, Indiana 46204, Phone: (317) 232-6681

MARYLAND: Maryland Division of Securities, Office of the Attorney General, 200 St. Paul Place-20th Floor, Baltimore, Maryland 21202-2020, Phone: (410) 576-6368

MICHIGAN: Michigan Department of Attorney General, Consumer Protection Division, Antitrust and Franchise Unit, 670 Law Building, Lansing, Michigan 48913, Phone: (517) 373-7117

MINNESOTA: Market Assurance Division, Minnesota Department of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101-2198, Phone: (651) 296-4026

NEW YORK: New York State Department of Law, Bureau of Investor Protection and Securities, 120 Broadway, 23rd Floor, New York, New York 10271, Phone: (212) 416-8236

NORTH CAROLINA: Business Opportunities, Department of the Secretary of State, P.O. Box 29622, Raleigh, North Carolina 27626, Phone: (919) 807-2156

TEXAS: Secretary of State, Statutory document Section, P.O. Box 12887, Austin, Texas 78711, Phone: (512) 475-1769

VIRGINIA: Virginia State Corporation Commission, Division of Securities and Retail Franchising, 1300 East Main Street, 9th Floor, Richmond, Virginia 23219, Phone: (804) 371-9051

WASHINGTON: State of Washington, Department of Financial Institutions, Securities Division, P.O. Box 9033, Olympia, Washington, 98501-9033 Phone: (360) 902-8760

WISCONSIN: Division of Securities, 345 W. Washington Avenue, 4th Floor, Madison, Wisconsin 53703, Phone: (608) 266-1064

EXHIBIT I

LIST OF EXISTING FRANCHISEES
As of January 1, 2017

State	City	Address	Active Owners	Phone	E-mail
AL	Birmingham	University of AL Birmingham 1000 14th St South	Sodexo	205-975-5914	Alan.Bergman@Sodexo.com
AL	Jacksonville	Jacksonville State 700 Pelham Rd. North	Sodexo	256-365-0117	saul.lomax@sodexo.com
AL	Huntsville	University of Alabama Huntsville 4750 Holmes Drive	Sodexo	256-824-3582	joe.fox@sodexo.com
AZ	Prescott	Embry-Riddle Aeronautical Univ. 3700 Willow Creak Road	Sodexo	760-219-4751	julie.jensen@sodexo.com
AZ	Grand Canyon	Grand Canyon University 3300 W. Camelback Road	Sodexo	480-435-6562	Aubrey.Braithwaite@Sodexo.com
CA	Camp Pendleton	Camp Pendleton Military Base West Mess 2204	Sodexo	760-575-700	terrance.mason@sodexo.com
CA	San Bernardino	CSU San Bernardino 5500 University Pkwy.	Sodexo	909-537-3540	dave.janosky@sodexo.com
CA	Seaside	CSU Montery Bay 100 Campus Ctr. Bldg 14	Sodexo	931-582-5007	jeffrey.shaffer@sodexo.com
CA	Walnut	Mt. San Antonio College 1100 N. Grand Ave.	Sodexo	951-488-4868	hector.castillo@sodexo.com
CA	San Marcos	CSU San Marcos 595 Campus View Drive	Sodexo	760-750-4764	donna.provost@sodexo.com
CO	Golden	Colorado School of Mines 1200 16th St.	Sodexo	303-384-2528	john.montano@sodexo.com
CO	Denver	University of Denver / 2155 E. Wesley Ave	Sodexo	303-476-1243	Sarah.Alexander@Sodexo.com
CT	West Haven	University of New Haven 300 Boston Post Road	Sodexo	203-479-4212	brittany.claiborne@sodexo.com
DC	Washington	Howard Univ. 2400 6th St. NW	Sodexo	202-617-4329	eric.brown@sodexo.com
FL	Lake Buena Vista	Disney Take5 Studio 250 W. Animation Dr.	Sodexo	407-827-7977	carl.spencer@sodexo.com
FL	Lake Buena Vista	Disney Mouseketeria 250 W. Animation Dr.	Sodexo	407-827-7977	carl.spencer@sodexo.com
GA	Augusta	Georgia Regents Univ. 1120 15th St.	Sodexo	706-830-3964	maureen.foster@sodexo.com

GA	Rome	2817 Martha Berry Hwy. Rome, GA 30165	Chuck Patel	706-936-4888	Rome@wingery.com
GA	Savannah	Armstrong Atlantic 11935 Abercorn St.	Sodexo	912-414-1853	john.degatis@sodexo.com
IL	Maywood	Loyola Medical Center 2160 S. 1st. Ave	Sodexo	708-216-0396	alfonso.gracia@sodexo.com
IL	Melrose Park	Gottlieb Medical Center 701 W. North Ave.	Sodexo	708-227-1397	peter.jeshke@sodexo.com
KY	Louisville	Bellarmine U. / 2001 Newburg Rd. Louisville, KY 40205	Sodexo	502-314-0280	Richard.Neuman@sodexo.com
LA	Chalmette	1720 East Judge Perez, Ste. C, Chalmette, LA 70043	Shane Songy & Shawn Breaud	504-271-8317	shane@wingery.com
LA	Kenner	New Orleans International Airport Concourse B	Delaware North	504-463-5550	rbell@dncinc.com
LA	New Orleans	Tulane U. / 31 McAllister Dr. New Orleans, LA 70118	Sodexo	504-214-4937	jason.fibble@sodexo.com
LA	New Orleans	Tulane Univ. / Yulman Stadium / Audubon Boulevard	Sodexo	504-214-4937	jason.fibble@sodexo.com
LA	New Orleans	1415 Tulane Ave / Tulane Med Ctr. New Orleans, LA 70112	Cups and Mugs/Kip Olsen	504-419-5019	dlentine@msginc.net
LA	New Orleans	Double Tree Hotel 300 Canal Blvd.	Magnolia Hospitality	504-212-3250	brad@wingery.com
LA	Jefferson	Ochsner Hospital 1514 Jefferson Hwy	Morrisons	504-842-3425	kennynezat@iammorrison.com
LA	Shreveport	LSU Health & Medical School 1501 Kings Hwy	Sodexo	318-840-3778	james.galambos@sodexo.com
LA	Baton Rouge	Baton Rouge Regional Airport 9340 Jackie Cochran Drive	SSP America	504-352-5402	robert.cotton@ballardbrandsllc.com
LA	Cut Off	291 Hwy 3162 Cut Off, LA 703458	Katie Mai, Inc.	985-325-3680	vuong@wynnservices.net
MA	Dudley	Nichols College 124 Center Rd.	Sodexo	508-213-2251	josh.fasano@nichols.edu
MD	Waldorff	3010 Waldorff Place Waldorff, MD 20603	Robel Yohannes	301-705-6601	robel.yohannes1@gmail.com
MD	Fort Meade	DISA 6914 Cooper Ave.	Sodexo		michael.siebert@sodexo.com
MD	Baltimore	Greater Baltimore Medical Center / 6701 N. Charles Street	Sodexo		Kelly.Bechtel@Sodexo.com
MI	Adrian	Adrian College 110 S. Madison St.	Sodexo	517-265-5161	tim.mclaughlin@sodexo.com
MN	Moorhead	Minnesota State University Moorhead / 1104 7th Ave South	Sodexo	218-979-9332	wade.eddy@sodexo.com
MO	St. Louis	Webster University / St. Louis, Missouri 63119	Sodexo	314-575-0925	brad.woodroffe@sodexo.com

MO	St. Louis	Univ. of Missouri St. Louis 1 University Blvd.	Sodexo	314-516-7365	antonio.mancarella@sodexo.com
MS	Jackson	Jackson State Univ. 1400 John R. Lynch St.	Sodexo	803-513-3246	sanford.winfield@sodexo.com
NC	Boiling Springs	Gardner Webb Univ. 110 S. Main St.	Sodexo	803-553-9995	william.weeks@sodexo.com
NC	Durham	N. Carolina Central 1801 Fayetteville St.	Sodexo	919-530-6498	dennis.stamps@sodexo.com
NM	Portales	ENMU University Station 51 1500 S. Ave. K	Sodexo	505-562-2110	Dustin.davis@enmu.edu
OH	Wilberforce	Central State University 1400 Brush Row Road	Sodexo	937-376-6020	jeff.ervin@sodexo.com
OH	Ada	Ohio Northern Univ. 525 S. Main Street	Sodexo	304-590-3093	Dwight.Blankenship@Sodexo.com
OK	Tahlequah	Northeast State U. 600 N. Grand	Sodexo	918-456-5511	Mark.Graver@sodexo.com
PA	Edinboro	Edinboro Univ. 405 Scotland Dr.	Compass	814-732-2919	ptharp@edinboro.edu
PA	Philadelphia	Temple Univ. 1755 N. 13th St.	Sodexo	215-204-6399	mindy.segal@sodexo.com
SC	Orangeburg	South Carolina State 300 College St NE	Sodexo	803-536-8467	arthur.pinckney@sodexo.com
SC	Hartsville	Coker College 300 East College Ave.	Sodexo	920-369-6387	rick.gant@sodexo.com
TX	El Paso	UTEP 500 W University Ave.	Sodexo	915-202-8316	Dwayne.Wisniewski@sodexo.com
TX	Sequine	Texas Lutheran Univ. 1000 West Court St.	Sodexo	830-372-8176	christopher.wright@sodexo.com
TX	San Antonio	819 Loop 1604 North East, San Antonio, TX 78232	Drury Soutwest Inc.	210-490-2256	NormanA@BallardBrandsllc.com
VA	Arlington	Marymount Univ. 2807 N. Glebe Rd	Sodexo	703-284-5790	david.alltop@sodexo.com
VA	Emory	Emory & Henry Univ. 1 Garnard Dr.	Sodexo	276-944-6586	treva.watson@sodexo.com
VA	Fredericksburg	Univ. Mary Washington 1301 College Ave.	Sodexo	540-654-2260	kori.dean@sodexo.com
VA	Springfield	NGA 2700 Geoint Drive	Sodexo	703-913-5446	tiffany.sims@sodexo.com
WI	Kenisha	Carthage College 2001 Alford Park Dr.	Sodexo	262-515-1816	brian.smoko@sodexo.com
WI	Milwaukee	Marquette Univ. 804 N. 16th St.	Sodexo	414-750-2541	joseph.maiorelle@mu.edu
WV	Morgantown	West Virginia Univ. 900 Willowadle Rd	Sodexo	304-293-6241	crystal.matteo@sodexo.com

LIST OF FRANCHISEES WHO SIGNED A FRANCHISE AGREEMENT BUT WHO HAVE NOT YET OPENED AN OUTLET

As of January 1, 2017

State	City	Address	Franchisee	Phone	E-mail
IA	(Outlet Not Yet Opened)	403 Eastview Rd. Marshalltown, IA 50158	Kevin Vaughn	641-753-6280	
LA	(Outlet Not Yet Opened)	3421 N. Causeway Blvd., Ste. 301 Metairie, LA 70002	Bay-WOW Franchise 2	504-655-9410	
NY	(Outlet Not Yet Opened)	16 Crowntop Road, Manhasset, NY 11030	Vable, LLC	917-900-6973	

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

As of January 1, 2017

State	City	Address	Exited Franchisee	Phone	E-mail
AL	Florence	Univ. of North Alabama 1 Harrison Plaza Rec Center	Sodexo	256-762-4895	icdemir@una.edu
LA	New Orleans	5951 Bullard Ave. New Orleans, LA 70128	Godfrey & Chassidy Peters	504-250-9885	godfreypetersjr@aol.com
LA	Houma	1731 Martin Luther King Blvd, Ste. C, Houma, LA 70360	Jeremy Griffin	985-876-4969	wowcafehouma@gmail.com
LA	New Orleans	2220 Tulane Ave. New Orleans, LA 70130	NOLA Gonzalez Group	504-915-3579	tgk@nolagonzalezgroup.com
MN	St. Cloud	St. Cloud University / St. Cloud, Minnesota 56301	Sodexo	320-308-4296	phillip.paulson@sodexo.com
NC	Pembroke	Pembroke University One University Dr.	Sodexo	910-521-6360	Jim.Halcombe@sodexo.com
OK	Langston	Langston Univ. 1234 I.W. Young Dr.	Sodexo	405-466-3375	joseph.barnes@sodexo.com

<u>EXHIBIT J</u>

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
AMENDMENT TO FRANCHISE AGREEMENT AND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITONAL INFORMATION
REQUIRED BY THE STATE OF CALIFORNIA

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF CALIFORNIA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF CALIFORNIA AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

Table of Contents

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq. the Franchise Disclosure Document for WOW Cafe & Wingery Franchising Account, LLC for use in the State of California shall be amended as follows:

Item 3 of the FDD is supplemented to include the following:

> Neither the franchisor, any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

Item 17 of the FDD shall be supplemented to include the following:

> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
>
> The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A Sec. 101 *et seq*.).
>
> The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
>
> The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages are unenforceable.
>
> The franchise agreement requires binding arbitration. The arbitration will occur at American Arbitration Association's office in New Orleans, Louisiana, with each party bearing its own costs (including, but not limited to, attorney's fees, expert witness fees, and other costs incurred in connection with arbitration).
>
> The franchise agreement requires application of the laws of Louisiana. This provision may not be enforceable under California law.
>
> Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by

rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business oversight at www.dbo.ca.gov.

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

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF HAWAII

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF HAWAII.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF HAWAII
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

Table of Contents

ADMENDMENT TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF HAWAII

The State of Hawaii requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the WOW Cafe & Wingery Unit has opened. Upon opening for business you must submit the initial franchise fee to WOW Cafe & Wingery Franchising Account, LLC.

The Franchisor will comply with Hawaii Franchise Investment Law and exclude claims arising from a provision in the Franchise Agreement requiring a general release as a condition of a renewal or transfer fee. Non-renewals and terminations provisions are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law.

Dated this _______ day of ____________, 20____.

Franchisor: WOW Cafe & Wingery Franchising Account, L.L.C.

By:_________________________________
Print Name:___________________________
Title: _______________________________
Date: _______________________________

Franchisee:

By:_________________________________
Print Name:___________________________
Title: _______________________________
Date: _______________________________

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

For franchises and franchisees subject to the Hawaii Franchise Disclosure Law the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document.

Item 5 and Item 7 of the disclosure document are amended to include the following disclosure:

The State of Hawaii requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the WOW Cafe & Wingery Unit has opened.

Item 21 of the disclosure document is amended to include the following disclosure:

AT DECEMBER 27, 2009, WE HAD A DEFICIT BALANCE OF -$494,072.12 IN OUR MEMBER'S EQUITY ACCOUNT. THIS NEGATIVE BALANCE DOES NOT REPRESENT DEBT OBLIGATIONS TO AFFILIATED AND/OR NON-AFFILIATED COMPANIES THAT ARE OWNED OR CO-OWNED BY ITS MEMBERS. THE MEMBER'S EQUITY ACCOUNT GENERALLY CONSISTS OF OUR MEMBER'S CUMULATIVE SHARE OF THE CORPORATION'S NET INCOME LESS CASH DISTRIBUTIONS AND/OR CASH TRANSFERS TO MEMBER'S INVESTMENTS PLUS RESPECTIVE CAPITAL CONTRIBUTIONS THAT IT HAS MADE TO THE CORPORATION. MEMBERS OF WOW FRANCHISING CHOOSE TO UTILIZE CASH GENERATED TO REINVEST IN GROWTH AND DIVERSIFY THEIR INVESTMENT PORTFOLIO BY PARTICIPATING IN VARIOUS LOW-RISK, LONG TERM ASSETS (I.E. PROPERTY, SHOPPING CENTERS, PRODUCT DEVELOPMENT). IT IS THE DECISION OF THE COMPANY MEMBERS TO ALLOCATE ANY FUNDS UTILIZED TO SUBSIDIZE PAYMENTS MADE TO THEIR INVESTMENTS BY USE OF THEIR ENTITLEMENT OF ANY CASH DISTRIBUTIONS THAT MAY OCCUR AT ANY GIVEN TIME.

WOW CAFE & WINGERY FRANCHISING ACCOUNT , LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF ILLINOIS

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF ILLINOIS.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF ILLINOIS
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

Table of Contents

ADMENDMENT TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

This Amendment shall pertain to franchises sold in the State of Illinois and shall be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement ("Agreement") to the contrary, the Agreement shall be amended as follows:

1. Page 1 of the Franchise Disclosure Document Shall read as follows:

2016

FRANCHISE DISCLOSURE DOCUMENT

WOW Cafe & Wingery Franchising Account, LLC
a Louisiana limited liability company
180 New Camellia Boulevard, Suite 100
Covington, Louisiana 70433
Telephone: (985) 792-5776
Facsimile: (985) 792-1201
E-mail: ryans@wingery.com
Website: http://www.wowcafefranchise.com

As a franchisee you will own and operate a retail restaurant business under the name WOW Cafe & Wingery. A WOW Cafe restaurant features American fare, fast, casual dining, including wings, wraps, sandwiches, salads, burgers, drinks and other general food products under the name WOW Cafe.

The total investment necessary to begin operation of a unit franchise is between $234,400.00 and $757,000.00 depending on the size and type of model chosen. This investment price includes the of $15,000.00 to $35,000.00 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 in connection with the proposed franchise sale. **Note, however that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Ryan Stansbury, WOW Cafe & Wingery Franchising Account, LLC, 180 New Camellia Blvd., Suite 100, Covington, Louisiana 70433, 985-792-5776 x116 or ryans@wingery.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

Issuance date: April 1, 2016 (The issuance date is not the effective date for registration states.)

2. The State Cover Page shall be amended to read as follows:

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 of 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 H 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 LITIGATION/ARBITRATION/MEDIATION ONLY IN LOUISIANA. OUT OF STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE/ARBITRATE/MEDIATE WITH US IN LOUISIANA THAN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA 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. THERE MAY BE OTHER RISKS CONCERING 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 this franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration to appear on the following page.

2. Article 1.1 of the Agreement shall be supplemented as follows:

The Initial Fee shall be placed in an escrow account until the franchisee commences business as required by the Illinois Franchise Disclosure Act 815 ILCS 7051-44, §200.500, et seq.

3. Article 20 of the Agreement shall be supplemented as follows:

Any provision of the Franchise Agreement which designates jurisdiction or venue outside of Franchisee's state is void with respect to any cause of action which otherwise is enforceable in Franchisee's state, provided that a Franchise Agreement may provide for arbitration outside Franchisee's state.

4. Article 20.5 of the Agreement shall be supplemented as follows:

However, the choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. As required under Illinois law, the laws of the State of Illinois will govern.

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

6. The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 7051-44. To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

______________________________ ______________________________

Franchisee's Initials/ Date Franchisor's Initials/Date

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

For franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987 and the Illinois General Rules and Regulations under the Franchise Disclosure Act, the following information supersedes and supplements, as the case may be, the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Illinois Franchise Disclosure Document.

The State Cover Page and/or Items 5 and 7 shall be supplemented to include the following disclosure:

Any provision of the Franchise Agreement which designates jurisdiction or venue outside of Franchisee's state is void with respect to any cause of action which otherwise is enforceable in Franchisee's state, provided that a Franchise Agreement may provide for arbitration outside Franchisee's state.

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 7051-44.

The Franchise Agreement provides that Louisiana law applies. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. As required under Illinois law, the laws of the State of Illinois will govern.

The Initial Fee required by Article 1.1 of the Franchise Agreement shall be placed in an escrow account until the franchisee commences business as a result of Franchisor's financial condition, as required by the Illinois Franchise Disclosure Act 815 ILCS 7051-44, §200.500, et seq.

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

ILLINOIS ESCROW AGREEMENT

RESOURCE BANK
Your Bank For Our Community

May 11 2010

TO: Scott Ballard

RE: Wow Café & Wingery Franchising Account LLC
Illinois Escrow Account

Dear Scott,

Please use this letter as confirmation that the Wow Café & Wingery Franchising Account LLC – Illinois Escrow Account, # 3045598, was opened on May 20, 2009 and is still open and in effect. I have enclosed a copy of the original signature card. If you have any questions regarding this please do not hesitate to contact me.

Sincerely,

Jenni Young
Assistant Vice President / Branch Manager
Resource Bank
5100 Village Walk, Ste. 102
Covington, LA 70433
Phone (985) 801-0110
Fax (985) 892-9971
jyoung@BankOnResource.com

Reviewed By Patricia S Connell, [illegible]2009

RESOURCE BANK - HWY 21
70533 HIGHWAY 21
COVINGTON, LA 70433

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE

☐ INDIVIDUAL
☐ JOINT
☒ LLC

☐ REVOCABLE TRUST OR ☐ PAY-ON-DEATH DESIGNATION AS DEFINED IN THIS AGREEMENT
Name and Address of Beneficiaries:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

☐ SOLE PROPRIETORSHIP
☐ CORPORATION ☐ FOR PROFIT ☐ NOT FOR PROFIT
☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY
☐

BUSINESS RESTAURANT CHAIN
PHONE 985-079-2576
COUNTY & STATE OF ORGANIZATION LOUISIANA
AUTHORIZATION DATED 5/20/2009

DATE OPENED 05/20/2009 BY B528CSA1
INITIAL DEPOSIT $ 50.00
☐ CASH ☐ CHECK ☐
HOME TELEPHONE #
BUSINESS PHONE # 985-079-2576
DRIVER'S LICENSE #
E-MAIL
EMPLOYER
MOTHER'S MAIDEN NAME
Name and address of someone who will always know your location

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 06-1716032

☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding

☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X [signature] 5/25/2009
(Date)

Experts® © 1992 Bankers Systems, Inc., St. Cloud, MN Form MPSC-LAZ-LA 4/19/2004

ACCOUNT NUMBER 3045598

ACCOUNT OWNER(S) NAME & ADDRESS
WOW CAFE & WINGERY FRANCHISING ACCOUNT LLC
ILLINOIS ESCROW ACCOUNT
109 NEW CAMELLIA BLVD STE 200
COVINGTON, LA 70433-7829

TYPE OF ACCOUNT
☒ NEW ☐ EXISTING
☒ CHECKING ☐ SAVINGS
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT
☐ NOW ☐

This is your (check one) FREESOURCE BUSINESS CHKC
☒ Permanent ☐ Temporary account agreement

Number of signatures required for withdrawal 001
FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☒ NO

[X]

SIGNATURE(S) - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):

☒ Deposit Account ☒ Funds Availability ☒ Truth in Savings
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☐

(1): [X [signature]]
STEVEN M BALLARD
I.D # 437-25-9999 DOB 9/08/1970

(2): [X [signature]]
JEFFERY A GIAVOTELLA
I.D # 436-51-4540 DOB 9/08/1973

(3): [X [signature]]
JOHN SCOTT BALLARD
I.D # 438-25-0(90 DOB 10/16/1972

(4): [X [signature]]
PAUL C BALLARD
I.D # 438-25-0151 DOB 8/12/1969

☐ Authorized Signer (Individual Accounts Only)

[X]

I.D.# DOB

(page 1 of 2)

§200.APPENDIX C ESCROW FORMS

ESCROW AGREEMENT
Appendix C—Illustration A

Agreement, made this 1st day of June, 2006 by WOW Cafe and Wingery Franchising Account, L.L.C. (name of franchisor), a Limited Liability Company (type of business entity) ("WOW Cafe organized under the laws of the State of Louisiana (hereinafter referred to as "Franchisor"), and Resource Bank hereinafter referred to as "BANK", as Escrowee for the franchisees of Franchisor;

WHEREAS, Franchisor is desirous of establishing franchises in the State of Illinois; and
WHEREAS, it is in the discretion of the Illinois Attorney General as administrator of the Illinois Franchise Disclosure Act, to require an escrow of the franchise fees; and
WHEREAS, in order to conform to the procedures for arranging an escrow account, Franchisor desires to enter into an escrow agreement with BANK, pursuant to which initial franchise fees are to be held in escrow until Franchisor has met its initial obligations to its franchisees.
NOW THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. Franchisor shall deposit with BANK initial franchise fees received from franchisees that are required to be escrowed under the order of the Administrator, but BANK shall not be responsible for insuring that any part or all moneys received by Franchisor from each or any one franchisee are deposited with BANK.

2. Franchisor will supply BANK with the name and address of each franchisee, together with the amount of the deposit which represents moneys paid by each franchisee and BANK will maintain records containing the same information.

3. All moneys received by BANK from Franchisor shall be held by BANK as escrowee for the exclusive purpose herein described and will be placed in a single segregated account designated substantially as follows:
Resource Bank (Name of Bank), AS ESCROWEE FOR FRANCHISES OF WOW Cafe (Name of Franchisor) (hereinafter referred to as "Escrow Account.")

4. BANK shall accept such funds as Franchisor shall deliver to BANK, as escrowee, and BANK shall acknowledge the receipt of funds from Franchisor; however, BANK shall not be responsible for the accuracy of the information provided to it by Franchisor.

5. Any funds deposited hereunder in the Escrow Account shall be invested and kept invested by BANK, at the option of the Franchisor, in instruments of its choosing, until they are to be disbursed as provided in paragraph 6 hereof. All interest received and any increment thereon shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in paragraph 6.

6. BANK shall pay out funds, plus interest, if any, from the Escrow Account upon the occurrence of one of the following conditions:

(a) Upon receipt of a letter from an officer of Franchisor directing BANK to pay out such funds to Franchisor, accompanied by a written notice from the Administrator stating that he takes no exception (hereinafter referred to as "No Exception Notice") to the release, BANK shall pay part or all of the moneys held in escrow for the benefit of a specified franchisee, plus interest, if any, to Franchisor.

(b) Upon written notice from the Administrator BANK shall return part or all of the deposited franchise fee and other funds, plus interest, if any, to a specified franchisee.

(c) BANK shall pay funds into court or disburse or deliver them in accordance with any final order of any court of competent jurisdiction.

BANK shall not be personally liable for any act taken or omitted by it in good faith and in the exercise of its own best judgment. BANK shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

7. BANK is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions by the Administrator as are hereinafter provided for and orders of process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case of any court order affecting such property or any part thereof, then and in any of such events BANK is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; if it complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Written consent of BANK to act in the capacity of escrowee shall be manifested upon the duly authorized execution of this Agreement. The Administrator may, at any time, inspect the records of BANK, insofar as they relate to this Escrow Agreement. At the Administrator's discretion, statements indicating status of the escrow shall be furnished by BANK to the Administrator. An executed duplicate original of this Agreement shall be filed with the Administrator at Illinois Attorney General, Franchise Division, 500 South Second Street, Springfield, Illinois 62706.

9. BANK shall be paid by Franchisor for any expenses incurred by it and reasonable compensation for its services hereunder. Funds held by BANK pursuant to this Agreement shall not be subject to any liens or charges by BANK.

10. If BANK believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in the event BANK retains counsel upon becoming involved in litigation on account of any deposit or of this Agreement, Franchisor shall reimburse BANK for and indemnify and hold BANK harmless against any and all costs, attorney's fees, charges, disbursements and expenses in connection with such consultation or litigation.

11. Franchisor unconditionally guarantees that, in the event BANK misapplies, dissipates, converts or is otherwise responsible for a deficiency in the funds deposited in the Escrow Account through the exercise of less than a fiduciary standard of care, Franchisor shall reimburse each and every franchisee to the extent of such deficiency if such amounts deposited are required to be returned to such franchisee under paragraph 6(a) through (c) hereof.

12. Franchisor shall give each franchisee a copy of this Agreement prior to collecting any moneys from such franchisee.

13. BANK's duties as escrowee shall terminate upon final distribution of all moneys received under this Agreement.

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

ATTEST:

Amy G. Smith
Its Secretary Amy G. Smith

BANK Resource Bank

By: Amanda Jones

Its: Secretary of Business Lending

~~FRANCHISOR~~ WOW Cafe & Wingery Franchising Account

By: [signature]

Its: President/CEO

WOW CAFE & WINGERY FRANCHISING ACCOUNT , LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF INDIANA

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF INDIANA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF INDIANA AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

Table of Contents

ADMENDMENT TO
WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

This Amendment shall pertain to franchises sold in the State of Indiana and shall be for the purpose of complying with Indiana statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement shall be amended as follows:

1. Article 1 of the Franchise Agreement entitled "Franchise Right Granted, Location" is supplemented by the following provision:

> Ind. Code §§23-2-2.7-1(2) and 23-2-2.7-2(6) prohibit any provision in a franchise agreement allowing a franchisor to establish, and prohibit a franchisor from establishing a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the Protected Territory granted the franchisee by the Franchise Agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area. To the extent that any provision of the Franchise Agreement conflicts with Indiana law, Indiana law will control.

2. Article 13.2 of the Franchise Agreement entitled "Consent to Transfer" is supplemented by the following provision:

> Indiana prohibits the franchisor from requiring its franchisees to prospectively assent to a release, assignment, novation, waiver, or estoppels which purports to relieve any person from liability.
>
> To the extent you are required to execute a release in favor of WOW Cafe & Wingery Franchising Account, LLC, such release shall exclude liabilities arising under the Indiana Deceptive Franchise Practices Law, Ind. Code §23-2-2.7-1(5).

3. Ind. Code §23-2-2.7-1(10) prohibits any provision in the Franchise Agreement which limits litigation brought for breach of the Franchise Agreement in any matter whatsoever. To the extent that any provision of the Franchise Agreement conflicts with Ind. Code §23-2-2.7-1(10), Indiana law will control.

4. Article 19.1 of the Franchise Agreement is supplemented by the following provision at the end of said article:

> ; provided, however, such indemnification obligations shall exclude liability caused by your proper reliance on the use of procedures or materials provided by WOW Cafe & Wingery Franchising Account, LLC or caused by WOW Cafe & Wingery Franchising Account, LLC's negligence.

5. The Agreement contains a covenant not to compete which extends beyond the termination of the Franchise Agreement. Ind. Code §23-2-2.7-1 (9) and (10) limits the franchisor's ability to restrict your activity after the Agreement has ended. Indiana law prohibits covenants not to compete in an area greater than the exclusive area or an area of reasonable size. To the extent that any provision of the Franchise Agreement with regard to covenants not to compete conflicts with Indiana Law, Indiana Law will control.

6. Article 13 of the Franchise Agreement entitled "Nature of Interest, and Transfer" is supplemented by the following provision:

> Ind. Code §23-2-2.7-2(3) makes it unlawful for a franchisor to deny the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in the ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs or estate maintains all standards and obligations of the franchise.

7. Article 20.5 of the Franchise Agreement is supplemented by the following provision:

> However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law with respect to the offer and sale of a franchise and the franchise relationship. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be governed by the Indiana Franchise Disclosure Law Ind. Code §23-2-2.5 and the Indiana Deceptive Franchise Practices Ind. Code §23-2-2.7.

8. Article 20 of the Franchise Agreement is supplemented by the following provision:

> Indiana franchisees are allowed access to Indiana courts. Any provision which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of Indiana with respect to any matter governed by the Indiana Deceptive Franchise Practices Law and Indiana Franchise Disclosure Law is void.

______________________________	______________________________
Franchisee's Initials/ Date	Franchisor's Initials/Date

ADDENDUM TO WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

For franchises and franchisees subject to the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document ("FDD").

Item 8. Item 8 of the FDD is amended to include the following disclosure:

The Indiana Deceptive Franchise Practices Law Ind. Code §23-2-2.7-1(4) prohibits provisions in a franchise agreement subject to Indiana Law which allow the franchisor to obtain money, goods, services, or any other benefit from any other with whom the franchisee dos business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any provision of the Franchise Agreement conflicts with Indiana Law, Indiana Law will control.

The Indiana Deceptive Franchise Practices Law ("Law"), Ind. Code §23-2-2.7-2(6) makes its unlawful for any franchisor to obtain money, goods, services, or any other benefit for any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any of WOW Cafe & Wingery Franchising Account, LLC's business practices conflicts with Indiana Law, Indiana Law will control.

Item 12. Item 12 of the disclosure document is amended to include the following disclosure:

Ind. Code §23-2-2.7-1(2) prohibits any provision in the Agreement which allows WOW Cafe & Wingery Franchising Account, LLC to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchised business within the exclusive territory. Ind. Code §23-2-2.7-2(4) prohibits any franchisor who has entered into any franchise agreement with a franchisee who is either a resident of Indiana or a nonresident operating a franchise in Indiana from establishing a franchisor-owned outlet engaged in a substantially identical business to that of the franchised business within the territory. To the extent that any provision of the Franchise Agreement or WOW Cafe & Wingery Franchising Account, LLC's business practices conflict with Indiana law, Indiana law will control.

Item 17. Item 17 of the disclosure document is amended to include the following disclosure:

Indiana prohibits the franchisor from requiring its franchisees to prospectively assent to a release, assignment, novation, waiver, or estoppels which purports to relieve any person from liability.

To the extent that you are required to execute a release in favor of WOW Cafe & Wingery Franchising Account, LLC, such release shall exclude liabilities arising under the Indiana Deceptive Franchise Practices Law, Ind. Code §23-2-2.7-1.

Ind. Code §23-2-2.7-2(3) makes it unlawful for a franchisor to deny the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs or estate maintains all standards and obligations of the franchise. To the extent that the Franchise Agreement requires a surviving spouse, heirs, or an estate representative to assume liability under the Franchise Agreement and to complete training, the Franchise Agreement has been amended in accordance with Indiana law to provide that all such conditions must be met within 6 months of the franchisee's date of death.

Ind. Code §23-2-2.7-1(10) prohibits any provision in the Agreement which limits litigation brought for breach of the Franchise Agreement in any manner whatsoever. To the extent that any provision of the Franchise Agreement conflicts with Indiana law, Indiana law will control.

The choice of law provision contained in the Franchise Agreement should not be considered a waiver of any right conferred upon you by the provisions of the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices law with respect to the offer and sale of a franchise and the franchise relationship. Notwithstanding anything in this Agreement to the contrary, the Franchise Agreement shall be governed by the Indiana Franchise Disclosure Law Ind. Code §23-2-2.5 and the Indiana Deceptive Franchise Practices Law Ind. Code §23-2-2.7.

Indiana franchisees are allowed access to Indiana courts. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of Indiana with respect to any matter governed by the Indiana Deceptive Franchise Practices Law and Indiana Franchise Disclosure Law is void.

The post term covenant not to compete is limited to your non-exclusive area under the Franchise Agreement pursuant to Ind. Code §23-2-2.7-1(9).

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MARYLAND

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF MARYLAND.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF MARYLAND AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

Table of Contents

ADMENDMENT TO
WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

This Amendment shall pertain to franchises sold in the State of Maryland and shall be for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement shall be amended as follows:

1. Pursuant to Code of Maryland Regulations Section 02.02.08.16L, any general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. Article 13.2 of the Franchise Agreement is amended accordingly.

2. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to agree to any release, estoppels or waiver of liability as a condition of purchasing a franchise. To the extent that the Franchise Agreement may require you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure law in order to purchase your franchise, it is hereby amended to state that such representations are not intended to nor shall they act as a release, estoppels or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

3. The limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, Article 20 of the Franchise Agreement is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

5. A provision in the Franchise Agreement which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under Title 11, United States Code Section 101.

6. All franchise fees and other funds paid to WOW Cafe & Wingery Franchising Account shall be held in an escrow account until franchisee is open for business. A copy of the escrow agreement is attached as Exhibit 1 to Addendum to WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document required by the State of Maryland.

SIGNATURE PAGE TO FOLLOW

Dated this _______ day of ____________, 20____.

Franchisor: WOW Cafe & Wingery Franchising Account, L.L.C.

By:_________________________________
Print Name:__________________________
Title: ________________________________
Date: ________________________________

Franchisee:

By:_________________________________
Print Name:__________________________
Title: ________________________________
Date: ________________________________

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

For franchises and franchisees subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case maybe the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document:

Item 5.

The State of Maryland requires that your franchise fee be held in an escrow account until you open for business. A copy of the escrow agreement is attached as Exhibit 1 to Addendum to WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document required by the State of Maryland.

Item 17.

The Summary of the "Cause" Defined—Non Curable Defaults (provision (h.)) is amended to provide that provisions allowing termination on bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

Pursuant to Code of Maryland Regulations Section 02.02.08.16L, any general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. Accordingly, the Summary of the Requirements for Franchisee to Renew or Extent and Conditions for Franchisor Approval of Transfer (provisions (c.) and (m.), respectively) is amended to provide that a general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Section 14-227 of the Maryland Franchise Registration and Disclosure Law provides that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three after the grant of the franchise. Accordingly, the Summary of Choice of Law (provision (v.)) is amended to provide that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three after the grant of the franchise.

EXHIBIT 1 TO ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

Escrow Agreement

This agreement made this 16th day of April, 2008, by and between Greater Atlantic Bank, organized under the laws of Maryland ("Bank") with its principal office located at, 11834 Rockville Pike, Rockville Maryland 20852, and WOW Café and Wingery Franchising Account, L.L.C., a Louisiana limited liability Company, organized under the laws of Louisiana ("Franchisor"), with its principal office located at 109 New Camellia Boulevard, Suite 200, Covington, Louisiana 70433. The Escrow Agreement will govern the terms and conditions pursuant to which Customer will establish and operate an Escrow Account at the Bank. Customer and Bank agree as follows:

WHEREAS, the Franchisor desires to offer and sell franchises in the State of Maryland; and

WHEREAS, it is the discretion of the Securities Commissioner of the State of Maryland as Administrator of the Maryland Franchise Registration and Disclosure Law, to require an escrow of franchise fees; and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the bank, pursuant to which franchise fees are to be held in escrow for the purpose of complying with the Maryland Franchise Registration and Disclosure Law.

NOW THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The franchisor shall, until release of escrow funds, hereinafter provided, deposit with the Bank, all monies obtained from each franchisee that either is a resident of the State of Maryland or contracts to operate the franchised business within the State of Maryland.

2. All funds delivered by the Franchisor to the Bank will be placed in a separate account indicating account name and number as follows:

Account Name:	WOW Café & Wingery Franchising Account, L.L.C.
TIN:	06-1716032
Account Number:	383000643

3. The Bank shall pay out funds, plus interest if any, from the Escrow Account only upon the occurrence of one of the following conditions:

a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to WOW Café & Wingery Franchising Account, L.L.C., accompanied with a written notice from the Securities Commissioner stating that he or she takes no exception to the release of such funds to WOW Café & Wingery Franchising Account, L.L.C.

b. Upon written notice from the Securities Commissioner, the Bank shall return the deposited franchise fee to a specific franchisee.

c. The Bank shall pay funds into court or disperse or deliver them in accordance with any order of any court of competent jurisdiction.

4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee's franchise fee, and the bank will retain records containing the same information.

5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall be invested and kept invested by the Bank in obligations of the United States, or a savings account or savings accounts of the Bank, or money market funds of or available to the Bank and to which the Bank or an affiliate is investment advisor or provides other services and receives reasonable compensation for such services, Provided such money market funds are rated AAA by Standard and Poor's and AAA by Moody Investor Services, or U.S. Treasury Bills, Notes or Bonds until such funds are to be dispersed as provided in Paragraph 3 hereof.

6. The Securities Commissioner may inspect the records of the bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Securities Commissioner's discretion, statements indicating status of escrow shall be furnished by the Bank to the Securities Commissioner.

7. The Franchisor shall pay to the bank reasonable compensation for expenses incurred and services rendered by the Bank under this escrow Agreement.

8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the franchisor, the Securities Commissioner, and franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorney's fees, which

may be incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.

9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.

10. The franchisor shall give each franchisee a copy of this escrow Agreement prior to collecting any funds from that franchisee.

11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.

12. This Escrow Agreement is governed by the Laws of the State of Maryland.

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, in its proper and fully authorized officer or officers on the day and year first above written.

WITNESS:

Larry Caison

WITNESS:

Lauren Bragg

BANK AUTHORIZATION:

By: ____________________
Thelma Bowes, Branch Manager

FRANCHISOR AUTHORIZATION:

By: ____________________
J. Scott Ballard, President/CFO

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MICHIGAN

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF MICHIGAN.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF MICHIGAN AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MICHIGAN

Table of Contents

MICHIGAN DISCLOSURE NOTICE PURSUANT TO MCL 445.1508

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in the franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to the Michigan Department of the Attorney General, P.O. Box 30213, Lansing, MI, 48909, (517) 373-1140.

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MINNESOTA

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF MINNESOTA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF MINNESOTA AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

Table of Contents

ADMENDMENT TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

This Amendment shall pertain to those franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement shall be amended as follows.

1. Minn. Stat. Sec. 80.C.21 and Minn. Rule 2860.4400J prohibit WOW Cafe & Wingery Franchising Account, LLC from requiring litigation to be conducted outside of Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, WOW Cafe & Wingery Franchising Account, LLC will comply with Minnesota Statute Section 80C.14. Subd. 3 – 5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (within 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. WOW Cafe & Wingery Franchising Account, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expense arising out of any claim, suit or demand regarding the use of the name.

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

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

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

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

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

____________________________________ ____________________________________

Franchisee's Initials/ Date Franchisor's Initials/Date

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document.

ITEM 5

INITIAL FEES

Unit Franchise Fee: The initial unit franchise fee can range from $15,000 to $35,000 depending on the type of model chosen. The initial unit franchise fee is payable at the time the Franchise Unit opens for business. The initial unit franchise fee is fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by us entering into the Franchise Agreement, and for our lost or deferred opportunity to enter into the Franchise Agreement with others. The initial unit franchise fee is based on the type of model chosen.

The initial unit franchise fee is based on the type of model chosen. Please review the following table to determine your initial franchise fee:

Type of Model	Description	Initial Franchise Fee
Full Service	Full service restaurant between 1,800-3,800.square feet	$35,000.00
Quick Service Restaurant Model (“QSR Model”)	500-1,800 square feet with a common eating area and possible a common kitchen- i.e. airports, shopping malls, sports arenas	$25,000.00
Special Contracts Full Service	Full service restaurant between 1,800-3,200 square feet- i.e. Restaurant on college campus	$15,000.00

Type of Model	Description	Initial Franchise Fee
Special Contracts QSR Model	Typically 500-1,800 square feet with a common eating area and possibly a common kitchen- i.e. college food court	$15,000.00

Item 13

WOW Cafe & Wingery Franchising Account, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expense arising out of any claim, suit or demand regarding the use of the name.

Item 17

With respect to franchises governed by Minnesota law, WOW Cafe & Wingery Franchising Account, LLC will comply with Minnesota Statute Section 80C.14. Subd. 3 – 5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (within 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of Sections 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. Sec. 80.C.21 and Minn. Rule 2860.4400J prohibit WOW Cafe & Wingery Franchising Account, LLC from requiring litigation to be conducted outside of Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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

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

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

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

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF NEW YORK AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

TABLE OF CONTENTS

STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

ADMENDMENT TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Wow Café & Wingery Franchising Account, LLC Franchise Agreement agree as follows:

1. Article 13.3(iv) of the Agreement with respect to your execution of a general release shall be supplemented by the following provision:

   Provided that all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the GBL of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the nonwaiver provisions of Sections 687.4 and 687.5 of New York's GBL be satisfied.

2. Article 19.1 of the Agreement shall be supplemented to include the following provision:

   Notwithstanding the above, you shall indemnify **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC** and hold **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC** harmless from liabilities resulting from your breaches and civil wrongs only.

3. Article 13.1(i) of the Agreement shall be supplemented to include the following provision:

   In the event of such an assignment, **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC** will ascertain that its assignee, in **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC's** reasonable judgment, possesses the economic resources to fulfill **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC's** obligations to its franchisees.

4. Paragraph 25.5 of the Agreement shall be supplemented by the following provision:

   However, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law.

5. Franchisee's consent in the Franchise Agreement to **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC's** right to obtain injunctive and other relief in the event of franchisee's breach of covenants not to compete and non-disclosure covenants contemplates only **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC's** right to obtain injunctive and other relief only after the proper proofs are made and the appropriate judicial or arbitrative authority grants such relief. Nothing within said provisions shall constitute a waiver by Franchisee of Franchisee's right to defend any action.

6. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under New York law.

7) **WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC's** termination of the Franchise Agreement because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.CA. 101 et seq.)

____________________________ ____________________________

Franchisee's Initials/Date Franchisor's Initials/Date

ADDENDUM TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Section 68O through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 200.16 the Franchise Disclosure Document for Wow Cafe & Wingery Franchising Account, LLC for use in the State of New York shall be amended as follows:

1. Item 3 shall be supplemented by the following:

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 5 shall be supplemented by the following:

All franchisee fees are applied to the franchisor's general operating fund. All obligations of franchisor, whether to franchisees or otherwise, are paid out of this fund.

3. Item 4 shall be supplemented by the following:

During the 10-year period immediately before the application for registration, our chief financial officer, Jeffrey Giavotella, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on November 30, 2006, prior to obtaining employment with WOW Cafe in January 2007. In re Giavotella, No. 06-11089 (M. La. 2006). On March 13, 2007, the bankruptcy court entered a discharge.

Except as set forth herein, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after our officer or general partner held this position in the company or partnership.

4. Paragraph "j" under the section labeled "Assignment of contract by franchisor" in Item 17 shall be supplemented by the following provision:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume your obligations under the Franchise Agreement.

5. Paragraph "m" under the section labeled "Conditions for franchisor approval of transfer" in Item 17 shall be supplemented as follows with respect to your execution of a general release:

Provided, however, that all rights you enjoy and any causes of action which arise in its favor from the provisions of Article 33 of the General Business Law of the State of new York and the regulations issued thereunder remain in force; it being the intent of this proviso that the nonwaiver provisions of the GBL Sections 687.4 and 687.5 be satisfied.

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NORTH DAKOTA

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF NORTH DAKOTA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF NORTH DAKOTA AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

Table of Contents

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

Item 15 of the Franchise Disclosure Document shall be amended as follows:

INITIAL FEES

Unit Franchise Fee: The initial unit franchise fee can range from $15,000 to $35,000 depending on the type of model chosen. The initial unit franchise fee is payable when you sign the Franchise Agreement. The initial unit franchise fee is fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by us entering into the Franchise Agreement, and for our lost or deferred opportunity to enter into the Franchise Agreement with others. The initial unit franchise fee is based on the type of model chosen.

The initial unit franchise fee is based on the type of model chosen. Please review the following table to determine your initial franchise fee:

Type of Model	Description	Initial Franchise Fee
Full Service	Full service restaurant between 1,800-3,800.square feet	$35,000.00
Quick Service Restaurant Model ("QSR Model")	500-1,800 square feet with a common eating area and possible a common kitchen- i.e. airports, shopping malls, sports arenas	$25,000.00
Special Contracts Full Service	Full service restaurant between 1,800-3,200 square feet- i.e. Restaurant on college campus	$15,000.00
Special Contracts QSR Model	Typically 500-1,800 square feet with a common eating area and possibly a common kitchen- i.e. college food court	$15,000.00

The Initial Fee shall be paid to the Franchisor within ten (10) calendar days of the Unit opening for business. The Initial Fee shall be deemed fully earned by Franchisor upon the completion of all pre-opening obligations by Franchisor and the Unit opening for business. The Franchisee shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances.

Item 17 of the Franchise Disclosure Document shall be Amended as follows:

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement ("FA"). You should read these provisions in the Franchise Agreement which is attached to this Disclosure Document.

Provision	Section in FA Agreement	Summary
a. Length of the franchise term	FA: Article 14.1	10 years from date Business opens.
b. Renewal or extension of the term	FA: Article 14.1	Four (4) additional terms of 5 years each. Note: You must sign our then-current franchise agreement for the renewal term and this new agreement may have different terms and conditions (including higher royalty and/or advertising fees) from the agreement that covered your original term.
c. intentionally left blank		.

Provision	Section in FA Agreement	Summary
d. Termination by franchisee	None	Not applicable
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	FA: Article 14	WOW Cafe can terminate only if you default.

Provision	Section in FA Agreement	Summary
g. “Cause” defined – curable defaults	FA: Article 14.3	Curable defaults: you have 10 days after WOW Cafe’s written notice to cure: failure, refusal or neglect to promptly pay any monies owed to WOW Cafe; failure to submit financial or other information as required to WOW Cafe; failure to maintain standards specified by WOW Cafe or manuals; failure, refusal or neglect to obtain required prior written approval or consent; misuse or unauthorized use of Proprietary Marks or other impairment of the goodwill associated therewith or WOW Cafe’s rights therein; commencement or conducting of other business operation, marketing of other products, under a name or mark which, in WOW Cafe’s reasonable opinion, is confusingly similar to Proprietary Marks; default, without cure after the applicable grace period, under any lease, sublease, sub-sublease, mortgage or deed of trust covering the location; failure to procure or maintain the required insurance; default in the performance of any term, condition or obligation in payment of indebtedness to landlord or sublandlord, distributors or suppliers or others arising out of the purchase of inventory, supplies or purchase of lease of equipment and if any such default is not cured within 30 days after written notice from WOW Cafe.

Provision	Section in FA Agreement	Summary
h. “Cause” defined – non-curable defaults	FA: Article 14.2	Non-curable defaults: You knowingly or intentionally maintain false books or records, or submit any false report or payment to WOW Cafe; your conduct is so contrary to the agreement and the Manuals as to constitute an imminent danger to the public health or selling regularly unauthorized products to the public after notice of default and continuing to sell such products whether or not you have cured the default after one or more notices; the conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of WOW Cafe, to have an adverse effect on the System, Proprietary Marks or the goodwill associated with WOW Cafe’s interest in each of them by you, or your controlling or operating shareholders or members if you are a limited liability company; intentional disclosure or use of the contents of the Manuals, trade secrets or confidential or proprietary information, excluding acts of independent employees or others not under your control; repeatedly committing defaults under any provisions of this Agreement 5 or more occasions in any 12 month period, or 10 or more occasions in any consecutive 24 month period, even if you cured each such prior default, and even if you would otherwise be given an opportunity to cure the current default; ceasing to operate or otherwise abandoning your business without consent or, upon destruction of your business, failure to rebuild and resume operation within a reasonable time, unless excused in Agreement.

Provision	Section in FA Agreement	Summary
i. Franchisee’s obligations on termination/non-renewal	FA: Article 15	Obligations include immediately ceasing to operate your Business; discontinue use of Proprietary Marks; return Manuals, other materials and confidential information; assign telephone numbers if requested; payment of amounts due; assign lease if requested; de-identify Business; maintain confidentiality of information; payment of Early Termination Fee if franchisee ceases to operate or otherwise abandons its WOW Cafe Business before the franchise agreement expires without franchisor’s prior written consent
j. Assignment of contract by franchisor	FA: Article 13.1	No restriction on Franchisor’s right to assign.
k. “Transfer” by franchisee – defined	FA: Article 13.1	Includes transfer of contract, assets or ownership interest.
l. Franchisor approval of transfer franchisee	FA: Article 13.1	WOW Cafe has the right to approve all transfers, except a transfer to an heir or beneficiary after your death or mental incapacity, but will not unreasonably withhold approval as long as certain conditions are satisfied.

Provision	Section in FA Agreement	Summary
m. Conditions for franchisor approval of transfer	FA: Articles 13.1 and 13.2	You may transfer your interest to a corporation or other legal entity as long as you retain ownership of a majority of the total voting power; you may transfer to a third party if: WOW Cafe does not exercise its right of first refusal; 5 days prior to each direct or indirect transfer of an interest in this Agreement or in you, or upon WOW Cafe's request, furnish WOW Cafe with an estoppel agreement indicating any and all causes of action, if any, that you may have against WOW Cafe or if none exist and a list of all shareholders or partners having an interest in this Agreement or in your business, the percentage interest of each shareholder or partner, and a list of all officers and directors; you are not in default; all of your then-due monetary obligations have been paid in full and other obligations met; you and your shareholders or members have executed a general release under seal of any and all claims against WOW Cafe; you satisfy all WOW Cafe's then-current requirements for new Franchisees or holders of an interest in a franchise; you have assumed the Agreement in a written assumption agreement approved by WOW Cafe, or have agreed to at closing; you, your manager or other employees responsible for the operation of the franchise have satisfactorily completed WOW Cafe's training program; you execute other documents as WOW Cafe may require, including franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	FA: Article 13.2	WOW Cafe can match any offer for your Business less 5%.

o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	FA: Article 10	Your estate may transfer your interest to your heirs or beneficiaries, or a third party approved by WOW Cafe.
q. Non-competition covenants during the term of the franchise	FA: Articles 10 and 11	No involvement in similar business anywhere; cannot divert business to a competitor; you shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial or operational position who is at the time or was at any time during the prior 6 months employed by WOW Cafe, without WOW Cafe's prior written consent.

r. Non-competition covenants after the franchise is terminated or expires	FA: Article 10	No involvement in similar business for 24 months at a site within a radius of 50 miles of any of your former businesses or within 20 miles of any other WOW Cafe business or Distribution Point then existing, unless WOW Cafe gives its prior written consent; no competing with or soliciting customers of WOW Cafe or other Business location. Any such covenant under this section may not be enforceable and shall be subject to Section 51-19-09 of the North Dakota Franchise Investment Law and shall only be enforceable to the extent allowable under the law. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
s. Modification of the agreement	FA: Article 22	No modifications generally but standards, specifications, Manuals, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t. Integration/merger clause	FA: Article 22	Only the terms of your Franchise Agreement and other related agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. .
u. Dispute resolution by arbitration or mediation	FA: Article 20	You and WOW Cafe resolve disputes or disagreements in a non-judicial alternative dispute resolution format through arbitration. The site of arbitration or mediation shall be agreeable to all parties and may not be remove from the franchisee’s place of business.

v. intentionally left blank		
w. intentionally left blank		

Sections of the Franchise Disclosure Document and Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to consent to a limitation of claims may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to pay all costs and expenses incurred by the franchisor in enforcing the agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

ADMENDMENT TO
WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, Section 51-19-09, the parties to the attached Wow Café & Wingery Franchising Account, LLC Franchise Agreement agree as follows:

Section 1.1 shall be amended to read as follows:

1.1. GRANT.

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the non-refundable sum of THIRTY FIVE THOUSAND DOLLARS and NO/100 ($35,000.00) (the "Initial Fee"). In exchange, Franchisor hereby awards Franchisee the right to open and operate, under the terms of this Agreement, one System Restaurant specializing in selling high quality limited and specific food items as specified by Franchisor in Franchisor's Operations Manual, or subsequently added in accordance with Operations Manual amendments. The Initial Fee shall be deemed fully earned by Franchisor upon the completion of all pre-opening obligations by Franchisor and Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances. If Franchisee is a business entity, each individual holding in excess of 15% of the total voting power of Franchisee's ownership interest (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in Franchisee) must execute the Guarantee Agreement and Confidentiality Agreement attached as Attachment A and Attachment B respectively.

The Initial Fee shall be paid to the Franchisor within ten (10) calendar days of the Unit opening for business. The Initial Fee shall be deemed fully earned by Franchisor upon the completion of all pre-opening obligations by Franchisor and the Unit opening for business. The Franchisee shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances.

Section 14.1 shall be amended to read as follows:

14.1. TERM.

(i) Provided Franchisee is not in default of the terms and conditions contained in its Location lease and this Agreement, this Agreement shall continue for a period of ten (10) years.

(ii) Franchisee may renew the rights granted by this Agreement for 4 additional terms of five years each, subject to the following conditions:

(a) Franchisee gives Franchisor written notice of Franchisee's election to renew not less than six and not more than 24 months before the end of the then current term;

(b) Franchisee is not in default of any provision of this Agreement or any amendments to this Agreement, the Location lease, the Manuals or any monetary obligation owed to Franchisor; and

(c) At Franchisor's request, Franchisee shall undertake and complete the reasonable renovation or modernization of its System Restaurant.

Article 10 shall be supplemented as follows:

Section 10.4. Such covenants as those contained in Article 10 of the Agreement may be subject to Section 9-08-06 of the North Dakota Century Code and, in the event these covenants are found to be unfair, unjust, or inequitable within the intent of Section 51-19-09 shall be amended to be enforceable only to the extent permitted under the law.

Section 20.2 shall be amended to read as follows:

20.2. Accordingly, except as otherwise provided in this Agreement, in the event of any dispute or disagreement between Franchisor and Franchisee with respect to any issue arising out of or relating to this Agreement, the negotiations or dealings leading up to it, its breach, its interpretation or any other disagreement between Franchisee and Franchisor, such dispute or disagreement shall be resolved by arbitration within the jurisdiction, as set forth in Exhibit J of the Franchise Disclosure Document. In the event of any dispute or disagreement, Franchisee and Franchisor both agree to submit the dispute to arbitration in accordance with the least expensive procedure of the American Arbitration Association ("AAA"), and the application for such arbitration shall be filed in the AAA's office in Dallas, Texas. Franchisor and Franchisee agree that the hearing(s) shall be held in a location mutually agreed upon by the parties and not remote from Franchisee's principal place of business, before a panel of three (3) arbitrators. This paragraph shall not apply to any monetary defaults of Franchisee, including Franchisee's obligation to pay franchise and advertising fees to Franchisor, as to which Franchisor shall be free to utilize any right or remedy it may have at law or equity.

Section 20.4 shall be amended to read as follows:

20.4. Except as otherwise provided, each party shall bear its own attorney's fees, expert witness fees, and other court costs incurred in connection with any legal action or arbitration between Franchisor and Franchisee. This agreement shall be strictly construed in the arbitration hearing. In no event can the material provisions of this Agreement including, but not limited to the method of operation, Authorized Product line or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be modified or changed by the arbitrator at the arbitration hearing.

Section 20.5 shall be amended to read as follows:

20.5. Intentionally left blank.

Section 20.6 shall be amended to read as follows:

20.6. Except for injunctive relief (including temporary restraining orders, preliminary injunctions and injunctions or similar relief which must be brought in an appropriate local forum), the parties agree that any action brought by either party against the other in any court, shall be brought in the judicial district court for the jurisdiction where Franchisee maintains its principal place of business or the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana . Franchisee agrees that mailing to its last known address by certified mail of any process shall constitute lawful and valid process. Notwithstanding the foregoing, if the laws of the state where Franchisee's System Restaurant is located requires jurisdiction of the courts of that state or control by the laws of that state, then this Agreement shall be deemed modified to comply with the applicable laws thereto.

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF VIRGINIA

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF VIRGINIA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF VIRGINIA AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF VIRGINIA

Table of Contents

AMENDMENT TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF VIRGINIA

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or any other laws of Virginia, that provision may not be enforceable.

Section 13.1-564 of the Virginia Retail Franchising Act, which may supersede the franchise agreement in your relationship with the franchisor regarding the area of cross default terminations (Franchise Agreement Section 22.4). There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the area of cross default terminations.

In the event of a conflict of laws, the provisions of the Virginia Retail Franchising Act, Section 13.1-564 shall prevail.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _______ day of ____________, 20____.

Franchisor: WOW Cafe & Wingery Franchising Account, L.L.C.

By:_________________________________
Print Name:__________________________
Title: _______________________________
Date: _______________________________

Franchisee:

By:_________________________________
Print Name:__________________________
Title: _______________________________
Date: _______________________________

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

Item 2.

BUSINESS EXPERIENCE

Owner: Paul Ballard

Since July of 1995, Paul Ballard has been the owner and manager of Rainbrew, LLC in the New Orleans area. Since June of 1999, Mr. Ballard has also owned and managed City Blend, LLC in the New Orleans area. From December of 2001 to August of 2003, Mr. Ballard owned, managed and served as President of Wingery, LLC in the New Orleans area. Since August of 2003 Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC

Owner: Scott Ballard

From August of 1997 to May of 2002, Scott Ballard served as the President and CEO of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From April of 2002 until August of 2003, Mr. Ballard was the Executive Vice President of Business Development and Finance of Wingery, LLC. Since August of 2003, Mr. Ballard has served as the Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC in Covington, Louisiana.

Owner: Steven Ballard

From December of 1997 to May of 2002, Steven Ballard served as the Vice President of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From May of 2002 until August of 2003, Mr. Ballard was the Chief Operations Officer for Wingery, LLC. Since August of 2003, Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC.

Executive Vice President & Chief Development Officer: Peter J. Boylan III

From May of 1995 to May of 2005, Peter Boylan III served as the Director of National Accounts for Coca-Cola Company. From May of 2005 to July of 2008, Mr. Boylan worked for Enterprise Media Networks as their Vice President of Sales. From August of 2008 to March of 2011, Mr. Boylan served as Executive Vice President of Sales & Marketing for NTN Communications. From April of 2011 to October of 2011, Mr. Boylan worked for Delphi Digital as their Vice President of Business Development. Since April of 2010, Mr. Boylan has served on the Board of Advisors for WOW Café & Wingery Franchising Account, LLC & New Orleans Roast, LLC; a position he currently holds. As of October of 2011, Mr. Boylan joined WOW Café & Wingery Franchising Account, LLC as the Executive Vice President and Chief Development Officer.

Chief Financial Officer: Jeffery Giavotella

From 1996 to 2003 Mr. Giavotella held various executive roles at Lifeguard International in Pensacola, Florida, an Air and Ground Ambulance Service, including Director of Marketing, Director of Finance, and later in his tenure, Vice President and Partner. From 2003 to 2007, Mr. Giavotella invested, owned, and operated various restaurant franchise concepts in Baton Rouge, Louisiana. In January of 2007, Mr. Giavotella joined WOW Cafe & Wingery in Covington, Louisiana, as the Vice President of Finance and Technology. As of July of 2010, Mr. Giavotella was promoted to Chief Financial Officer.

Director of Marketing: Reid Nolte

From January of 2003 until January of 2006, Reid Nolte was a marketing and real estate analyst for Marrano Marc Equity in West Seneca, New York. From September of 2005 until December of 2005, Mr. Nolte served as a Marketing Manager and coordinator for RMI Promotions in Williamsville, New York. From January of 2007 until May of 2008, Mr. Nolte has served as WOW Cafe & Wingery's Marketing Assistant. Mr. Nolte currently serves as the Director of Marketing of WOW Cafe & Wingery, a position he has held since 2008. Mr. Nolte also serves as Director of Marketing of New Orleans Brew, LLC, a position he has held since June of 2008. Mr. Nolte serves in his present capacities in Covington, Louisiana.

Vice President of Operations: Patrick Shaheen

From August of 1996 to July of 2000, Mr. Shaheen served as Operations Consultant for Smoothie King Franchises in Kenner, Louisiana. In August of 2000, Mr. Shaheen was promoted to Sr. Operations Consultant for Smoothie King Franchises, a position he held until June of 2002. From July of 2002 to April of 2004, Mr. Shaheen served as Regional Director of Operations for Raving Brands in Atlanta, Georgia, under the Planet Smoothie Brand. From April of 2004 to January of 2006, Mr. Shaheen served as Business Development Manager for Reily Foods, in New Orleans, Louisiana, under the national Evamor Water Brand. From January of 2006 to August of 2008, Mr. Shaheen served as the Director of Operations for WOW Cafe & Wingery in Covington, Louisiana. Mr. Shaheen currently serves as Vice President of Operations for WOW Cafe & Wingery and New Orleans Brew, LLC in Covington, LA, positions he has held since August of 2008.

Director of Franchise Development: Ryan J. Stansbury, CFE

Prior to joining WOW Cafe & Wingery in May of 2010, Mr. Stansbury worked for Planet Beach Franchising Corporation ("PBFC") in Marrero, Louisiana. From August of 2001 to July of 2004, Mr. Stansbury was a Franchise Licensing Representative for PBFC. From July of 2004 to May of 2008, Mr. Stansbury oversaw the Design & Construction Department of PBFC. In May of 2008, Mr. Stansbury became Director of Location Development for PBFC. Currently, Mr. Stansbury serves as the Franchise Development Director for WOW Cafe & Wingery in Covington, Louisiana. Mr. Stansbury received the Certified Franchise Executive designation from the International Franchise Association.

Area Developer: East Cost Wings, Inc.
East Coast Wings, Inc. acts as the Area Developer for the territory containing the State of Maryland. East Coast Wings, Inc., is an area representative for WOW Café & Wingery and Franchising Account, LLC and cannot enter into any franchise agreement on its own. Franchise Agreements may only be granted by WOW Café and Wingery and Franchising Account, LLC. East Coast Wings has acted as area representative for WOW Café and Wingery and Franchising Account, LLC in the State of Maryland since July 24, 2007.

Item 5

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WASHINGTON

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF WASHINGTON.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF WASHINGTON AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

Table of Contents

AMENDMENT TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitration, or as determined by the arbitrator.

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

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

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

The State of Washington has imposed an escrow requirement of the initial franchise fee that is paid to Wow Cafe & Wingery Franchising Account, LLC. In Lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

Section 1.1 of the Franchise Agreement shall be amended to read as follows:

1.1. GRANT.

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the non-refundable sum of THIRTY FIVE THOUSAND DOLLARS and NO/100 ($35,000.00) (the "Initial Fee"). In exchange, Franchisor hereby awards Franchisee the right to open and operate, under the terms of this Agreement, one System Restaurant specializing in selling high quality limited and specific food items as specified by Franchisor in Franchisor's Operations Manual, or subsequently added in accordance with Operations Manual amendments. The Initial Fee shall be deemed fully earned by Franchisor upon the completion of all preopening obligations by Franchisor and

Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances. If Franchisee is a business entity, each individual holding in excess of 15% of the total voting power of Franchisee's ownership interest (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in Franchisee) must execute the Guarantee Agreement and Confidentiality Agreement attached as Attachment A and Attachment B respectively.

The Initial Fee shall be paid to the Franchisor within ten (10) calendar days of a) Franchisee completing training and 2) the Unit opening for business. The Franchisee shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances.

The undersigned does hereby acknowledge receipt of this addendum.

____________________________	____________________________
Franchisee's Initials/Date	Franchisor's Initials/Date

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

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 of 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 H 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 LITIGATION/ARBITRATION/MEDIATION ONLY IN LOUISIANA. OUT OF STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE/ARBITRATE/MEDIATE WITH US IN LOUISIANA THAN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA 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. THE FRANCHISE AGREEMENT DOES NOT PROVIDE THE FRANCHISEE WITH AN EXCLUSIVE TERRITORY.

4. WE MAY ESTABLISH WOW CAFE RESTAURANTS AND OTHER FOOD SERVICE FACILITIES IN MALLS, STADIUMS, SCHOOLS, AIRPORTS, MILITARY BASES, ETC. WITHIN YOUR PROTECTED TERRITORY AND 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 YOU.

5. UPON EARLY TERMINATION OF THE FRANCHISE AGREEMENT, YOU MUST PAY US AN EARLY TERMINATION FEE BASED ON THE AVERAGE MONTHLY ROYALTY AND MARKETING FEE OBLIGATIONS FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT.

6. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.

7. THERE MAY BE OTHER RISKS CONCERING 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 this franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration to appear on the following page.

ADDENDUM TO WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

For franchises and franchisees subject to the Virginia Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case maybe the corresponding disclosures in the main body of the text of the WOW Cafe & Wingery Franchising Account, LLC Franchise Disclosure Document:

Item 2.

BUSINESS EXPERIENCE

Owner: Paul Ballard

Since July of 1995, Paul Ballard has been the owner and manager of Rainbrew, LLC in the New Orleans area. Since June of 1999, Mr. Ballard has also owned and managed City Blend, LLC in the New Orleans area. From December of 2001 to August of 2003, Mr. Ballard owned, managed and served as President of Wingery, LLC in the New Orleans area. Since August of 2003 Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC

Owner: Scott Ballard

From August of 1997 to May of 2002, Scott Ballard served as the President and CEO of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From April of 2002 until August of 2003, Mr. Ballard was the Executive Vice President of Business Development and Finance of Wingery, LLC. Since August of 2003, Mr. Ballard has served as the Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC in Covington, Louisiana.

Owner: Steven Ballard

From December of 1997 to May of 2002, Steven Ballard served as the Vice President of Ballard Blend LLC and Royal Blend LLC in the New Orleans area and in North Carolina. From May of 2002 until August of 2003, Mr. Ballard was the Chief Operations Officer for Wingery, LLC. Since August of 2003, Mr. Ballard has served as Owner of WOW Cafe & Wingery Franchising Account, LLC. Since June of 2008, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, LLC.

Executive Vice President & Chief Development Officer: Peter J. Boylan III

From May of 1995 to May of 2005, Peter Boylan III served as the Director of National Accounts for Coca-Cola Company. From May of 2005 to July of 2008, Mr. Boylan worked for Enterprise Media Networks as their Vice President of Sales. From August of 2008 to March of 2011, Mr. Boylan served as Executive Vice President of Sales & Marketing for NTN Communications. From April of 2011 to October of 2011, Mr. Boylan worked for Delphi Digital as their Vice President of Business Development.

Since April of 2010, Mr. Boylan has served on the Board of Advisors for WOW Café & Wingery Franchising Account, LLC & New Orleans Roast, LLC; a position he currently holds. As of October of 2011, Mr. Boylan joined WOW Café & Wingery Franchising Account, LLC as the Executive Vice President and Chief Development Officer.

Chief Financial Officer: Jeffery Giavotella

From 1996 to 2003 Mr. Giavotella held various executive roles at Lifeguard International in Pensacola, Florida, an Air and Ground Ambulance Service, including Director of Marketing, Director of Finance, and later in his tenure, Vice President and Partner. From 2003 to 2007, Mr. Giavotella invested, owned, and operated various restaurant franchise concepts in Baton Rouge, Louisiana. In January of 2007, Mr. Giavotella joined WOW Cafe & Wingery in Covington, Louisiana, as the Vice President of Finance and Technology. As of July of 2010, Mr. Giavotella was promoted to Chief Financial Officer.

Director of Marketing: Reid Nolte

From January of 2003 until January of 2006, Reid Nolte was a marketing and real estate analyst for Marrano Marc Equity in West Seneca, New York. From September of 2005 until December of 2005, Mr. Nolte served as a Marketing Manager and coordinator for RMI Promotions in Williamsville, New York. From January of 2007 until May of 2008, Mr. Nolte has served as WOW Cafe & Wingery's Marketing Assistant. Mr. Nolte currently serves as the Director of Marketing of WOW Cafe & Wingery, a position he has held since 2008. Mr. Nolte also serves as Director of Marketing of New Orleans Brew, LLC, a position he has held since June of 2008. Mr. Nolte serves in his present capacities in Covington, Louisiana.

Vice President of Operations: Patrick Shaheen

From August of 1996 to July of 2000, Mr. Shaheen served as Operations Consultant for Smoothie King Franchises in Kenner, Louisiana. In August of 2000, Mr. Shaheen was promoted to Sr. Operations Consultant for Smoothie King Franchises, a position he held until June of 2002. From July of 2002 to April of 2004, Mr. Shaheen served as Regional Director of Operations for Raving Brands in Atlanta, Georgia, under the Planet Smoothie Brand. From April of 2004 to January of 2006, Mr. Shaheen served as Business Development Manager for Reily Foods, in New Orleans, Louisiana, under the national Evamor Water Brand. From January of 2006 to August of 2008, Mr. Shaheen served as the Director of Operations for WOW Cafe & Wingery in Covington, Louisiana. Mr. Shaheen currently serves as Vice President of Operations for WOW Cafe & Wingery and New Orleans Brew, LLC in Covington, LA, positions he has held since August of 2008.

Director of Franchise Development: Ryan J. Stansbury, CFE

Prior to joining WOW Cafe & Wingery in May of 2010, Mr. Stansbury worked for Planet Beach Franchising Corporation ("PBFC") in Marrero, Louisiana. From August of 2001 to July of 2004, Mr. Stansbury was a Franchise Licensing Representative for PBFC. From July of 2004 to May of 2008, Mr. Stansbury oversaw the Design & Construction Department of PBFC. In May of 2008, Mr. Stansbury became Director of Location Development for PBFC. Currently, Mr. Stansbury serves as the Franchise Development Director for WOW Cafe & Wingery in Covington, Louisiana. Mr. Stansbury received the Certified Franchise Executive designation from the International Franchise Association.

Area Developer: East Cost Wings, Inc.

East Coast Wings, Inc. acts as the Area Developer for the territory containing the State of Maryland. East Coast Wings, Inc., is an area representative for WOW Café & Wingery and Franchising Account, LLC and cannot enter into any franchise agreement on its own. Franchise Agreements may only be granted by WOW Café and Wingery and Franchising Account, LLC. East Coast Wings has acted as area representative for WOW Café and Wingery and Franchising Account, LLC in the State of Maryland since July 24, 2007.

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WISCONSIN

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE COMMISSION AND THE STATE OF WISCONSIN.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE STATE OF WISCONSIN
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

****

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

WOW CAFE & WINGERY FRANCHISING ACCOUNT, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

Table of Contents

AMENDMENT TO WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC FRANCHISE AGREEMENT
<u>REQUIRED BY THE STATE OF WISCONSIN</u>

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement to be contrary, the Agreement shall be amended as follows:

Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

___________________________	___________________________
Franchisee's Initials/Date	Franchisor's Initials/Date

ADDENDUM TO WOW CAFÉ & WINGERY FRANCHISING ACCOUNT, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

For franchises and Franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Wow Cafe & Wingery Franchising Account, LLC's Wisconsin Franchise Disclosure Document.

Item 17

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

EXHIBIT K

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, WOW Cafe & Wingery Franchising Account, LLC (“Franchisor”, “WOW Cafe”, “we”, “us” or “our”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the establishment and operation of a WOW Cafe & Wingery franchise (the “Franchised Business”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“Broker”) that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

Any acknowledgement or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _______________, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____

____

5. Have you received and personally reviewed the Franchisor's Disclosure Document, including all attached exhibits, that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? ____
____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

____
____
____
____

I signed the Franchise Agreement and Addendum (if any) on _______________, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write “None”.

____
____
____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the “Executive Order”) prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the “Anti-Terrorism Measures”). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Sign here if you are taking the franchise as an INDIVIDUAL

____
Signature

Print Name_______________________________

____
Signature

Print Name_______________________________

____
Signature

Print Name_______________________________

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

____
Print Name of Legal Entity

By:___________________________________
Signature

Print Name_______________________________

Title___________________________________

EXHIBIT L

GENERAL RELEASE AGREEMENT

This General Release is entered into this _____ day of _______________, 20____ by and between WOW Cafe & Wingery Franchising Account, L.L.C., a Louisiana limited liability company ("Franchisor"), and ____________________________, a _______________________ ("Franchisee"), pursuant to the Franchise Agreement dated _______________ between such parties.

Franchisee hereby acquits, releases, exonerates, covenants not to sue, and forever discharges Franchisor of and from any and all past, present, and future claims, demands, losses, causes of action, damages, costs, rights of reimbursement, loss of earnings, loss of services, and compensation whatsoever, which Franchisee now has or may hereinafter accrue on account of or in any way growing out of the Franchise Agreement or any association, relationship or rights relating thereto of resulting therefrom.

This General Release also applies to, and shall inure to the benefit of, Franchisor's past, present, and future directors, officers, shareholders, parent companies, agents, servants, employees, insurers, subcontractors, subsidiaries, affiliates, partners, predecessors, successors, assigns, heirs, executors, administrators, attorneys, and all other firms or corporations which any of the former have been, are now or may hereafter be affiliated. This General Release is also binding upon Franchisee's respective heirs, executors, administrators, successors, assigns, and subrogees.

Franchisee agrees to assume full and sole responsibility for the payment and satisfaction of any and all past, present, and future claims, liens and subrogation rights made or asserted by any third party (including, but not limited to, governmental agencies). Franchisee further agrees to indemnify, protect, defend, and save harmless Franchisor from all claims, liens and subrogation rights made or asserted by any third party. It is Franchisee's express intent that this General Release completely releases and discharges Franchisor from all liability in connection with or arising out of the Franchise Agreement or any association, relationship or rights relating thereto or resulting therefrom, including, but not limited to, liability to any person, entity, or party for contribution, indemnity, or subrogation.

Franchisee represents and warrants that no other person or entity has, or has had, an interest in any claim Franchisee may have against Franchisor, other than those specifically identified and released herein, and that no other relative(s) of Franchisee is entitled to recovery against Franchisor under any theory of recovery.

{Signatures begin on next page}

IN WITNESS WHEREOF, Franchisee has executed this General Release in the State of ______________________ as of the _____ day of ________________, 20_____.

FRANCHISEE(S):

By: ____________________________________

Date: ___________________________________

By: ____________________________________

Date: ___________________________________

FRANCHISOR: WOW CAFE & WINGERY FRANCHSING ACCOUNT, LLC

By: ____________________________________

Name: _________________________________

Title: __________________________________

Date:___________________________________

EXHIBIT M

WOW CAFÉ CONTINGENT ASSIGNMENT OF LEASE

This Contingent Assignment of Lease ("Agreement") is made and entered into as of the date set forth below by and among the following parties:

LESSOR:__________________________ LESSEE: __________________________
__________________________ __________________________
__________________________ __________________________

FRANCHISOR: WOW Café & Wingery Franchising Account, L.L.C. ("WOW Cafe")
180 New Camellia Boulevard, Suite 100
Covington, LA 70433

RECITALS

WHEREAS, under the terms of the lease agreement entered into or intended to be entered into between Lessor and Lessee, ("Lease Agreement"), Lessor has agreed to lease to Lessee certain premises (the "Premises") and Wow Cafe has accepted the Premises as a suitable location for Lessee's WOW Cafe Unit, subject to the terms and conditions set forth herein, located at the following street address:

____
____

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, including the acceptance by WOW Cafe of the Premises as a location for a WOW Cafe Unit, the parties hereby agree as follows:

1. <u>Notices</u>. Lessor agrees to furnish WOW Cafe with copies of any and all letters and notices to Lessee pertaining to any default by Lessee under the Lease at the same time and in the same manner as any such notice is sent to Lessee. Lessee agrees to furnish WOW Cafe prompt written notice of any and all amendments, waivers, extensions, renewals or other modifications to the Lease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties.

2. <u>Assignment</u>. In the event of termination or expiration of the Franchise Agreement or Lessee's default under the Lease, Lessee shall, at WOW Café's option, assign to WOW Cafe any and all interest of Lessee in the Lease, including any rights to renew the Lease or to sublease the Premises; and Lessor hereby consents to such assignment, subject to the following conditions:

(a) WOW Café shall notify Lessee and Lessor in writing (the "Election Notice") within thirty-five (35) days after termination or expiration of the Franchise Agreement, or WOW Cafe's receipt of any notice of default by Lessee under the Lease, if WOW Cafe elects to accept assignment of the Lease. Upon receipt of an Election Notice by Lessee and Lessor, WOW Cafe shall have the right as between Lessee and WOW Cafe to the Premises. Upon receipt of an Election Notice by Lessee from WOW Cafe, Lessee hereby grants, assigns, transfers and sets over to WOW Cafe all rights, title and interest in and to the Lease Agreement and the Premises leased thereunder and hereby abandons any existing leasehold improvements. WOW Café's failure to accept assignment of the Lease upon any default of Lessee under the Lease which has been subsequently cured by Lessee shall not be deemed a waiver of WOW Café's future right to accept such assignment in the event of any future default of Lessee;

(b) Lessee agrees to take any and all actions necessary under the Lease Agreement to effectuate assignment of the Lease Agreement to WOW Cafe;

(c) Lessor agrees to the assignment of the Lease Agreement from Lessee to WOW Cafe upon Lessor's receipt of an Election Notice and agrees to take any and all present and/or future action reasonably necessary to assist WOW Cafe, when and as requested, in effecting the assignment of the lease to WOW Cafe; provided, however, that Lessor shall not be required to bear any expense thereof;

(d) If WOW Cafe elects to accept assignment of the Lease, WOW Cafe shall take possession of the Premises as soon as reasonably possible, but no later than thirty (30) days after receipt of the Election Notice by Lessor, and WOW Cafe shall commence payment of rent and other customary and reasonable charges under the Lease as of the date of receipt of the Election Notice by Lessor;

(e) If WOW Café elects to accept assignment of the Lease, it shall commence payment of rent and any other charges due under the Lease retroactive to date of the giving of election notice. If, at the time Landlord receives the election notice hereunder, there are any past due rents or other charges under the Lease, WOW Café shall only be obliged to pay to Landlord the sum of one (1) months rent and other charges in order to accept assignment of the Lease. Upon accepting same, Landlord shall be estopped and precluded from holding WOW Café responsible for any past defaults of Tenant under the lease that predate Landlord's receipt of the election notice pursuant to this contingent assignment.

(f) Nothing herein shall affect Lessor's right to require Lessee to remain liable as a guarantor for the remaining term of the Lease, to recover from Lessee any and all amounts due under the Lease or to exercise any rights of Lessor against Lessee as provided under the Lease.

3. Assignment to Third Party. At any time after receipt of the Election Notice by Lessor, WOW Cafe may request to assign its lease, or sublease the Premises, to a third party franchisee of WOW Cafe for the purpose of continuing to operate the WOW Cafe business at the Premises. Lessor agrees not to unreasonably withhold its consent to any such assignment or sublease and any such request shall be in accordance with the terms of the lease relating to assignment/sublease.

4. Entry by WOW Cafe. Lessee acknowledges that Lessee has agreed under the Franchise Agreement that WOW Cafe and its employees or agents shall have the right to enter the WOW Cafe Unit operated by Lessee at the Premises at any reasonable time for the purpose of conducting inspections, protecting WOW Café's proprietary marks, and correcting deficiencies of Lessee. Lessor and Lessee hereby agree not to interfere with or prevent such entry by WOW Cafe, its employees or agents.

5. De-Identification. Lessee acknowledges that in the event the Franchise Agreement expires or is terminated, Lessee is obligated under the Franchise Agreement to take certain steps to de-identify the

location as a WOW Café Unit operated by Lessee. Lessor agrees to cooperate with WOW Cafe in allowing WOW Cafe to de-identify the Premises, including allowing WOW Cafe, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of WOW Cafe; provided, however, that Lessor shall not be required to bear any expense thereof. Lessee agrees that if Lessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, WOW Cafe may cause all required de-identification to be completed at Lessee's expense.

6. General Provisions.

(a) This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations herein contained shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land or building. Any party hereto may record this agreement or a memorandum hereof.

(b) Any party hereto may seek equitable relief, including without limitation injunctive relief or specific performance, for actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for under law or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation.

(c) This Agreement is directed to a specific Lease Agreement set forth herein but the Lessee, Lessor and WOW Cafe agree that this Agreement is applicable to any extensions, renewals or other options of Lessee with respect to the Lease Agreement and the Premises, as well as being applicable to any subsequent lease agreements between Lessee and Lessor concerning the WOW Cafe Unit with respect to the Premises.

(d) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Lessee and WOW Cafe. Nothing herein shall be deemed to constitute a guaranty or endorsement by WOW Cafe of the terms and conditions of the Lease between Lessor and Lessee. In the event that WOW Cafe, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Lessor nor Lessee shall have any claims against WOW Cafe. No terms or conditions contained in the Lease shall be binding on WOW Café unless and until it elects to accept assignment of the Lease hereunder.

(e) In the event that the terms and conditions of this Agreement conflict with those terms and conditions set forth in the Lease between Lessor and Lessee, this Agreement shall prevail.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _______________ day of _________________________________, 20__.

WITNESSES:	LESSOR:
____________________________________	BY:_________________________________ Print Name:___________________________ Date:_________________________________
___________________________________	
	LESSEE:
____________________________________	BY:_________________________________ Print Name:___________________________ Date:_________________________________
___________________________________	
	FRANCHISOR: WOW Café & Wingery Franchising Account, L.L.C.
____________________________________	BY:_________________________________ Print Name:___________________________ Date:_________________________________
___________________________________	

EXHIBIT N

ITEM 23

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If WOW Cafe & Wingery Franchising Account, LLC offers you a franchise, WOW Cafe & Wingery Franchising Account, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement or make payment with the franchisor or an affiliate in connection with the proposed franchise sale. [However, certain state laws require WOW Cafe & Wingery Franchising Account, LLC to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.]

If WOW Cafe & Wingery Franchising Account, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit H.

The franchisor is WOW Café & Wingery Franchising Account, LLC, located at 180 New Camellia Blvd., Suite 100, Covington, LA 70433. Its telephone number is 985-792-5776

The following individuals are franchise sellers offering the franchise:
Ryan J. Stansbury, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
John Scott Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Steven Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Paul Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Peter Boylan III, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
David Mesa Jr., 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776

The issuance date of this Franchise Disclosure Document is April 1, 2017.

We authorize the respective agencies identified in Exhibit E to receive service of process for us in the particular states.

I received a Disclosure Document dated April 1, 2017 that included the following Exhibits:

EXHIBITS

A. Franchise Agreement
B. Confidentiality and Nondisclosure Agreement
C. Guaranty Agreement
D. Direct Debit Authorization Form
E. Agents for Service of Process
F. Financial Statements
G. Manuals – Table of Contents
H. State Administrators
I. List of Existing Franchisees and Franchisees who have left the system

J. State Specific Addenda
K. Franchisee Disclosure Acknowledgement Statement
L. General Release Agreement
M. Contingent Assignment of Lease Agreement
N. Receipts

Dated: ____________________________ (Do not leave blank)	PROSPECTIVE FRANCHISEE:
If a corporation or LLC:	If an individual:
____ (Name of corporation or LLC)	____ (Signature)
By:_____________________________________	____ (Print Name)
Its_____________________________________ (Title)	____ (Signature)
____ (Print Name)	____ (Print Name)
	____ (Signature)
	____ (Print Name)

Address of corporation, LLC, or individual(s): ____

____

You may return the signed receipt either by signing, dating, and mailing it to WOW Café & Wingery Franchising Account, LLC at 180 New Camellia Blvd., Suite 100, Covington, LA 70433 or by faxing a copy of the signed and dated receipt to WOW Café & Wingery Franchising Account, LLC at 985-792-1201

YOUR COPY- RETAIN FOR YOUR FILES

ITEM 23

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If WOW Cafe & Wingery Franchising Account, LLC offers you a franchise, WOW Cafe & Wingery Franchising Account, LLC must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement or make payment with the franchisor or an affiliate in connection with the proposed franchise sale. [However, certain state laws require WOW Cafe & Wingery Franchising Account, LLC to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.]

If WOW Cafe & Wingery Franchising Account, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit H.

The franchisor is WOW Café & Wingery Franchising Account, LLC, located at 180 New Camellia Blvd., Suite 100, Covington, LA 70433. Its telephone number is 985-792-5776

The following individuals are franchise sellers offering the franchise:
Ryan J. Stansbury, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
John Scott Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Steven Ballard, 1180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Paul Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Peter Boylan III, 180New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
David Mesa Jr., 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776

The issuance date of this Franchise Disclosure Document is April 1, 2017.

We authorize the respective agencies identified in Exhibit E to receive service of process for us in the particular states.

I received a Disclosure Document dated April 1, 2017 that included the following Exhibits:

EXHIBITS

A. Franchise Agreement
B. Confidentiality and Nondisclosure Agreement
C. Guaranty Agreement
D. Direct Debit Authorization Form
E. Agents for Service of Process
F. Financial Statements
G. Manuals – Table of Contents
H. State Administrators
I. List of Existing Franchisees and Franchisees who have left the system
J. State Specific Addenda
K. Franchisee Disclosure Acknowledgement Statement
L. General Release Agreement
M. Contingent Assignment of Lease Agreement

N. Receipts

Dated: ____________________________
(Do not leave blank)

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

____
(Name of corporation or LLC)

By:____

Its____
(Title)

____
(Print Name)

If an individual:

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

____
(Signature)

____
(Print Name)

Address of corporation, LLC, or individual(s): ____

____

You may return the signed receipt either by signing, dating, and mailing it to WOW Café & Wingery Franchising Account, LLC at 180 New Camellia Blvd., Suite 100, Covington, LA 70433 or by faxing a copy of the signed and dated receipt to WOW Café & Wingery Franchising Account, LLC at 985-792-1201

FRANCHISOR COPY- PLEASE RETURN TO FRANCHISOR