FRANCHISE DISCLOSURE DOCUMENT

AMG Franchises LLC
Minnesota limited liability company
7575 Golden Valley Rd, Ste 340
Golden Valley, MN 55427
612-710-9779
admin@ciaohg.com
theaftermidnightgroup.com

Cowboy Jack's Restaurants are restaurants featuring a variety of craft beer selections and high-quality food and beverage products in a distinctive, country western themed environment.

The total investment necessary to begin operation of a Cowboy Jack's Restaurant franchise is between $2,271,550 and $6,130,000 if you open a Fully Remodeled Restaurant and between $1,458,050 and $3,885,000 if you open a Second Generation Restaurant. This includes $45,000 to $47,000 that must be paid to the franchisor or affiliate. If you enter into an Area Development Agreement, you must also pay a Development Fee to the franchisor equal to 50% of the Initial Fees for the Cowboy Jack's Restaurants that you are required to develop under the Area Development Agreement.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jeff Crivello at 7575 Golden Valley Rd, Ste 340, Golden Valley, MN 55427, (847) 651-2274

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (the "FTC"). You can contact the FTC at 1-877-FTC-HELP 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. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 21, 2025

THE AFTER MIDNIGHT GROUP LLC

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EXHIBITS

under the Area Development Agreement and pay the remaining balance of the applicable Initial Fee for each Restaurant in the Territory. You will pay the Development Fee in full when you sign the Area Development Agreement. You must sign the Franchise Agreement for the first Restaurant in your Territory when you sign the Area Development Agreement. You will pay the remaining balance of the applicable Initial Fee each time you sign a then-current Franchise Agreement for each Restaurant you develop according to the Development Schedule in the Area Development Agreement. The Development Fee will be nonrefundable and will be fully earned by us.

Initial Inventory

You may be required to purchase certain opening inventory and supplies, such as gift card stock and merchandise, from us our or affiliates. We estimate that the costs for these items will range from $0 to $2,000.

6. OTHER FEES

Type of Fee	Amount	Date Due	Remarks (1)(2)
Royalty Fees	5% of monthly Gross Sales, or $2,300, whichever is greater	The 10th day of each month or at such time as may be designated by us (the "**Payment Date**")	Payable each Payment Date after the Restaurant commences business; the term "Gross Sales" is defined in Note 3.~~(~~
Marketing Fund Fees	1% of monthly Gross Sales	The Payment Date, unless that day is a non-business day, in which case the Marketing Fund Fee is payable to Franchisor on the next business day	Deposited in the advertising and marketing fund (the "**Marketing Fund**") controlled by us.
Audit Fees	Estimated to range from $2,500 to $5,000	Within 10 days after receipt of an invoice indicating the amount owed to us	Amount incurred by us to audit your Restaurant business (including our employees salaries, benefits, travel expenses, and audit fees); payable only if an audit shows that you understated your Gross Sales by more than 2% in any month, quarter or year.
Assignment Fee	$5,000	On or before the date of the assignment of the Franchise Agreement or Area Development Agreement.	You must obtain our prior approval for an assignment.
Collection Costs	Varies	On demand	Amount incurred by us to collect unpaid Fees; includes attorneys' fees and related costs.
Interest Charges	The lesser of 18% per annum or the maximum legal rate allowable by applicable law	On demand	Applies to past due payments payable to us.
New Management	Then-current Per	Within 10 days	Payable if you hire new Management Staff employees; Travel

(4) If you sign an Area Development Agreement, then for the second and each subsequent Franchise Agreement you sign for the Restaurants you must develop under the Area Development Agreement, you will pay weekly Royalty Fees at the rate specified in the Franchise Agreement for your first Restaurant, even if the Royalty Fees in subsequent Franchise Agreements differ. You will pay all other Fees in the amounts specified in each Franchise Agreement that you sign for the Restaurants you develop under the Area Development Agreement.

(5) "Per Diem Training Fee" will mean the current daily that we charge for each employee or independent contractor who provides any training, coaching, consulting and/or instructing services or any operational assistance or other services to you pursuant to the terms of the Franchise Agreement. The amount of the Per Diem Training Fee will be the amount specified in the most current publication and update of the Operations Manual, and we may increase the amount of the Per Diem Training Fee from time to time, at our sole option, to account for inflation, increased costs and other economic conditions.

(6) "Travel Expenses" include all costs incurred for travel, transportation, food, lodging, telephone calls, automobile rental and all other related expenses.

(7) The Non-Compliance Fee is intended to reimburse us for our damages and other losses incurred, as well as the time, expense, and other expenditure of resources incurred due to a franchisee's default or non-compliance. The additional weekly charge is our best estimate of the ongoing costs to monitor a franchisee's action until the default or non-compliance is rectified and cured.

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Full Remodel

Type of Expenditure	~~Full Remodel Amount Low to High (1)~~		~~Second Generation Restaurant Amount~~ Low to High (1)		Method of Payment (2)	When Due	To Whom Payment Is To Be Made
Initial Fee (3)	$45,000	$45,000	~~$45,000~~	~~$45,000~~	Lump Sum	See Item 5	Us
Real Estate Acquisition (4)	$3,000	$5,000	~~$3,000~~	~~$5,000~~	As Arranged	As Incurred	Suppliers
Leasehold Improvements (5)	$600,000	$1,500,000	~~$300,000~~	~~$800,000~~	As Arranged	As Incurred	Suppliers
Lease Payments – 3 Months (6)	$40,000	$150,000	~~$40,000~~	~~$150,000~~	As Incurred	As Incurred	Landlord
Initial Inventory (7)	$70,000	$120,000	~~$70,000~~	~~$120,000~~	As Arranged	As Incurred	Suppliers, Leasing Companies, or Us
Wages, Travel and Living Expenses for You and Your Management	$12,000	$26,000	~~$12,000~~	~~$26,000~~	As Incurred	As Incurred During Training	Employees, Airlines, Hotels and Restaurants

Type of Expenditure	~~Full Remodel Amount~~ ~~Low to High (1)~~	~~Second Generation Restaurant Amount~~ Low to High (1)			Method of Payment (2)	When Due	To Whom Payment Is To Be Made
Staff During Training (8)							
Furniture, Fixtures, Supplies, Inventory, Décor and Equipment (9)	$1,000,000	$3,000,000	~~$500,000~~	~~$1,500,000~~	As Arranged	As Incurred	Suppliers or Leasing Companies
Architectural, Engineering Fees (10)	$30,000	$90,000	~~$15,000~~	~~$45,000~~	As Arranged	Before Opening	Suppliers
Signage	$40,000	$120,000	~~$40,000~~	~~$120,000~~	As Arranged	As Incurred	Suppliers
Point-of-Sale and Computer System (11)	$10,000	$25,500	~~$10,000~~	~~$25,500~~	As Arranged	As Incurred	Suppliers
Security System (12)	$500	$3,000	~~$500~~	~~$3,000~~	$500	$3,000	$500
Liquor License Costs (13)	$6,800	$11,000	~~$6,800~~	~~$11,000~~	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Additional License Costs (14)	$2,500	$5,000	~~$2,500~~	~~$5,000~~	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Opening Advertising	$2,500	$2,500	~~$2,500~~	~~$2,500~~	As Incurred	As Incurred	Suppliers
Insurance Premiums – 3 Months	$8,500	$25,500	~~$10,000~~	~~$25,500~~	As Arranged	As Arranged	Insurance Companies
Employee Salaries – 3 Months (15)	$150,000	$600,000	~~$150,000~~	~~$600,000~~	As Incurred	As Incurred	Employees
Miscellaneous (16)	$150,000	$200,000	~~$150,000~~	~~$200,000~~	As Incurred	Before Opening or As Otherwise Arranged	Landlord, Utilities, Government Agencies, Attorneys, Accountants and Other Professionals
Additional Funds – 3 Months (17)	$100,750	$201,500	~~$100,750~~	~~$201,500~~	As Incurred	As Incurred	Us, Landlord, Suppliers and Utilities
Total (18) (19)	$2,271,550	$6,130,000	~~$1,458,050~~	~~$3,885,000~~			

Second-Generation Restaurant

Type of Expenditure	Low to High (1)		Method of Payment (2)	When Due	To Whom Payment Is To Be Made
Initial Fee (3)	$45,000	$45,000	Lump Sum	See Item 5	Us
Real Estate Acquisition (4)	$3,000	$5,000	As Arranged	As Incurred	Suppliers
Leasehold Improvements (5)	$300,000	$800,000	As Arranged	As Incurred	Suppliers
Lease Payments – 3 Months (6)	$40,000	$150,000	As Incurred	As Incurred	Landlord
Initial Inventory (7)	$70,000	$120,000	As Arranged	As Incurred	Suppliers, Leasing Companies, or Us
Wages, Travel and Living Expenses for You and Your Management Staff During Training (8)	$12,000	$26,000	As Incurred	As Incurred During Training	Employees, Airlines, Hotels and Restaurants
Furniture, Fixtures, Supplies, Inventory, Décor and Equipment (9)	$500,000	$1,500,000	As Arranged	As Incurred	Suppliers or Leasing Companies
Architectural, Engineering Fees (10)	$15,000	$45,000	As Arranged	Before Opening	Suppliers
Signage	$40,000	$120,000	As Arranged	As Incurred	Suppliers
Point-of-Sale and Computer System (11)	$10,000	$25,500	As Arranged	As Incurred	Suppliers
Security System (12)	$500	$3,000	$500	$3,000	$500
Liquor License Costs (13)	$6,800	$11,000	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Additional License Costs (14)	$2,500	$5,000	Lump Sum	Before Opening	Governmental Agencies and for Professional Services
Opening Advertising	$2,500	$2,500	As Incurred	As Incurred	Suppliers
Insurance Premiums – 3 Months	$10,000	$25,500	As Arranged	As Arranged	Insurance Companies
Employee Salaries – 3 Months (15)	$150,000	$600,000	As Incurred	As Incurred	Employees
Miscellaneous (16)	$150,000	$200,000	As Incurred	Before Opening or As	Landlord, Utilities, Government Agencies, Attorneys, Accountants and Other

Type of Expenditure	Low to High (1)		Method of Payment (2)	When Due	To Whom Payment Is To Be Made
				Otherwise Arranged	Professionals
Additional Funds – 3 Months (17)	$100,750	$201,500	As Incurred	As Incurred	Us, Landlord, Suppliers and Utilities
Total (18) (19)	$1,458,050	$3,885,000			

Footnotes:

(1) For the estimated range of costs, we relied on the historical operations of the Cowboy Jack's Restaurants owned and operated by affiliated entities, as discussed in Item 1 of this Disclosure Document. The Full Remodel amount assumes that you acquire a space that has no existing equipment and requires a complete remodel. The Second Generation Restaurant amount assumes that the space has a majority of the necessary FFE and the necessary Leasehold Improvements are primarily cosmetic in nature. You should carefully review these figures with your business advisor before making any decision to purchase a franchised Cowboy Jack's Restaurant.

(2) Payments are not refundable unless otherwise noted. We do not offer direct or indirect financing.

(3) The Initial Fee for a single Cowboy Jack's Restaurant is $45,000, payable in full when you sign the Franchise Agreement. If you enter into an Area Development Agreement, you will pay us a Development Fee equal to $45,000 per Cowboy Jacks' Restaurant that is to be developed under the Area Development Agreement. If you sign an Area Development Agreement, we will credit $45,000 of the Development Fee towards the $45,000 Initial Fee for the first Cowboy Jack's Restaurant in your Territory. You will sign the Franchise Agreement for the first Restaurant in your Territory when you sign the Area Development Agreement. See Item 5 for additional information.

(4) You will incur this cost if you elect to purchase a site for your Restaurant instead of leasing a site. We estimate that the costs associated with such a purchase will range from $3,000 to $5,000, which will be payable upon an approved site being found.

(5) These estimated costs are to remodel an existing building or space to meet the image and décor requirements for Cowboy Jack's Restaurants. Costs for leasehold improvements will vary greatly, depending upon the location, condition, layout and content of the site, labor and material costs, and other economic factors. This number factors in necessary upgrades to interior and exterior walls, seating areas, bar tops, bar seating, host and entry way renovations, and other areas potentially needed to remodel a location to meet our brand requirements.

(6) Cowboy Jack's Restaurants will require at least 3,000 square feet of floor space. The cost per square foot of leasing commercial property will vary considerably depending upon location and market conditions, and can range from $100 to $150 per square foot. This is an estimate of the annual rent expense that is typically expected and does not provide for the purchase of land or the construction of a building. If you buy unimproved real estate and construct your Restaurant, the total estimated initial investment for your Restaurant will be significantly higher. You may be able to negotiate various terms with your landlord, including providing you with a "Tenant Improvement Contribution" (or similar term) whereby the landlord reimburses certain costs and expenses associated with your construction and build-out of your Restaurant. When preparing a budget for the build-out/improvement of your Restaurant, we strongly recommend that you consult with a business advisor with experience in real estate and leasing where you intend and expect to locate your Restaurant to evaluate whether such concessions might be made available to you, all prior to entering into any agreement with us.

AMG FRANCHISES LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G

STATE ADDENDA

Item 17 of the Disclosure Document provided to a prospective franchisee for a franchised Restaurant to be located in or who is a resident of any state indicated below in this Addendum is amended by the addition of the following language:

~~**Minnesota:** Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400D prohibit After Midnight from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, requiring you to consent to liquidated damages, termination penalties or judgment notes, or requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minn. Stat. Secs. 80C.01 to 80C.22.~~

~~No provision of the Disclosure Document, the Franchise Agreement or the 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 remedy provided for by the laws of Minnesota.~~

~~After Midnight will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice of the nonrenewal of your Franchise.~~

North Dakota: Covenants not to compete are generally unenforceable in North Dakota, except in limited circumstances provided by law.

The North Dakota Securities Commissioner has held that requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota is unenforceable.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. 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.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

8. No statement, questionnaire, or acknowledgement 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 with the franchise.

9. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds

10. The following risk factors are added to Special Risk Factor section of the FTC Cover Page:

1. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

11. The franchisor will defer the collection of the Initial Franchise Fee until the franchisee has commenced doing business pursuant to the Franchise Agreement.

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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