

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.**

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



ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “we,” “us” or “DHC” means Dave’s Hot Chicken Franchise Co. SPV LLC, the franchisor. “You” means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company or other entity, “you” also includes the franchisee’s owners or partners.

The Franchisor

We are a Delaware limited liability company organized on July 1, 2025. Our principal business address is 600 Playhouse Alley, Unit 504, Pasadena, CA 91101. We conduct business under our corporate name and Dave’s Hot Chicken. We do not do business under any other names. We began offering franchises (“Franchise(s)”) for Dave’s Hot Chicken Restaurants as of the date of this Franchise Disclosure Document. We have never offered franchises in any other line of business. We **are not operating and have no ownership interest in any company-owned Dave’s Hot Chicken Restaurants.** We have no other business activities

Our agent for service of process in Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Franchisor’s Parents, Predecessor and Affiliates

Parents

We are a direct, wholly-owned subsidiary of DHC STE Holdco LLC, a Delaware limited liability company (“DHC Holdco”). DHC Holdco is a direct, wholly-owned subsidiary of Hollywood Intermediate LLC, a Delaware limited liability company (“Hollywood Intermediate”). Hollywood Intermediate is a wholly-owned subsidiary of Hollywood Holdings LLC, a Delaware limited liability company (“Hollywood Holdings”). Hollywood Holdings is a wholly-owned subsidiary of Hollywood Parent LLC, a Delaware limited liability company (“Hollywood Parent”). DHC Holdco, Hollywood Intermediate, Hollywood Holdings and Hollywood Parent all share our principal address.

Predecessor

Our predecessor is Dave’s Hot Chicken Franchise Co. LLC, a Delaware limited liability company (“DHCFC LLC”). DHCFC LLC previously offered Franchises for Dave’s Hot Chicken Restaurants from March 2019 to September 2025. DHCFC LLC has also owned and operated 5 Dave’s Hot Chicken Restaurants since the following dates: (i) September 2020, (ii) March 2021, (iii) August 2021, (iv) March 2023, and (v) June 2023. In addition to the 5 Dave’s Hot Chicken Restaurants DHCFC LLC owns and operates, it also (i) manages 10 Dave’s Hot Chicken Restaurants that are owned by at least one of our founders, and (ii) is a minority owner through a joint venture of one Dave’s Hot Chicken Restaurant. It has no other business activities. We do not have any other predecessors. In September 2025, as part of the Securitization Transaction (defined below), DHCFC LLC transferred all existing franchise, area development and related agreements for Dave’s Hot Chicken Restaurants to us, and we



Chicken Restaurant. The high estimate includes up to \$3,000 of travel and expenses if you need to travel outside your general region to attend.

10. New Restaurant Opening Fee. The low estimate for the New Restaurant Opening Fee in the chart reflects that there is no New Restaurant Opening Fee for the first Dave's Hot Chicken Restaurant. If you have a CRM, CT and NRO Leader who conducts training at a CFTR you operate, then you will not be required to pay the New Restaurant Opening Fee for your second Dave's Hot Chicken Restaurant or additional Restaurants. This high estimate assumes that you are opening your second or third Dave's Hot Chicken Restaurants and do not have a CRM, CT, NRO Leader or CFTR, in which case the New Restaurant Opening Fee is \$15,000. This table assumes you will not experience delays. If we deploy our team to your Dave's Hot Chicken Restaurant and your Dave's Hot Chicken Restaurant experiences any delay in opening, you are also required to reimburse us for all costs, expenses and salaries that our new restaurant opening team incurs during the delay. In the Area Development Agreement table below, we include high estimates that you have to pay us the New Restaurant Opening Fee for your second and third Dave's Hot Chicken Restaurant. We may waive the New Restaurant Opening Fee for a franchisee or area developer who has a CFTR at the second or third Dave's Hot Chicken Restaurant and we do not need to provide New Restaurant Opening assistance.
11. Pre-opening/Grand Opening Advertising. You will pay us for your pre-opening/grand opening advertising approximately one week after opening. We will conduct your pre-opening/grand opening advertising commencing your first week of operation and continuing for three months. This is in addition to the chicken given away, which is included in the cost of your grand opening kit, at the grand opening of the Dave's Hot Chicken Restaurant. Some franchisees may voluntarily spend more than this estimate on pre-opening/grand opening advertising, but we do not require it.
12. Additional Funds. This estimate is based on your staff salaries and miscellaneous startup costs and operating expenses through the first three months of operation. This estimate also includes any utility and lease deposits that may be required for the first three months, sixteen weeks of T&O Fees (currently \$170 to \$500 per week) and the one-time setup fee (currently ranging between \$1,000 and \$1,400). The estimate also includes three months' payment of the Guest Response and Recovery Management Fee (currently \$200 per month), three months' payment of the Mystery Shopper Fee (currently \$256 per month) and three months' payment of the Food Safety Assessment Fee (currently \$100 per month). The estimate of additional funds does not include an owner's salary or draw. ~~The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your Dave's Hot Chicken Restaurant, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three month period.~~ Our estimates are based on our predecessor's experience, the experience of our affiliates, and our current requirements for Dave's Hot Chicken Restaurants. The factors underlying our estimates may vary depending on several variables, depending upon the location of your Dave's Hot Chicken Franchise, and current relevant market conditions. You must provide security deposits for utilities and rent (and possibly for other items).
13. This is an estimate of your initial startup expenses for one Franchise.



register terminal and configure such computer cash register system to accurately record every sale or transaction, and otherwise comply with our Computer System requirements. You may also, at your option, choose to purchase our approved electronic cash register and Computer System from our designated supplier. The high range figures in the chart reflect the purchase of this system from our designated supplier.

6. Insurance Deposits. This estimate is for the deposit for your insurance policies.
7. Initial Training. These figures include your costs of travel and expenses during your initial training program.
8. Opening Fee. See Item 5 for more information.
9. Additional Funds. This estimate is based on your staff salaries and miscellaneous startup costs and operating expenses through the first three months of operation. This estimate also includes one year of T&O Fees (currently \$1,000 per year) and the one-time setup fee (currently ranging between \$500 and \$1,000). The estimate of additional funds does not include an owner's salary or draw. ~~The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your DHC Food Truck, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three-month period.~~ Our estimates are based on our predecessor's experience, the experience of our affiliates, and our current requirements for DHC Food Trucks. The factors underlying our estimates may vary depending on several variables, depending upon the location of your Dave's Hot Chicken Franchise, and current relevant market conditions. You must provide security deposits for utilities and rent (and possibly for other items).
10. This is an estimate of your initial startup expenses for one DHC Food Truck.

YOUR ESTIMATED INITIAL INVESTMENT

Area Development Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Development Fee ⁽¹⁾	\$80,000	\$80,000	Lump Sum	When you sign your Area Development Agreement	Us
Initial Investment for the first Dave's Hot Chicken Restaurant ⁽²⁾	\$617,800	\$3,218,000	Per Table Above	Per Table Above	Per Table Above



<p><u>NORTH DAKOTA</u></p> <p><u>(state administrator)</u> North Dakota <u>Insurance & Securities Department</u> <u>600 East Boulevard Avenue</u> <u>Bismarck, North Dakota 58505-0510</u> <u>(701) 328-2910</u> State Capitol, 14th Floor <u>(for service of process)</u> <u>Insurance Commissioner</u> <u>North Dakota Insurance & Securities Department</u> 600 East Boulevard Avenue Bismarck, North Dakota 58505-<u>0510</u> (701) 328-2910</p>	<p><u>OREGON</u></p> <p>Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387</p>
<p><u>RHODE ISLAND</u></p> <p>Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>	<p><u>SOUTH DAKOTA</u></p> <p>Division of Insurance Securities Regulation 124 S. Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p><u>VIRGINIA</u></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>(for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>	<p><u>WASHINGTON</u> (state administrator)</p> <p>Department of Financial Institutions (Mailing Address) P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8715</p> <p>(for service of process) Department of Financial Institutions (Overnight and for Service of Process) 150 Israel Road S.W. Tumwater, Washington 98501-6456</p>



Cluck Inc.	556 East 1st Street	Tustin	CA	92780	714-881-0700
CW Strong Restaurant Group LLC	32200 Dyer Street	Union City	CA	94587	510-240-1000
DAMM Fine Chicken LLC	3301 S. Mooney Blvd.	Visalia	CA	93277	559-409-0770
JH Foods, Ltd.	Interquest Pkwy.	Colorado Springs	CO	80921	719-355-2399
TNT Restaurant Group LLC	1615 Platte St.	Denver	CO	90805	720-798-6188
TNT Restaurant Group LLC	99 S. Broadway	Denver	CO	80209	720-370-1499
TNT Restaurant Group LLC	1700 S. College Ave.	Fort Collins	CO	80525	970-792-3717
TNT Restaurant Group LLC	1601 Mayberry Dr.	Highlands Ranch	CO	80129	720-943-2185
TNT Restaurant Group LLC	6515 W. 104th Ave #100	Westminster	CO	80020	720-983-1301
Capitol Chicken, Inc.	3339 14th St. NW	Washington	DC	20010	771-200-3080
King Chicken, LLC	155 Cranes Roost Blvd.	Altamonte Springs	FL	32701	689-345-5250
BCP Food Services Group LP	18717 Biscayne Blvd., Suite 305	Aventura	FL	33180	786-396-0502
JAX Chicken, LLC	3524 SW Archer Rd., Suite 110	Gainesville	FL	32608	352-519-4430
King Chicken, LLC	4405 W. Lake Mary Blvd.	Lake Mary	FL	32746	407-710-9808
King Chicken, LLC	557 N. Alafaya Trail	Orlando	FL	32828	407-917-9447
HANs Hot Chicken, LLC	15855 Pines Blvd., Unit #55	Pembroke Pines	FL	33027	754-202-0416
AJI Holdings DHC, LLC	2540 E. Fowler Ave.	Tampa	FL	33612	813-683-5410
AJI Holdings DHC, LLC	2915 N Dale Mabry Hwy	Tampa	FL	33607	813-644-8481
AJI Holdings DHC, LLC	28358 Willet Way	Wesley Chapel	FL	33453	656-444-7199
DHC Licensing LLC	1447 Hwy 138 SE	Conyers	GA	30013	470-207-1404
Dirty Birds, LLC	3022 E. 53rd St.	Davenport	IA	52807	563-306-0103
Hot Chicken Idaho, LLC	3450 N. Eagle Road	Meridian	ID	83646	208-801-7184
Hot Chicken Idaho, LLC	16365 N. Marketplace Blvd.	Nampa	ID	83687	208-546-0685
Plena DHC DA, LLC	1493 S. Randall Rd.	Algonquin	IL	60102	224-348-7938
Hotville Chicken Inc.	119 S. Randall Rd.	Batavia	IL	60510	331-248-1013
Hotville Chicken Inc.	2009 S. Neil Street	Champaign	IL	61820	217-689-1940
Hotville Chicken Inc.	169 W. Ontario St.	Chicago	IL	60654	872-345-3066
Hotville Chicken Inc.	3643 N. Western Avenue	Chicago	IL	60618	773-754-1555
Hotville Chicken Inc.	2615 W. North Ave.	Melrose Park	IL	60160	708-540-2700
Hotville Chicken Inc.	2736 Showplace Drive	Naperville	IL	60564	630-526-0144
Hotville Chicken Inc.	15139 S. LaGrange Rd.	Orland Park	IL	60462	464-888-3002
Dave Diggity, LLC	314 – 316 E. Kirkwood Ave.	Bloomington	IN	47408	812-668-7860
Dave Diggity, LLC	927 Broad Ripple Ave.	Indianapolis	IN	46220	317-383-0567
Dave Diggity, LLC	530 Massachusetts Ave, Suite 150	Indianapolis	IN	46204	317-285-0200
Southern Dining, LLC	4125 Town Center Blvd.	Jeffersonville	IN	47130	812-913-6110
Hotville Chicken Inc.	121 US Highway 41	Schererville	IN	46375	219-319-5032
Hotville Chicken Inc.	1234 N Eddy St, Suite 101B	South Bend	IN	46556	574-381-4030
Spicybros Chicken, LLC	9095 Metcalf Ave.	Overland Park	KS	66212	913-391-8366
Southern Dining, LLC	2630 Richmond Rd.	Lexington	KY	40509	859-300-6230
WC Hospitality, LLC	123 Stuart St.	Boston	MA	2116	857-557-0182
WC Hospitality, LLC	10 District Ave., Unit C-10	Boston	MA	2210	857-271-4810
WC Hospitality, LLC	30 Forbes Boulevard	Braintree	MA	1284	781-579-7044
GQ Chicken Holding, LLC	40 Drum Hill Rd	Chelmsford	MA	1824	351-221-7003
GQ Chicken Holding, LLC	341 Cochituate Road	Framingham	MA	1702	774-456-6520
WC Hospitality, LLC	648 Old West Central St	Franklin	MA	2038	508-507-6116
GQ Chicken Holding, LLC	4110 Mystic Valley Parkway	Medford	MA	2155	339-545-0014
GQ Chicken Holding, LLC	165 Needham Street	Newton	MA	2461	857-328-1777
GQ Chicken Holding, LLC	890 Broadway	Saugus	MA	1906	781-264-6213
GQ Chicken Holding, LLC	296 Mishawum Road	Woburn	MA	1801	781-787-0314
Graziano Holdings II, LLC	41 Park Ave.	Worcester	MA	1605	508-948-0208
Capitol DH Restaurants, LLC*	6131 Columbia Crossing	Columbia	MD	21045	443-393-2094
Capitol DH Restaurants, LLC*	6633 Ritchie Hwy	Glen Burnie	MD	21061	667-405-3699
Capitol DH Restaurants, LLC*	9902 Reisterstown Rd.	Owings Mills	MD	21117	443-870-5799
DMV Enterprises, LLC*	12345 Columbia Pike	Silver Spring	MD	20904	240-650-3404

JCK Birdz LLC	7904 NE 6th Avenue, #112	Vancouver	WA	98665	360-605-0613
MR Chicken LLC	2654 S. Oneida Street	Ashwaubenon	WI	54304	920-770-3030
MR Chicken LLC	6610 Green Bay Road	Kenosha	WI	53142	262-953-2537
MR Chicken LLC	7007 Sligo Drive	Madison	WI	53717	608-421-5273
MR Chicken LLC	4814 Annamark Dr.	Madison	WI	53704	608-421-5272
MR Chicken LLC	N92W16125 Falls Pkwy.	Menomonee Falls	WI	53051	262-953-2540
MR Chicken LLC	544 East Ogden Ave., #200	Milwaukee	WI	53202	414-239-6014
MR Chicken LLC	12345 Capitol Drive	Wauwatosa	WI	53222	414-867-3639

* [Denotes area developers](#)

WC Hospitality, LLC	1260 Boylston St.	Boston	MA	02215	TBD
WC Hospitality, LLC	797 Providence Hwy	Dedham	MA	02026	TBD
Graziano Holdings II, LLC - MA	355 Russell Street	Hadley	MA	01035	TBD
GQ Chicken Holding, LLC	1099 Lexington St.	Waltham	MA	02452	TBD
Capitol DH Restaurants, LLC*	114 Shawan Rd.	Hunt Valley	MD	21030	TBD
DMV Enterprises, LLC - Montgomery *	11564 Rockville Pike	Rockville	MD	20852	TBD
DMV Enterprises, LLC - Montgomery *	2477 Crain Highway	Waldorf	MD	20601	TBD
Graziano Holdings III, LLC - ME & VT	570 Stillwater Ave.	Bangor	ME	04401	TBD
Hot North Chicken LLC	2065 N. Squirrel Rd.	Auburn Hills	MI	48326	TBD
Hot North Chicken LLC	23071 Allen Road	Woodhaven	MI	48183	TBD
Minnesota Chicken LLC	500-528 Washington Ave North	Minneapolis	MN	55401	TBD
Minnesota Chicken LLC	1620 South Broadway	Rochester	MN	55904	TBD
Hotville Chicken Inc. - MO	17304 Chesterfield Airport Rd.	Chesterfield	MO	63005	TBD
Spicybros Chicken, LLC	1808a NW Chipman Rd	Lee's Summit	MO	64081	TBD
N&N Restaurant Group, LLC	9711 Northlake Centre Pkwy, Suite A	Charlotte	NC	28216	TBD
N&N Restaurant Group, LLC	1951 Battleground Ave.	Greensboro	NC	27408	TBD
KAMT NC LLC	300 Greenville Blvd.	Greenville	NC	27858	TBD
Plucky Bird LLC	2920 Sherman Oak Place, Unit 140	Raleigh	NC	27609	TBD
Dakota Spicy Cluckers, LLC	2650 32nd Ave. S., Suite F-1	Grand Forks	ND	58201	TBD
Spicybros Chicken, LLC	2615 S 180th	Omaha	NE	68130	TBD
NJ & PA Chicken, LLC	744 NJ-70 West	Brick	NJ	08723	TBD
NJK Capital, LLC	770 Route 33	Hamilton	NJ	08619	TBD
North Jersey DHC, LLC	850 W Edgar Rd.	Linden	NJ	07036	TBD
North Jersey DHC, LLC	65 Route 4	Paramus	NJ	07652	TBD
North Jersey DHC, LLC	1157 US-46	Parsippany	NJ	07054	TBD
North Jersey DHC, LLC	247 Route 10	Roxbury	NJ	07876	TBD
DHC Licensing LLC - NM & TX	3703 Ellison Rd. NW, Suite C	Albuquerque	NM	87114	TBD
DHC Vegas Holdings, LLC	10520 S Eastern Ave Suite 130	Henderson	NV	89052	TBD
DHC Vegas Holdings, LLC	6930 S Rainbow Blvd	Las Vegas	NV	89113	TBD
JV Ventures Inc.	5757 Wayne Newton Blvd.	Las Vegas	NV	89119	TBD
Sokaia Miracle Inc.	3663 S. Las Vegas Blvd.	Las Vegas	NV	89109	TBD
CW Strong Restaurant Group LLC	1565 E Lincoln Way Suite R-115	Sparks	NV	89434	TBD
TCB Restaurant Associates LLC	207 Glen Cove Road	Carle Place	NY	11514	TBD
TCB Restaurant Associates LLC	9015 Queens Blvd.	Elmhurst	NY	11374	TBD
WNY CHX LLC	4495 Milestrip Rd.	Hamburg	NY	14219	TBD
JET Enterprises HC, LLC - Hudson Valley	2521 South Rd.	Poughkeepsie	NY	12601	TBD
TCB Restaurant Associates LLC	61-45 188th Street	Queens	NY	11365	TBD
WNY CHX LLC	1267 E. Ridge Rd.	Rochester	NY	14621	TBD
JET Enterprises HC LLC - Albany & Syracuse	412 Balltown Rd. Suite D	Schenectady	NY	12304	TBD
Rackson Cayenne, LLC	2500 Central Park Ave	Yonkers	NY	10583	TBD
BLT Ventures, LLC	3208 Vandercar Way	Cincinnati	OH	45209	TBD
Hotville Chicken Inc. - OH	2650 N. Fairfield Rd., Suite B	Dayton	OH	45431	TBD
Hot Hot Chicken, LLC	36099 Euclid Ave.	Willoughby	OH	44094	TBD
CW Strong Restaurant Group LLC - OK	7454 S. Olympia Ave.	Tulsa	OK	74132	TBD
JCK Birdz LLC	1844-1868 NW Eastman Parkway	Gresham	OR	97030	TBD
JCK Birdz LLC	1363 Center Dr.	Medford	OR	97501	TBD
JCK Birdz LLC	839 NW 23rd St.	Portland	OR	97210	TBD
JCK Birdz LLC	1570 Mohawk Blvd.	Springfield	OR	97477	TBD
KPV DHC, LLC	540 Gateway Avenue	Chambersbur	PA	17201	TBD
Steely Birds LLC	700 Commerce Blvd Unit 11B	Dickson City	PA	18519	TBD
KPV DHC, LLC	1501 Quentin Rd.	Lebanon	PA	17042	TBD
TIG Reaper LLC - PA	1731 Chestnut Street 1	Philadelphia	PA	19103	TBD
TIG Reaper LLC - PA	218 N West End Blvd	Quakertown	PA	18951	TBD

MPZ Hot, LLC - SC & Savannah, GA	1923 W. Palmetto St.	Florence	SC	29501	TBD
Hot Licensing LLC - TN Valley	2260 Gunbarrel Rd	Chattanooga	TN	37421	TBD
DHC Licensing LLC - NM & TX	7725 Paseo del Norte Blvd	El Paso	TX	79912	TBD
DHC Tarrant County LLC	3240 Tracewood Way	Fort Worth	TX	76177	TBD
CW Strong Restaurant Group LLC	1039 W. University Ave	Georgetown	TX	78628	TBD
Raldco Operations, LLC	6309 82nd Street	Lubbock	TX	79424	TBD
Dos Niños Enterprises, LLC	32822 FM 2978, Suite 1100	Magnolia	TX	77354	TBD
DHC of San Antonio, LLC	2141 I35 S Frontage	New Braunfels	TX	78130	TBD
DHC of San Antonio, LLC	NEC of IH 35 and Cibolo Valley Dr.	Schertz	TX	78108	TBD
Hot Chicken, LLC - Salt Lake City	1065 North Main Street	Logan	UT	84341	TBD
Hot Chicken, LLC - Salt Lake City	4000 West 13400 South	Riverton	UT	84096	TBD
Capitol Chicken, Inc.	3556 E S. Jefferson St.	Bailey's Cross	VA	22041	TBD
PGC Capital LLC	435 Merchant Walk Sq.	Charlottesville	VA	22902	TBD
KChicken Holdings, LLC (DWashington, LLC)	16502 Redmond Way Suite W5	Redmond	WA	98052	TBD
RSM Hold Co., LLC	6100 N. Division St.	Spokane	WA	99208	TBD
KChicken Holdings, LLC (DWashington, LLC)	4502 S. Steele Street	Tacoma	WA	98409	TBD
MR Chicken LLC	4301 W. Wisconsin Ave.	Appleton	WI	54913	TBD
MR Chicken LLC	1300 Great Wolf Dr.	Baraboo	WI	53193	TBD
MR Chicken LLC	1200 N. Port Washington Rd.	Grafton	WI	53024	TBD
MR Chicken LLC	3721 S. Moorland Road	New Berlin	WI	53151	TBD

* Denotes area developers

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

Despite anything to the contrary in the Franchise Agreement or Area Development Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement or Area Development Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the FDD, Franchise Agreement or Area Development 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 Minnesota. However, this paragraph will not affect the obligation in the Franchise Agreement or Area Development Agreement relating to arbitration.

3. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
4. Item 13 of the FDD and Section 11.5 of the Franchise Agreement is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
5. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, provisions of the FDD, Franchise Agreement and Area Development Agreement which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the FDD, Franchise Agreement and Area Development Agreement, to the extent required by Minnesota law.
6. You cannot consent to the franchisor obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.
7. The following language will appear as a new paragraph of the Franchise Agreement and Area Development Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement or Area Development Agreement conflicts with Minnesota law, Minnesota law will prevail.
9. Item 6 of the FDD and Section 4.15 of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to \$30 per occurrence pursuant to Minnesota Statute 604.113.

10. The following risk factor is added to the FDD State Cover Sheet titled "Special Risks to Consider About *This* Franchise"

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.



11. ~~10.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

See the last page of this Exhibit H for your required signature.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

