

	<p style="text-align: center;"><b>FRANCHISE DISCLOSURE DOCUMENT</b></p> <p style="text-align: center;">VI BrandCo, LLC dba <i>Village Inn</i> a Delaware limited liability company 12701 Whitewater Drive, Suite 100 Minnetonka, Minnesota 55343-4164 (615) 256-8500 <a href="http://www.villageinn.com">www.villageinn.com</a> <a href="http://www.villageinnfranchising.com">www.villageinnfranchising.com</a> <a href="http://www.bbq-holdings.com/franchising">www.bbq-holdings.com/franchising</a> <a href="http://www.bbq-holdings.com">www.bbq-holdings.com</a> <a href="http://www.facebook.com/villageinnrestaurants">www.facebook.com/villageinnrestaurants</a></p>
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The franchise being offered is for a Village Inn restaurant. Village Inn is a sit-down family dining concept. It features a variety of menu items for all meal periods, but specializes in pancakes, omelets, skilletts, eggs, pies and other popular breakfast items.

The total investment necessary to begin operation of a single Village Inn restaurant franchise is \$1,075,000 to \$2,740,000.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Legal Department at 12701 Whitewater Drive, Suite 100, Minnetonka, Minnesota 55343-4164. 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. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: March 28, 2025, as amended October 10, 2025.

Chief Financial Officer: Renee St-Onge

Ms. St-Onge was promoted to Chief Financial Officer of MTY effective November 2018. Prior to that, Ms. St-Onge was with MTY as Controller since 2012.

Chief Operating Officer of Kahala Brands: Jeff Smit

Mr. Smit has been the Chief Operating Officer of Kahala Brands since June 2009 and has been a Director of MTY USA since November 2018. Prior to that, Mr. Smit was the Blimpie Brand President from November 2007 until December 2010 and the Sr. Vice President of Operations for Cold Stone Creamery from February 2005 to December 2007.

~~Co-Chief Operating Officer: Al Hank~~

Mr. Hank began his career with Famous Dave's as an hourly team member in 2005. During 2020 and up to his election as COO, he served as FDA's Senior Vice President of Operations. During 2018 to 2019, he served FDA in various management roles including Senior Director Strategy and Development, Senior Director of Operations and Franchise Business Consultant. From 2015 to 2017, Mr. Hank served FDA as an Area Director. Prior to that starting in 2012, he served as a General Manager of FDA's Westbury, New York location.

~~Co-Chief Operating Officer: Adam Lehr~~

~~Mr. Lehr has been Famous Dave's Co-Chief Operating Officer since October 2022 and prior to that was the Senior Vice President of Operations over both corporate and franchise restaurants since January 2020. Since joining Famous Dave's in 2018 he was also involved with the franchise operations as both the Director of Operations and as an FBC.~~

Chief Legal Officer: Jenny Moody

Ms. Moody has been with the Kahala Brands' Legal department since June 2010. In August 2012 she was named Corporate Counsel, in September 2013 International Counsel, in September 2016 Deputy General Counsel, and in November 2019 General Counsel. In August 2023, Ms. Moody assumed her current role.

**Franchise Sales**

Vice President of Business Development – USA: Ramin (Ray) Zandi

Mr. Zandi is the Vice President of Business Development – USA, a position he has held since February 2009.

Senior Director of Franchise Sales: Shemar Pucel

Ms. Pucel joined the company in November 2020 as Director of Franchise Sales and was promoted to Senior Director of Franchise Sales in February 2022, where in her role she was responsible for Papa Murphy's franchise development. From October 2018 to August 2020, Ms. Pucel was a Director of Development for sweetFrog Premium Frozen Yogurt & Samurai Sam's. From October 2015 to October 2018, Ms. Pucel was with SFF, LLC (formerly SweetFrog Enterprises, LLC)

*Cold Stone Creamery Leasing Company, Inc. v. JRF, Inc.*; Iowa District Court for Dallas County; Case No.: SCSC050015.

Except as described above, no litigation is required to be disclosed in this Item.

#### **ITEM 4 Bankruptcy**

##### American Blue Ribbon Holdings, LLC

On January 27, 2020, our predecessor American Blue Ribbon Holdings, LLC filed for bankruptcy protection under Chapter 11 of the U.S. Bankruptcy Code in the District of Delaware, as part of a planned restructuring of company-owned or affiliated franchised restaurants. In re American Blue Ribbon Holdings, LLC, a Delaware limited liability company, *et al.*, 1:20-BK-10161. On September 16, 2020, the bankruptcy court confirmed American Blue Ribbon Holdings, LLC's plan of reorganization. On September 30, 2021, the bankruptcy court entered a final decree, and the case was terminated on October 19, 2021. The last known principal place of business of ABRH is 3038 Sidco Drive, Nashville, TN 37204.

##### Lehr Restaurant Group, Lehr Real Estate (dba Dvincis Restaurant), Adam Lehr

~~Our Co-CEO Adam Lehr in connection with his ownership of Lehr Restaurant Group and Lehr Real Estate filed a bankruptcy proceeding as debtor under Chapter 13 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Minnesota on January 30, 2018, under Case No. 18-40253-KHS. The bankruptcy was discharged on June 29, 2021.~~

#### **ITEM 5 Initial Fees**

The initial franchise fee for a Village Inn Restaurant is \$35,000 for your first restaurant. The Initial Franchise Fee is reduced for your second traditional restaurant to \$25,000. The Initial Franchise Fee is reduced for your third and each subsequent traditional restaurant to \$20,000.

You pay the initial franchise fee in full at the signing of the Franchise Agreement. The fee is nonrefundable. We may periodically reduce the initial franchise fee, such as in connection with limited time promotions, new concepts and/or operational programs.

If you are currently an active or active reserve member of the U.S. Armed Forces, have been honorably discharged from the U.S. Armed Forces ("Eligible Military"), or are a 501(c)(3) organization ("501(c)(3)"), you will receive a 20% discount on the Initial Franchise Fee.

**ITEM 6  
Other Fees**

<b>Name of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty <sup>1,2, 5</sup>	4.0% of Gross Sales as described in the footnotes below.	Each Tuesday with an option to annually prepay after operating the Restaurant for at least one full year <sup>6</sup>	“Gross Sales” include all sales conducted by or through the Restaurant, or from the franchised location at the actual price charged by the Franchisee. However, “Gross Sales” do not include tips for employees and sales tax and loyalty redemptions, ‘Free Pie Wednesdays discounts, senior discounts, delivery fees, and other customary promotions or discounts
Marketing Fee <sup>1,3,5</sup>	Currently 1% of Gross Sales	Each Tuesday	Paid at the same time and in the same manner as Royalty
Local Marketing <sup>3</sup>	<del>Not more than</del> 1% of Gross Sales; may be increased by Village Inn at any time to a combined maximum with local marketing of 2%	Upon invoicing	Local marketing payable to third-party vendors as required
Extension Fee <sup>1</sup>	50% of the then-current Initial Franchise Fee not including any discounts or reductions	30 days prior to expiration of the term or the first extension term	Paid to Village Inn upon execution of a new Franchise Agreement for the first or second extension term
Extra Manuals <sup>1</sup>	From \$12 to \$110 per manual	Upon invoicing	Cost of manuals, training materials, etc.; the first set of manuals/materials is loaned to you without charge
Training Costs and Opening Assistance Costs	\$65,000 to \$160,000	Upon invoicing	Payable to us or third parties in connection with your initial training and our opening assistance.
Additional Training Fees and Costs	A reasonable fee we determine based on the additional training to be provided.	Upon invoicing	Payable to us or third parties in connection with any additional training you undertake. You are responsible for the expenses you or your trainees incur in connection with such additional training.
Extraordinary Operating Assistance <sup>1</sup>	Actual costs incurred by Village Inn	Upon invoicing	Costs include transportation, meals, lodging, and gross wages of Village Inn employees rendering assistance

We have no obligation to ensure that the Marketing Fee is expended so as to be proportionate or equivalent to the fees paid by you or that any particular amount is spent in the Franchised Area.

Each Village Inn franchise granted under this offering must pay to Village Inn a weekly marketing/advertising Marketing Fee of ~~not more than 0.51%~~ 1% of the Gross Sales for that restaurant. Company-owned Restaurants contribute the same rate as other Village Inn franchisees.

Additionally, franchisees must spend a minimum of 1% of their Gross Sales annually in each franchise location for local marketing and advertising promotions. All strategies and productions for local marketing shall require Village Inn's prior approval (which will not be unreasonably withheld) except for promotions or materials already initiated, implemented, or approved by Village Inn.

If a regional marketing/advertising cooperative is established by Village Inn that covers the market in which your Restaurant is located, then you will be required to participate in and contribute up to 1% of your annual Gross Sales to such regional marketing/advertising cooperative.

Also, if Village Inn establishes 300 Village Inn owned and franchised restaurants combined in at least 25 states, each franchisee may in our sole discretion be required to participate in and contribute up to 1% of its annual Gross Sales in each franchise location, to a national cooperative established by Village Inn for which such contributing franchisee will have one vote, for each restaurant owned, in determining how much money should be spent on national advertising or promotions of the Village Inn brand. Village Inn owned restaurants do not contribute to these cooperatives.

Village Inn will use the fees paid by franchisees for marketing studies, creation of promotional materials, and other services (material production, administrative support, etc.) and to purchase advertising time and space in national, regional, or other advertising media (television, radio, and print) to promote Village Inn Restaurants. The fees will also be used to pay the costs and overhead of Village Inn's in-house Village Inn marketing department and advertising agencies. You may develop advertising materials for your own use, at your own cost, but prior to use, we must approve the materials in writing.

The marketing/advertising fees are placed into a bank account, and they are accounted for on Village Inn's books as a separate line item. Village Inn will provide to contributing franchisees within 120 days after the end of Village Inn's fiscal year an accounting of the use of those fees paid by franchisees to Village Inn. If there is a credit balance in that account at the end of any fiscal year, that credit balance shall be retained for future expenditures. During the year ended January 1, 2025, \$696,554.04 in marketing/advertising fees were paid by franchisees. Village Inn, out of their general funds, spent a total of \$1,324,600 on marketing and advertising programs related to Village Inn Restaurants, which is approximately \$6,056.99 per company-operated Village Inn Restaurant (based on number operating at the end of the fiscal year). Of that amount, approximately, \$21,891 or 2%, was spent on production; approximately \$67,488 or 5%, was spent on media placement, approximately \$733,474 or 58% was spent on innovation, and approximately \$441,386, or 35% was spent on administration of the fund, which costs were absorbed by Village Inn as overhead. None of the advertising described in this paragraph is principally a solicitation for the sale of franchises.

~~conducted under the supervision of Adam Lehr suitable instructor provided by Franchisor. Mr. Lehr has been BBQ's Co-Chief Operating Officer since October 2022 and prior to that was the Senior Vice President of Operations over both corporate and franchise restaurants since January 2020. Since joining BBQ in 2018, he was also involved with various franchise operations as both the Director of Operations and as an FBC. Prior to joining BBQ, Mr. Lehr was the Director of Franchise Operations for the University of Minnesota where we oversaw 18 different franchise operations, including Chick-Fil-A, Papa John's, Subway, Starbucks and more. Mr. Lehr has also owned his own restaurant and has been involved in developing, opening and running profitable restaurant concepts since 2005. All instruction will be conducted by instructors who have experience with Village Inn and/or with restaurant operations. Our instructors have been adequately trained in the ownership and operation of a Village Inn franchise, including having, at a minimum, completed the entire Training Program, and having experience in training each of the subjects listed in the table above.~~

Village Inn does not charge tuition for training of your initial Director of Operations and two managers. However, you are responsible for all costs incurred by you and your employees during training. These costs include wages, benefits, workers compensation insurance, transportation, lodging, meals, and other living expenses.

From time to time, but not more than once a year, Village Inn may require your Director of Operations and your managers, at your cost and expense, to attend and successfully complete refresher or additional courses. Additionally, Village Inn may also provide specific training programs on a space-available basis, at your expense. We encourage your attendance at these supplemental training programs.

For a minimum of 18 business days during the pre- and post-opening period of the Restaurant, we will provide you, at your Restaurant's premises and at your expense, a new restaurant opening assistance team consisting of at least 10 persons for the purpose of facilitating the opening of the Restaurant. During this period, our team members will also assist you in establishing and standardizing procedures and techniques essential to the operation of the Restaurant and will assist in training personnel. You will reimburse us for our opening assistance team members' travel, lodging, meals and other expenses incurred, but we will not charge you for our team members' salaries during such opening assistance period. We may reduce or eliminate our new restaurant opening assistance to you if you or your affiliates have previously opened and are operating Restaurants.

All training and pre- and post-opening programs are subject to change due to COVID-19 restrictions on us and/or your ability to travel for training and pre- and post-opening assistance.

#### COMPUTER SYSTEMS:

We require that you operate a fully functional POS and back office system (the "Point of Sale Computer System"), including credit card processing, related systems that track sales and other point-of-purchase information, and telecommunications infrastructure that is compatible with our infrastructure and meets all necessary security and compliance requirements.

## 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.

In Iowa and New York, VI BrandCo, LLC must give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. In Michigan, VI BrandCo, LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If VI BrandCo, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, we may have committed a violation of federal or state law which you should report to the Federal Trade Commission, Washington, D.C. 20580 or the appropriate state agency listed in Exhibit F.

The name(s), address(es) and telephone number(s) of the franchise seller(s) is(are):

\_\_\_\_\_

Date of Issuance: March 28, 2025, as amended October 10, 2025.

The name and address of our registered agent authorized to receive service of process is shown in Exhibit G.

I have received a Village Inn Franchise Disclosure Document dated March 28, 2025, as amended October 10, 2025. This Disclosure Document includes the following Exhibits:

Exhibit A	Franchise Agreement
Exhibit B	Intentionally Omitted
Exhibit C	Franchisees of Village Inn Restaurants/Franchisees That Have Left the System
Exhibit D-1	Financial Statements
Exhibit D-2	Guarantee of Performance
Exhibit E	ACH Fund Transfer Authorization
Exhibit F	State Administrators
Exhibit G	Agents for Service of Process
Exhibit H	State Addenda to Disclosure Document

**PROSPECTIVE FRANCHISEE:**

**PROSPECTIVE FRANCHISEE:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please return the signed and dated Receipt to VI BrandCo, LLC by mail to 12701 Whitewater Drive, Suite 100, Minnetonka, MN 55343-4164

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**PROSPECTIVE FRANCHISEE:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please keep this Receipt for your records.