FRANCHISE DISCLOSURE DOCUMENT

Roni's Mac Bar Franchising, LLC
a Texas Limited Liability Company
720 Franklin Avenue, Waco, TX 76701
Telephone: 254-218-5954
Email: frank@ronismacbar.com
ronismacbar.com

A Roni's Mac Bar franchised business offers a fast-casual restaurant featuring build-your-own mac and cheese and other menu items.

The total investment necessary to begin the operation of a Roni's Mac Bar franchise is $~~138,750 - $217~~135,250 - $225,800. This includes $49,000 that must be paid to the franchisor and its affiliate(s).

The total investment necessary to begin the operation of a Roni's Mac Bar area development business is $~~176,750 - $255~~124,250 to $214,800 for a minimum of 3 Roni's Mac Bar outlets. This includes $38,000 that must be paid to the franchisor and its affiliate(s). If you develop four or more Roni's Mac Bar outlets, you will pay $6,500 per additional outlet to the Franchisor and its affiliates upon entry into an 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 government 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 Frank Senese at 720 Franklin Avenue, Waco, TX 76701, and 254-218-5954.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts 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, 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: ~~July 17, 2024~~April 30, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or ~~EXHIBIT G.~~EXHIBIT D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or ~~EXHIBIT I~~EXHIBIT E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Roni's Mac Bar business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Roni's Mac Bar Franchising, LLC franchisee?	Item 20 or ~~EXHIBIT G and EXHIBIT H~~EXHIBIT D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in ~~EXHIBIT F.~~EXHIBIT C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. 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 Texas than in your own state.

2. **Financial Condition.** The franchisors financial condition, as reflected in its financial statements (see Item 21), calls into question the ~~franchisor's~~franchisors financial ability to provide services and support to you.

3. **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.

4. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisors right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer~~.~~

~~6. **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 spouses marital and personal assets, perhaps including your house, at risk if your franchise fails.~~

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.

TABLE OF CONTENTS

ITEM PAGE

~~ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES ..... 6~~
~~ITEM 2. BUSINESS EXPERIENCE ..... 8~~
~~ITEM 3. LITIGATION ..... 8~~
~~ITEM 4. BANKRUPTCY ..... 8~~
~~ITEM 5. INITIAL FEES ..... 8~~
~~ITEM 6. OTHER FEES ..... 10~~
~~ITEM 7. ESTIMATED INITIAL INVESTMENT ..... 15~~
~~ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ..... 20~~
~~ITEM 9. FRANCHISEE'S OBLIGATIONS ..... 23~~
~~ITEM 10. FINANCING ..... 25~~
~~ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING ..... 25~~
~~ITEM 12. TERRITORY ..... 32~~
~~ITEM 13. TRADEMARKS ..... 35~~
~~ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ..... 37~~
~~ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..... 38~~
~~ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ..... 39~~
~~ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ..... 39~~
~~ITEM 18. PUBLIC FIGURES ..... 51~~
~~ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS ..... 51~~
~~ITEM 20. OUTLETS AND FRANCHISEE INFORMATION ..... 54~~
~~ITEM 21. FINANCIAL STATEMENTS ..... 57~~
~~ITEM 22. CONTRACTS ..... 57~~
~~ITEM 23. RECEIPT ..... 58~~

ITEM 1. FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES 8
ITEM 2. BUSINESS EXPERIENCE 9
ITEM 3. LITIGATION 10
ITEM 4. BANKRUPTCY 10
ITEM 5. INITIAL FEES ..... **ERROR! BOOKMARK NOT DEFINED.**
ITEM 6. OTHER FEES 12
ITEM 7. ESTIMATED INITIAL INVESTMENT 18
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 25
ITEM 9. FRANCHISEE'S OBLIGATIONS 28
ITEM 10. FINANCING 30

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 31
ITEM 12. TERRITORY 39
ITEM 13. TRADEMARKS 43
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 45
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 46
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 47
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 47
ITEM 18. PUBLIC FIGURES 62
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 62
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 66
ITEM 21. FINANCIAL STATEMENTS 69
ITEM 22. CONTRACTS 69
ITEM 23. RECEIPT 70

EXHIBITS

~~EXHIBIT A. FRANCHISE AGREEMENT~~
~~EXHIBIT B. AREA DEVELOPMENT AGREEMENT~~
~~EXHIBIT C. PERSONAL GUARANTY~~
~~EXHIBIT D. RESTRICTIVE COVENANT AGREEMENT~~
~~EXHIBIT E. POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER~~
~~EXHIBIT F. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS~~
~~EXHIBIT G. LIST OF FRANCHISEES~~
~~EXHIBIT H. LIST OF FRANCHISEES THAT LEFT THE SYSTEM~~
~~EXHIBIT I. FINANCIAL STATEMENTS~~
~~EXHIBIT J. TABLES OF CONTENTS OF OPERATING MANUAL~~
~~EXHIBIT K. STATE SPECIFIC ADDENDUMS~~

~~THE~~

Exhibit A – Franchise Agreement
Exhibit B – Area Development Agreement
Exhibit C – Agencies/Agents for Service of Process
Exhibit D – Franchised Outlets
Exhibit E – Financial Statements
Exhibit F – Operations Manual Table of Contents
Exhibit G – State Addenda
Exhibit H – Franchisee Acknowledgement Statement
Exhibit I – Receipt

ITEM 1. FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor.

To simplify the language in this disclosure document, "Roni's Mac Bar Franchising, LLC," "Roni's Mac Bar," "we," or "us" means Roni's Mac Bar Franchising, LLC, the franchisor. "You" means the business entity that buys the franchise and includes each entity's partner, shareholder, member, or other owners. Roni's Mac Bar Franchising, LLC is a Texas Limited Liability Company formed on May 4, 2023. Our principal office is located at 720 Franklin Avenue, Waco, TX 76701. Our agents for service of process are listed in ~~EXHIBIT F.~~Exhibit C.

Predecessors, Parents, and Affiliates.

We do not have any parents. We do not have and have not any predecessors during the 10-year period immediately before the close of our most recent fiscal year.

We do not have any affiliates, parents, or predecessors that offer franchises in any other line of business.

Currently, we do not have any affiliates, parents, or predecessors that are approved suppliers of products or services to our franchises.

Our affiliates, Seneco Operations, LLC, have operated businesses like the Roni's Mac Bar franchises offered in this disclosure document since February 2022.

The Roni's Mac Bar marks are owned by our affiliate, Ronis Mac Bar A Series Of Seneco Operations A Texas Series LLC.

Our Other Business Activities.

We do not conduct business in any other line of business, and we do not offer franchises in any other line of business. We are the provider of the initial POS hardware and software to Roni's Mac Bar franchisees.

Our Business and the Franchise Offered.

We do business under the name Roni's Mac Bar and no other names. A Roni's Mac Bar franchised business offers a fast-casual restaurant featuring build-your-own mac and cheese and other menu items. We offer the franchises under the form of a franchise agreement attached to this disclosure document (the "Franchise Agreement").

As a Roni's Mac Bar franchisee, you will use specialized business formats and systems called the "System," which we may modify, supplement, and update. You will use certain trademarks and other commercial symbols referring to the Roni's Mac Bar brand, products, and services, which we call the "Marks." Roni's Mac Bar Franchised Businesses must provide all and only Roni's Mac Bar products and services unless we consent in writing.

If you desire and qualify to develop multiple Roni's Mac Bar Franchised Businesses, we offer the opportunity to enter into an Area Development Agreement with us (the "Area Development Agreement"). Under an Area Development Agreement, you are granted the ability to develop multiple Roni's Mac Bar

Franchised Businesses within a designated area (the "Development Area") per a development schedule specified in the Area Development Agreement (the "Development Schedule"). Our current form of Area Development Agreement is attached as Exhibit "B" to this Disclosure Document.

For each Franchised Business you open, you must sign a then-current form of the Roni's Mac Bar Franchise Agreement. For each future unit franchise agreement, you may be required to sign a form of the franchise agreement different from the franchise agreement included in this disclosure document. If you do not open your Franchised Businesses per the Development Schedule, we may terminate the Area Development Agreement, and you will lose the ability to develop other Roni's Mac Bar Franchised Businesses under the Area Development Agreement; we may keep the full development fee, which you paid; however, the Franchise Agreements for the Roni's Mac Bar Franchised Business already opened will not be terminated, because you did not follow the Development Schedule.

We may continue to develop new products and services, but we are not obligated to do so. If we do develop new products or services, we may offer you the opportunity to provide such products or services, but we are not required to offer you such an opportunity, and if we do, we may require you to take additional training, pay additional fees, sign additional agreements, or meet other requirements.

You have no obligation or right to open any additional Roni's Mac Bar Franchised Businesses unless you sign an Area Development Agreement.

Industry-Specific Regulations.

In addition to laws governing business generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, your Roni's Mac Bar Franchised Business will be subject to and have to comply with local ordinances and other permit and licensure requirements for restaurants, including a food service license, food handler permit and regulations.
There may also be state and local statutes, regulations, laws, licensure requirements, and ordinances specific to your state or local area. You are responsible for investigating and complying with all laws affecting your Franchised Business.

General Description of the Market and Competition.

The market for goods and/or services that the franchised business industry will offer is fairly competitive with competition from local restaurants and national brands. The mac and cheese industry is not seasonal.

The target audience for Roni's Mac Bar businesses is all people, but persons between the ages of 18 to 24 is Roni's Mac Bar's largest demographics, including lots of college students.

Prior Business Experience.

Our affiliates, Seneco Operations, LLC, have operated businesses like the Roni's Mac Bar franchises offered in this disclosure document since February 2022.

We began offering Roni's Mac Bar franchises as described in this disclosure document on May 12, 2023.

~~ITEM 2. BUSINESS EXPERIENCE~~

ITEM 2. BUSINESS EXPERIENCE

Frank Senese, Chief Executive Officer (CEO)

Mr. Senese is and has been our and our affiliates, Seneco Operations, LLC, CEO since February 2022, and our inception on May 4, 2023, respectively. Mr. Senese was Chief Operating Officer of Dough Re Mi, located in Waco, Texas, from March 2021 until October 2023. Prior, Mr. Senese was Director of Operations with Fuego Tortilla Grill in Waco, TX, from March 2020 to March 2021, and General Manager with Moroso's in Waco, TX from November 2019 to March 2020, Manager of Cracker Barrel, Gallatin, Tennessee from July 2018 to November 2019, and District Manager and General Manger for Dominos Team Murph in Nashville, Tennessee from December of 2015 July 2018.

Mary Senese, Chief ~~Operations~~Operating Officer (COO)

Ms. Senese is and has been our and our affiliates, Seneco Operations, LLC, COO since November 2023. Prior to being COO, Ms. Senese served as our and our affiliates ~~Chief Administrative Officer~~ ------ (CAO) from February 2022 to November 2023 and our inception in May 4, 2023, respectively. Ms. Senese is also CEO of Dough Re Mi, located in Waco, Texas, since December 2019. Prior, Ms. Senese was an HR Assistant with Team Murph in Nashville, TN, from to January 2018 to October of 2018.

Christopher Rongey, Franchise Representative

Mr. Rongey is and has been our Franchise Representative since October 2023. Prior to being Franchise Representative, Mr. Rongey served as our General Manager in Waco, TX, from September 2022 to October 2023, and Assistant Manager from May 2022 to September 2022. Prior, Mr. Rongey was an Assistant Manager for Dough Re Mi in Waco, TX, from August 2021 to May 2022, a Sales Associate for Lowe's Home Improvement from October 2020 to August 2021, and a Team Member for Culver's from July 2019 to October 2020.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this item.

~~**ITEM 4. BANKRUPTCY**~~

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this item.

ITEM 5. INITIAL FEES

~~**Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise**~~

~~**agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.**~~

Initial Franchise Fee.

The Roni's Mac Bar initial franchise fee is $49,000. The initial franchise fee is uniformly charged for all franchises currently being offered. You must pay the initial franchise fee in full when you sign the franchise agreement. The initial franchise fee is considered fully earned and is nonrefundable.

Area Development Fee.

The Area Development Fee is $38,000 for a mandatory development obligation of three (3) Roni's Mac Bar Franchised Businesses. The Area Development Fee includes a full initial franchise fee of $25,000 for the first Roni's Mac Bar Franchised Business and a partial payment of $6,500 for each of the second and third Roni's Mac Bar Franchised Businesses, which will be credited towards the initial franchise fees payable upon execution of the second and third Roni's Mac Bar Franchised Businesses. Should the development obligation exceed three (3) Roni's Mac Bar Franchised Businesses, the Area Development Fee shall be increased by $6,500, which increase shall be credited towards the initial franchise fee of $16,000 for each such additional Roni's Mac Bar Franchised Business.

Under an Area Development Agreement, you must develop a minimum of three (3) Roni's Mac Bar Franchised Businesses. There is no maximum number of additional Roni's Mac Bar Franchised Businesses that you may develop under an Area Development Agreement. The total Area Development Fee is based on the number of additional franchises you purchase. We offer discounted fees where you choose to enter into an Area Development Agreement. For example, if you enter an Area Development Agreement for three Roni's Mac Bar Franchised Businesses, the Area Development Fee will be $38,000, which includes the full initial franchise fee for the first Roni's Mac Bar Franchised Business and a partial payment of $6,500 for each of the second and third Roni's Mac Bar Franchised Businesses. If you purchase a fourth additional franchise, the Area Development Fee will be $44,500, which will also include a partial payment of $6,500 to be credited toward the initial franchise fee for the fourth franchise. The balance of the initial franchise fees of $16,000 for each of the second, third, and fourth (if applicable) are due at the time of execution of the franchise agreements for these Roni's Mac Bar Franchised Businesses. The Area Development Fee is uniformly charged for all Area Development Agreements currently being offered. The Area Development Fee is considered fully earned and non-refundable upon payment.

~~Veterans Discount~~

~~We offer a 20% discount on the Initial Franchise Fee to honorably discharged U.S. military veterans as an appreciation and financial incentive.~~

~~Employee Discount~~

~~We offer a 50% discount on the Initial Franchise Fee to qualifying Roni's Mac Bar employees as a thank-you and financial incentive~~

Other Initial Fees.

A Startup Package that includes the basic essentials of the Roni's Mac Bar POS hardware and software is provided to you by us.

Veterans Discount.

We offer a 20% discount on the Initial Franchise Fee to honorably discharged U.S. military veterans as an appreciation and financial incentive.

Employee Discount

We offer a 50% discount on the Initial Franchise Fee to qualifying Roni's Mac Bar employees as a thank-you and financial incentive

We reserve the option to discount initial fees, discontinue discount(s) offers at any time, or offer new discounts in the future.
The initial fees are not refundable under any circumstances. Except as explained and listed above, the Initial fees are uniformly calculated for all Franchised Businesses currently being offered.

~~**ITEM 6. OTHER FEES**~~

ITEM 6. OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	5.9% of Gross ~~Revenues[1]~~Revenue[1] each week after opening	Monday of each week	Royalty Fees are payable by electronic funds transfer.
Late Fees	$100	Upon demand	A late fee must be paid on any payment to us that is more than 5 days late.
Interest	18% per annum	Upon demand	In addition to the Late Fee, interest is assessed on any payment to us that is more than 30 days late. The interest accrues from the date the payment was due.
~~Insurance[2]~~Insurance[2]	Amount of premium paid by Roni's Mac Bar Franchising, LLC plus 20%	Upon demand	If you do not purchase insurance coverage as required, you must reimburse us this amount to secure insurance coverage.

Name of Fee	Amount	Due Date	Remarks
Non-Sufficient Funds Fee	$50	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for non-sufficient funds, for each occurrence, we may charge you a Non-sufficient Funds Fee.
Delinquent Report Submission	$10 per day	Upon demand	If you fail to submit a report to us by more than 5 days late from when it was due, you must pay us this amount.
Additional Training and ~~Conventions[3]~~Conventions[3]	$400 per day plus travel expenses for additional onsite support; $400 per attendee- of additional training, national conventions, and for new or replacement managers to attend the initial training	Upon your registration for the training or convention	You must pay the current training fee for training and support beyond the initial training and National Conventions.
Transfer Fee (Franchise Agreement)	$20,000	Upon Franchisee's request for consent to the proposed transfer of franchise or Area Development Agreement	A transfer includes any sale, assignment, conveyance, giving away, pledging, mortgaging, or otherwise encumbering any interest in ownership in the Franchised Business, Franchise Agreement, or Area Development assets outside of the ordinary course of business or ownership rights. The Transfer Fee is non-refundable

Name of Fee	Amount	Due Date	Remarks
Transfer Fee (ADA)	$10,000	Upon Developer's request for consent to the proposed transfer of Area Development Agreement	A transfer includes any sale, assignment, conveyance, giving away, pledging, mortgaging, or otherwise encumbering any interest in ownership in the Area Development assets or any Franchised Businesses developed thereunder outside of the ordinary course of business or ownership rights. The Transfer Fee is non-refundable
Renewal Franchise Fee	$20,000 or $10,000 where the Franchise Agreement was signed pursuant to an Area Development Agreement	At least 9 months before the expiration of the franchise	To renew your franchise, you must pay this fee and meet the conditions listed in the Franchise Agreement.
Interim Franchise Royalty Fees	Franchisor's then-current Royalty Fee plus 2%	Monday of each week when applicable	An Interim Franchise Fee applies if your Franchise Agreement expires, no renewal franchise agreement is signed, and you continue the franchise business operation.
Relocation Fee	~~Reimbursement~~10% of ~~Franchisor's~~the then-current Initial Franchise Fee, plus costs and expenses ~~incurred for reviewing or approving the relocation~~ .	When applicable	~~If you relocate your franchise business, you must reimburse us for the cost and expenses we incur in connection with your relocation.~~This fee is due if we approve your request to relocate your Roni's Mac Bar outlet.

Name of Fee	Amount	Due Date	Remarks
Supplier Approval	Reimbursement of costs and expenses Franchisor incurs in approving a supplier	When applicable	If you want us to approve a supplier for the purchase of a designated product or service other than the supplier we designate, we may require that you reimburse us for the costs and expenses we incur in approving the supplier.
Step-In Right ~~Expenses[4]~~Expenses[4]	Franchisor's personnel and administrative and travel costs, plus fifteen percent (15%) of that Gross Revenues	As incurred	If you are absent, ill, or unable to operate the Franchised Business or fail to pay taxes or required amounts, or the Franchised Business is having a significant negative impact on the Roni's Mac Bar System, we may step-in, and you must reimburse us our costs and expenses.
Audit	All costs of inspection and audit	Upon demand	You must reimburse us for audit expenses if the audit is initiated due to your non-compliance with the terms herein or the Operating Manual or if an inspection reveals an understatement of Gross Revenues by 3% or more.
System Standard Violation	All costs of inspection and audit	Upon demand	If you fail to adhere to the System Standards, you must reimburse us for any and all costs and expenses associated with counsel, inspection, support, secret shopper costs, assistance, and enforcement rendered to and against Franchisee regarding said System Standards violation and/or non-compliance.
Cost of Enforcement	Cost including attorney fees	Upon demand	If we prevail, you must reimburse us for all costs to enforce obligations under the

Name of Fee	Amount	Due Date	Remarks
			Franchise Agreement.
Indemnification	Cost including attorney fees	Upon demand	You must defend suits at your cost and hold us harmless against suits involving ~~damages~~damage resulting from your operation of the Franchised Business.
Sales/Use ~~Taxes[5]~~Taxes[5]	The amount of federal, state, and local taxes levied on the Royalty Fees paid to Franchisor and other monies paid to Franchisor	Payable with your royalty fee	You must pay any state or local sales or use tax that may be assessed on fees paid to us.

Notes:

~~[1]"Gross Revenues" means any and all money and other consideration you receive in connection with the ownership or operation of your Franchised Business and from the sale of any authorized products and services or from the sale of any goods or services under the Marks. Gross Revenues do not include sales or excise taxes that are separately stated and that you are required to collect from customers and pay to a governmental taxing authority.~~

~~[2] You must purchase insurance in the following amounts and coverage: (a) General Liability in the amount of $1,000,000; and (b) Premise Liability in the amount of $1,000,000. The amounts you pay for It are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.~~

~~The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against Our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against You.~~

~~We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.~~

~~Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of your Business. Your policies of insurance will contain a separate endorsement naming us and our affiliates as additional named insureds. You are required to submit an insurance certificate to Our office on an annual basis.~~

~~[3] We provide a tuition-free initial Roni's Mac Bar training program which includes orientation to the Roni's Mac Bar system; customer service; operational management; financial management; computer software use; advertising and marketing; and reporting procedures. The training lasts up to 1 week or less depending on your existing experience level. We provide onsite assistance at our then current rate, which currently is . We offer Initial Franchise Training . We may provide additional training programs at reasonable times and at locations selected by us during the term of the Franchise Agreement and will host national conventions at times and locations selected by us. You must attend the national convention. We may require attendance at other additional training programs. You must pay for all travel, lodging, and other costs of attending training and the national convention.~~

[4] ~~We may step in to operate your Business if we deem necessary to prevent any interruption or harm to Your Business or to the Roni's Mac Bar System. Reasons may include our determination that you: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time. All revenue derived from our operation of Franchised Business will be credited to a separate account for your benefit, but we may pay from that account all expenses, debts, and liabilities that we incur during our operation of Franchised Business.~~

[5] ~~The royalties or other fees you pay to us may be entirely or partially subject to state or local sales or use tax, depending upon the laws in your state. If we are required to pay these taxes in your state, you must add the tax to what you pay us.~~

[1]"Gross Revenues" means any and all money and other consideration you receive in connection with the ownership or operation of your Franchised Business and from the sale of any authorized products and services or from the sale of any goods or services under the Marks. Gross Revenues do not include sales or excise taxes that are separately stated and that you are required to collect from customers and pay to a governmental taxing authority.

[2] You must purchase insurance in the following amounts and coverage: (a) General Liability in the amount of $1,000,000; and (b) Premise Liability in the amount of $1,000,000. The amounts you pay for It are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against Our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against You.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of your Business. Your policies of insurance will contain a separate endorsement naming us and our affiliates as additional named insureds. You are required to submit an insurance certificate to Our office on an annual basis.

[3] We provide a tuition-free initial Roni's Mac Bar training program which includes orientation to the Roni's Mac Bar system; customer service; operational management; financial management; computer software use; advertising and marketing; and reporting procedures. The training lasts up to 1 week or less depending on your existing experience level. We provide onsite assistance at our then current rate. We offer Initial Franchise Training. We may provide additional training programs at reasonable times and at locations selected by us during the term of the Franchise Agreement and will host national conventions at times and locations selected by us. You must attend the national convention. We may require attendance at other additional training programs. You must pay for all travel, lodging, and other costs of attending training and the national convention.

[4] We may step in to operate your Business if we deem necessary to prevent any interruption or harm to Your Business or to the Roni's Mac Bar System. Reasons may include our determination that you: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time. All revenue derived from our operation of Franchised Business will be credited to a separate account for your benefit, but we may pay from that account all expenses, debts, and liabilities that we incur during our operation of Franchised Business.

[5] The royalties or other fees you pay to us may be entirely or partially subject to state or local sales or use tax, depending upon the laws in your state. If we are required to pay these taxes in your state, you must add the tax to what you pay us.

All fees are nonrefundable and uniformly imposed on all new franchisees. Some franchisees under future versions of our franchise agreement or by negotiated agreements may be obligated to pay more, less, or different fees than listed here.

ITEM 7. ESTIMATED ~~INITIAL INVESTMENT~~INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(Single Unit)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise ~~Fee[1]~~Fee[1]	$49,000	Lump-sum via Check or Wire	Upon Signing the Franchise Agreement	Us
Leasehold Improvements	$7,000 to $~~35~~45,000	As incurred	Before Beginning Operations	Lessor or Contractors
Real Estate/~~Rent[2]~~ Rent[2]	$5,000 to $16,000	As incurred	Before Beginning Operations	Lessor
Utility ~~Deposits[3]~~Deposit	$0 to $1,500	As incurred	Before Beginning	Utilities

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
s[3]			Operations	
Furniture, Fixtures & ~~Equipment[4]~~Equipment[4]	$30,000 to $50,000	As incurred	Before Beginning Operations	Suppliers
Initial ~~Inventory[5]~~ Inventory[5]	$5,000 to $7,000	As incurred	Before Beginning Operations	Suppliers
~~Insurance[6]~~Insurance[6]	$250 to $-400	As incurred	Before Beginning Operations	Insurance Companies
~~Signage[7]~~Signage[7]	$~~7,500~~4,000 to $~~14~~12,000	As incurred	Before Beginning Operations	Suppliers
Office Equipment & ~~Supplies[8]~~Supplies[8]	$200 to $400	As incurred	Before Beginning Operations	Suppliers
Computer Equipment (Hardware, Software, POS System, etc.)~~[9]~~[9]	$1,000 to $3,000	As incurred	Before Beginning Operations	Suppliers
Pre-Opening ~~Expenses[10]~~Expenses[10]	$1,000 to $2,000	As incurred	Before Beginning Operations	Us and/or Suppliers
~~Training[11]~~ Training[11]	$0 to $1,000	As incurred	Before Beginning	Airlines, Hotels, and other

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
			Operations	Suppliers
Marketing	$7,000	As Incurred	-	-
Licenses & ~~Permits[12]~~Permits[12]	$200 to $500	As incurred	Before Beginning Operations	Licensing Authorities
Legal & ~~Accounting[13]~~Accounting[13]	$600 to $1,000	As incurred	Before Beginning Operations	Attorney, Accountant
Additional Funds ~~–~~- three ~~months[14]~~months[14]	$25,000 to $30,000	As incurred	As Necessary	Us, Vendors, Lessor, Etc.
TOTAL	**$~~138,750~~135,250 to $~~217~~225,800**			

YOUR ESTIMATED INITIAL INVESTMENT
(Area Development – 3 or more outlets)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Development ~~Fee[1]~~Fee[1]	$38,000	Lump-sum via Check or Wire	Upon Signing the Area Development Agreement	Us
Cost of first Roni's Mac Bar Franchised	$~~138,750~~86,250 to $~~217~~176,800	As incurred	As incurred	Lessor or Contractors;

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Business				Us
TOTAL	**$~~176,750~~124,250 to $~~255~~214,800**			

Notes:
[1] The development fee is considered fully earned and is nonrefundable. Please see Item 5 for information on incentive programs that may offer a discount on the initial franchise fee. The amounts stated in the single unit table is for one outlet operated pursuant to a single Franchise Agreement. The amount stated in the Area Development Agreement table assumes you will develop the minimum of three (3) Roni's Mac Bar outlets. The Development Fee payable will be increased by $6,500 for each additional Roni's Mac Bar outlet to be developed by you pursuant to your Area Development Agreement beyond these three (3) outlets.

[2] The site for your Franchised Business is a Restaurant, which is a 300 to 2,000 square feet standalone building or space within a shopping center or food hall. The upper estimate is based on an assumption that you will have to pay a higher security deposit in addition to rent and the lower estimate is based on a lower security deposit. Some lessors may refund the security deposit if you cancel the lease before you occupy the sites.

[3] If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas, and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information.

[4] You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your Business in accordance with Roni's Mac Bar standards and specifications. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers, and other related factors. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return policy of the suppliers at or before the time of purchasing or leasing. We reserve the right to require that you purchase your furniture, fixtures and equipment from us or our affiliate.

[5] You must purchase an initial inventory for your Business. The money you pay for inventory items may not be refundable depending on the purchase arrangements. Factors determining whether inventory are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. A Startup Package that includes the Roni's Mac Bar POS hardware and software is provided to you by us. The cost of the Startup Package is included in the Initial Franchise Fee. The amount charged for this Package is uniformly charged all franchisees and is nonrefundable.

[6] You must purchase insurance in the following amounts and coverage: (a) General Liability in the amount of $1,000,000; and (b) Premise Liability in the amount of $1,000,000. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

We ~~Notes:~~

~~[1] The development fee is considered fully earned and is nonrefundable. Please see Item 5 for information on incentive programs that may offer a discount on the initial franchise fee. The amounts stated in the single unit table is for one outlet operated pursuant to a single Franchise Agreement. The amount stated in the Area Development Agreement table assumes you will develop the minimum of three (3) Roni's Mac Bar outlets. The Development Fee payable will be increased by $6,500 for each additional Roni's Mac Bar outlet to be developed by you pursuant to your Area Development Agreement beyond these three (3) outlets.~~

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~~[3] If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas, and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information.~~

~~[4] You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your Business in accordance with Roni's Mac Bar standards and specifications. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers, and other related factors. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return policy of the suppliers at or before the time of purchasing or leasing. We reserve the right to require that you purchase your furniture, fixtures and equipment from us or our affiliate.~~

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~~The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.~~

~~We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.~~

~~Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of your Business. Your policies of insurance will contain a separate endorsement naming us and our affiliates as additional named insureds. You are required to submit an insurance certificate to our office on an annual basis.~~

~~[7] This range includes the cost of all signage used in your Business. The signage requirements and costs will vary based upon the size and location of the Site, local zoning requirements, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. We must approve all signage before you order it.~~

~~[8] You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include market conditions, competition amongst suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.~~

~~[9] You must purchase the computer equipment, hardware, and software necessary for operating the franchise. We currently require you to have and use Toast, 1 or 2 terminals and 1 or 2 kitchen display screens, an optional kiosk, and 3 televisions (1 for menu, 2 for advertising).~~

~~We do not know if the amounts you pay for the computer equipment may be refundable. The amounts you pay for computer equipment are typically non-refundable, or if refundable, may be subject to a "restocking" fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. You must use the POS system that we designate.~~

~~[10] Included in this estimate are expenses related to pre-opening payroll, cleaning and preparation, telephone and other communication expenses, and electricity. Monies paid for pre-opening payroll, cleaning and preparation, telephone and other communication expenses, and electricity are typically not refundable.~~

~~[11] The cost of initial training for you and your Franchised Business Designated Manager and Franchised Business owners is included in the Initial Franchise Fee. The amount in the table above reflects your travel and stay expenses during the initial training. You must pay us additional tuition for additional trainees beyond you and your designee at our then-current rate, which is currently $400 per training, per person and $400 per day plus travel expenses for onsite training. Monies paid for travel may be refundable if you have or purchase travel insurance or by policy of the hotel or airline. You should contact the airline or hotel for more information.~~

~~[12] State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.~~

~~[13] You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring.~~

[14] ~~We recommend that You have a minimum amount of money available to cover operating expenses, including additional inventory, supplies, professional fees, and employees' salaries for the 3 months for working capital when commence operation of the Franchised Business and at all times during the tenure of your Franchised Business operations. The predominant factors for calculating the 3-month estimate are amounts paid for employee wages and inventory. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable. In compiling this chart, we relied on research and investigation regarding the operating history, knowledge and experience of similar Businesses and the startup operation of Roni's Mac Bar businesses.~~

~~ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES~~

may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of your Business. Your policies of insurance will contain a separate endorsement naming us and our affiliates as additional named insureds. You are required to submit an insurance certificate to our office on an annual basis.

[7] This range includes the cost of all signage used in your Business. The signage requirements and costs will vary based upon the size and location of the Site, local zoning requirements, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. We must approve all signage before you order it.

[8] You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include market conditions, competition amongst suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[9] You must purchase the computer equipment, hardware, and software necessary for operating the franchise. We currently require you to have and use Toast, 1 or 2 terminals and 1 or 2 kitchen display screens, an optional kiosk, and 3 televisions (1 for menu, 2 for advertising).

We do not know if the amounts you pay for the computer equipment may be refundable. The amounts you pay for computer equipment are typically non-refundable, or if refundable, may be subject to a "restocking" fee. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing. You must use the POS system that we designate.

[10] Included in this estimate are expenses related to pre-opening payroll, cleaning and preparation, telephone and other communication expenses, and electricity. Monies paid for pre-opening payroll,

cleaning and preparation, telephone and other communication expenses, and electricity are typically not refundable.

[11]The cost of initial training for you and your Franchised Business Designated Manager and Franchised Business owners is included in the Initial Franchise Fee. The amount in the table above reflects your travel and stay expenses during the initial training. You must pay us additional tuition for additional trainees beyond you and your designee at our then-current rate, which is currently $400 per training, per person and $400 per day plus travel expenses for onsite training. Monies paid for travel may be refundable if you have or purchase travel insurance or by policy of the hotel or airline. You should contact the airline or hotel for more information.

[12] State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[13] You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring.

[14] We recommend that you have a minimum amount of money available to cover operating expenses, including additional inventory, supplies, professional fees, and employees' salaries for the 3 months for working capital when commence operation of the Franchised Business and at all times during the tenure of your Franchised Business operations. The predominant factors for calculating the 3-month estimate are amounts paid for employee wages and inventory. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable. In compiling this chart, we relied on research and investigation regarding the operating history, knowledge and experience of similar Businesses and the startup operation of Roni's Mac Bar businesses.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications.

You must comply with Roni's Mac Bar uniform specifications, standards, operating procedures, and rules for the development and operation of your Roni's Mac Bar Franchised Businesses (collectively referred to as System Standards). System Standards are described in the Roni's Mac Bar Operating Manual and otherwise communicated to you. The Roni's Mac Bar System and Operating Manual are occasionally updated, supplemented, modified, and enhanced.

Current Specification.

Below is a listing of Roni's Mac Bar specifications and System Standards for the identified categories.
Insurance.

You must provide us with evidence of insurance in at least the minimum amounts and coverage as follows: (a) General Liability in the amount of $1,000,000; and (b) Premise Liability in the amount of $1,000,000. The Franchisee shall maintain Workman's Compensation, Unemployment Compensation,

disability insurance, social security, and other similar insurance coverage in such amounts as may now or hereafter be required by any applicable law.

Evidence of this insurance must be initially provided at least 10 days before you begin the operation of your Roni's Mac Bar Franchise Business. A renewal certificate must be provided no later than 10 days before the expiration date of each policy. Each required liability insurance policy must name us as an additional insured and provide that we will be given at least 30 days' notice before the policy's cancellation, modification, or amendment.

The site of the Franchise Business.

The site for a Roni's Mac Bar Restaurant Franchised Business is a real property space (the **Site)**. We do not select the site for your Roni's Mac Bar Franchised Business. We approve the Site for your Franchised Business.

Supplies, Fixture, Equipment, Inventory.

All the equipment, supplies, fixtures, inventory, and products for your Franchised Business must comply with Roni's Mac Bar Standards and specifications.

Advertising.

You shall use, display, and publish the Roni's Mac Bar Marks per System Specification. All your Roni's Mac Bar advertising in any medium must be conducted dignifiedly, accurately, and truthfully and conform to all applicable laws and regulations relating to consumer advertising and Roni's Mac Bar System Standards. You must submit to us and obtain our prior approval for all advertising, promotional plans, materials, and other materials displaying the Roni's Mac Bar Marks. You may not use your advertising materials unless we issue you written approval. Post submission to us, we shall, within fifteen (15) days, notify you of approval or disapproval of advertisements.

Computer System.

You must buy and use Toast, 1 or 2 terminals and 1 or 2 kitchen display screens, an optional kiosk, and 3 televisions (1 for menu, 2 for advertising). You may not install or permit to be installed any devices, software, mobile, internet, and other applications, or other programs not approved by us for use with the Computer Systems. From time to time, we may develop or authorize others to develop proprietary software, mobile, internet, and other software programs for use in the Roni's Mac Bar System, which you may be required to purchase or license and use. You may be required to execute any license, sublicense, or maintenance agreement, install, and pay any applicable fees for maintenance, updates, upgrades, and support required by us or any other approved licensor or approved supplier of such proprietary software programs. We are the provider of the initial POS hardware and software to Roni's Mac Bar franchisees.

Gift Cards and Loyalty Programs.

You must participate in all gift certificates, loyalty programs, and gift card administration programs, as we may designate from time to time. You must honor all coupons, gift certificates, loyalty promotions, gift cards, and other programs or promotions we direct. You must fully participate in all guest loyalty, consumer relations management programs (CRM), or frequent customer programs now or in the future adopted or approved by us. You may not create, honor, accept, or issue any gift certificates or gift cards

and may only sell gift certificates or cards that have been issued or approved by us. You must not issue, honor, or accept any coupons or discounts except as approved by us in writing.

Employee Uniforms.

Your Roni's Mac Bar employees and staff may be required to wear uniforms that conform to Roni's Mac Bar specifications, which are contained in the Roni's Mac Bar Operating Manual.

Designated and Approved Suppliers

For any product or service, we designate an approved supplier, you may not purchase these products and services from any other suppliers. We may designate new or different approved suppliers, including designating ourselves or one of our affiliates as an approved supplier of any goods or services.

Currently, we do not have any affiliates, parents, or predecessors that are approved suppliers of products or services to our franchises. We are the provider of the initial POS hardware and software to Roni's Mac Bar franchisees.

The criteria for designating approved suppliers include a supplier's ability to meet quality standards, availability, and consistency of the products or services. The criteria for designating and approving suppliers are not published and are not made available to franchisees. Franchisees may not contract with alternative suppliers for designated products or services.

To approve a supplier, we require a sample of the product(s), information regarding the product or service's quality standards, availability, terms and conditions of purchase, and other information we may request. If desired, we may request a physical inspection of the supplier's place of business or manufacturing facility. Upon submitting samples and information required for approval, we will notify you within 30 days of our approval or disapproval of a supplier. As a condition of approval, we require reimbursing any costs or expenses we incur in approving the supplier. We may revoke the approval of any supplier upon 30 days' written notice to franchisees.

We estimate that assuming the estimated minimum initial costs to begin operations and other financial obligations are within the ranges described in Item 7 of this disclosure document, the proportion of your purchases and leases of goods and services from approved suppliers or of products that meet our specifications to be approximately 75% of all the purchases and leases in establishing your Roni's Mac Bar Franchised Business and approximately 50% of your ongoing costs of operating your Roni's Mac Bar Franchised Business.

~~Neither Roni's Mac Bar Franchising, LLC nor its affiliates~~

During the fiscal year ending December 31, 2024, we derived ~~any~~$8,547.32 in revenue~~, rebates, or other material consideration~~ from required purchases ~~and leases to Roni's Mac Bar franchisees or suppliers in the calendar year~~ by franchisees, which comprised 1.96% of Roni's Mac Bar Franchising, LLC's total revenue of $435,988.02.

~~2023.~~

None of the Roni's Mac Bar Franchising, LLC officers, directors, or managers have an interest in any of the Roni's Mac Bar approved or designated vendors.

You are required to purchase all products from suppliers and vendors that we designate or approve.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. We have arranged for our franchisees to receive a 10% to 20% discount on all purchases from our approved supplier, Performance Foodservice®.

We do not provide a material benefit to franchisees based on a franchisee's purchases of particular products or services or the use of particular suppliers.

~~**ITEM 9. FRANCHISEE'S OBLIGATIONS**~~

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations under these agreements and in other items of this disclosure document.

Unless otherwise noted, the Section references are to those in the Franchise Agreement and Area Development Agreement (ADA).

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
a. Site selection and acquisition/lease	~~Article 4~~Section 8.1	Items 6 and 11
b. Pre-opening purchase/leases	~~Article 6(B)~~Section 8.3, 12.3.1	Item 8
c. Site development and other pre-opening requirements	~~Article 5~~ Section 8.2, 8.3, 12.1.1, 12.1.3 ADA Article 4	Items 6, 7, and 11
d. Initial and ongoing training	Article ~~5~~7	Item 11
e. Opening	~~Article 4(D) and Article 4(E)~~ Section 8.2.3, 8.3 ADA Article 4 and Article 5	Item 11

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
f. Fees	5.1, 5.2.7, Article 6, 8.4, 8.5, 11.4.3 , 12.6, 12.8, 13.3.1, 16.4, 18.1.8, 19.1.5 ADA Article 4	Items 5 and 6
g. Compliance with standards and policies/operating manual	Article ~~6 and~~9, Article ~~7~~12, 19.1.1	Item 11
h. Trademarks and proprietary information	9.4, 12.1.8, Article ~~13~~ 14, 19.2, 19.3, 19.4 ADA Article 2	Items 13 and 14
i. Restrictions on products/services offered	~~Article 12(C)~~12.1.1, 12.1.5, 12.6	Item 16
j. Warranty and customer service requirements	Not Applicable~~Article 12(G)~~	Item 11
k. Territorial development and sales quotas	13.2 ~~Not Applicable~~ ADA Article 5	Item 12
l. Ongoing product/service purchases	~~Article 5, Article 7~~12.1.4, 12.3.5	Item 8
m. Maintenance, appearance, and remodeling requirements	Article ~~6(H)~~9, 12.1.2, 12.1.8	Item 11
n. Insurance	Article ~~11(B)~~15	Items 6 and 8
o. Advertising	12.1.9, Article ~~15~~13	Items 6 and 11

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
p. Indemnification	~~Article 11(A)~~15.6, 16.3.7, 21.1	Item 6
q. Owner's participation/ management/staffing	~~Article 19(A)~~11.1, 11.4, 12.1.6	Items 11 and 15
r. Records and reports	~~Article 10(A)~~12.2	Item 6
s. Inspections and audits	~~Article 10(B)~~9.2, 12.1.7, 12.2.5	Item 17
t. Transfer	Article 16 ADA Article 6	Item 17
u. Renewal	Article ~~2(B)~~5	Item 17
v. Post-termination obligations	Article ~~22(H)~~18	Item 17
w. Non-competition covenants	Article 19 ADA Article 8	Item 17
x. Dispute resolution	Article 20 ADA Article 10	Item 17
y. ~~Other:~~Spouse Guaranty	11.3, Attachment 6~~Not Applicable~~	Item 15~~Not Applicable~~

ITEM 10. FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease, or obligation.

ITEM 11. ~~FRANCHISOR'S~~FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS ~~AND~~AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

1. Pre-Opening Obligations

~~The site for a Roni's Mac Bar Restaurant~~

Before you open your Franchised Business~~ is~~, we will:

~~1.~~ a. provide you with site selection guidelines and approve a ~~real property space (the **Site**). We do not select the site~~location for your ~~Roni's Mac Bar~~ Franchised Business. ~~You will have 6 months from execution of~~Within 90 days of signing the Franchise Agreement~~ to locate~~, you must submit a written request for us to approve which describes the proposed location and providing other information about the site that we reasonably request. We will respond within thirty (30) days, approving the proposed location or disapproving with comment. We consider the following factors in approving a site~~. We approve the Site for your Franchised Business (Article 4 of~~: general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic patterns, condition of premises, tenant mix, and demographic characteristics of the area. If you do not secure a site that meets our approval within one hundred twenty (120) days of signing the Franchise Agreement~~) (Article 5 of the~~, as we may extend in our reasonable discretion, you will be in default and we reserve the right to terminate the Franchise Agreement. We will not own and/or lease a site to you. You are responsible for negotiating a lease with the owner of a site we approve. If you sign our Area Development Agreement~~).~~, we will approve the location and territory of each Roni's Mac Bar outlet you develop in accordance with our then-current standards. (Franchise Agreement, Sections 8.1.2, 8.1.3, 10.1).

~~2. For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect (Article 4 of the Franchise Agreement).~~

~~3. We provide you with the standards, specifications, and a list of designated and approved suppliers for all décor, equipment, signs, fixtures, opening inventory, supplies, products, and other materials you will need to operate the franchised business. We do not deliver or install equipment for your site. Currently, we do not have any affiliates, parents, or predecessors that are approved suppliers of products or services to our franchises. We are the provider of the initial POS hardware and software to Roni's Mac Bar franchisees. Delivery is provided, but not installation. (Article 4 of the Franchise Agreement).~~

~~4. We provide a listing of all products and services that your Franchised Business may offer (Franchise Agreement Article 4).~~

~~We provide final written approval before opening your Roni's~~

b. provide you with specifications for the layout, design, appearance, and signage for your Roni's Mac Bar outlet, approve your architect and contractor(s), and, at our discretion, make on-site inspections of your construction progress. You, your architect, and your contractor are required to adapt our specifications for the construction of your premises and obtain permits. We do not adapt plans or obtain permits for you. (Franchise Agreement, Sections 8.2, 10.2).

c. provide the Roni's Mac Bar Operations Manual and other manuals and training aids we designate for use in the operation of your Franchised Business, as they may be revised from time to time (Franchise Agreement, Section 10.3).

d. provide a written list of other equipment, signage, supplies and products that will be required to open the Franchised Business. We do not provide, purchase, deliver, or install any of these items for you (Franchise Agreement, Section 10.5, 10.7).

e. provide you with initial training and opening assistance. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Franchise Agreement, Sections 7.1, 7.2 and 7.3).

f. approve your grand opening marketing plan, and in our discretion, implement some or all of your grand opening campaign activities (Franchise Agreement, Sections 13.2.3 and 13.6).

2. **Time to Open**

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is 6 to 9 months. Before you may open, you must (a) complete our Initial Training Program, (b) complete all improvements to the Franchised Business premises (c) hire and train your staff, (d) obtain all required insurance and licenses to operate the Franchised Business, and (e) purchase and stock your initial inventory. Factors that may affect this time period include your ability to acquire license and permits, financing any portion of the initial investment and completion of required training. You must open your Franchised Business within 120 days of obtaining the premises. If you have not opened your Franchised Business within 365 days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.3 and 8.4).

3. Obligations After Opening

During the operation of your franchise, we will:

a. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training, which may include a national business meeting or annual convention, for up to 10 days at a location we designate. Failure to attend mandatory additional training or an annual business meeting or convention is a default of the Franchise Agreement. We have the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).

b. upon your request, or as we determine to be appropriate, provide remedial on-premises training and assistance. For any on-premises training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement, Section 7.5).

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conferencing, or e-mail, subject at all times to availability of our personnel and within reasonable limits (Franchise Agreement, Section 7.6, 10.9).

d. from time to time, as may become available, provide you with samples or digital artwork of advertising and promotional materials (Franchise Agreement, Section 10.6);

e. conduct inspections of your Franchised Business, at the frequency and duration that we deem advisable. Such inspections include evaluating your service and premises to ensure that they meet our standards (Franchise Agreement, Section 10.4);

f. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.7);

~~**5.**~~ g. subject to applicable law, recommend minimum and maximum prices for products and services at your Roni's Mac Bar ~~Franchise Business. (Article 4 of the Franchise Agreement).~~

~~**6.** We provide 7 days of free of cost onsite assistance upon opening. We may provide additional onsite assistance at our then current rate, which currently is $400 per day plus travel expenses. (Section IV of the Franchise Agreement).~~outlet

~~**7.** We approve the Designated Manager of your Franchised Business. We do not select or hire your employees. (Article 7 of the Franchise Agreement).~~

~~**8.** We provide you with an initial training program as further described in this item (Article 5 of the Franchise Agreement).~~

~~**9.** We loan or make a copy of the Roni's Mac Bar Operating Manual, which is confidential and will remain our property. We may modify the Operating Manual from time to time. (Article 14 of the~~

~~Franchise Agreement). The table of contents is listed in EXHIBIT J. The operating manual has approximately a total of 178 pages.~~

~~After the Franchised Business Opens~~

1. ~~In the event of relocation, we do not select the site for your Franchised Business. We approve the Site for your Franchised Business (Article 4 of the Franchise Agreement).~~

2. ~~For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect for the site of your Franchised Business upon relocation or remodeling or updating upon relocation. (Article 4 of the Franchise Agreement).~~

3. ~~We maintain and provide updated standards, specifications, and designated and approved suppliers for all the equipment, supplies, products, and other materials you will need to operate the franchised business (Article 4 of the Franchise Agreement).~~

4. ~~We maintain and provide an updated listing of all products and services that your Franchised Business may offer (Franchise Agreement Article 6)~~

5. ~~We provide initial training for replacement staff and managers (Article 5 of the Franchise Agreement).~~

6. ~~If Franchisee does not meet or exceed $200,000 in Gross Revenues for the first 6 months of operation, Franchisor shall apply the full Initial Franchise Fee paid by Franchisee for such underperforming outlet towards providing additional training and operational assistance to the Franchisee until the earlier of such time as the Franchisee has achieved Gross Revenues of at least $200,000 over a 6 month period or until the Franchisor has expended the entirety of the Initial Franchise Fee paid by Franchisee in providing such support and assistance.~~

7. ~~We may provide additional and ongoing training for staff and managers (Article 5 of the Franchise Agreement).~~

8. ~~We may organize an annual conference for all Roni's Mac Bar franchisees and staff (Article 5 of the Franchise Agreement).~~

9. ~~If you do not resolve a dispute with a client, we may investigate and resolve the dispute~~ (Franchise Agreement ~~Article 7).~~, Section 12.5);

10. ~~We provide continuing assistance in operating your Roni's Mac Bar Franchise Business (Article 5 of the Franchise Agreement).~~

11. ~~We may make any updates and changes to the Roni's Mac Bar Operating Manual (Article 15 of the Franchise Agreement).~~

12. ~~We may review your Roni's Mac Bar advertising material (Article 15 of the Franchise Agreement).~~

13. ~~We provide recommended and suggested pricing for the Franchised Business products and services. You must fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by us that we~~

~~require you to participate in (Article 6 of the Franchise Agreement). You honor all and only the currency, credit, charge, courtesy, and cash cards approved by Franchisor in writing (Franchise Agreement Article 7D~~

~~We approve any replacement Designated Manager of your Franchised Business. We do not select or hire your employees. (Article 8 of the Franchise Agreement).~~

h. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within ten (10) business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within ten (10) business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6).

i. administer the Brand Fund (Franchise Agreement, Sections 10.10 and 13.3).

~~14.~~

Advertising.

We will provide marketing consultation, general advertising strategy, promotional planning, and budgeting at your request. We are not obligated to conduct advertising or spend any money on advertising in your Territory or area except as provided below. We are not obligated to conduct local, regional, or national advertising except as provided below.

Your Advertising.

You must submit to us for our prior approval samples of all advertising and promotional plans, materials, and other materials displaying the Marks. We will provide you with written approval or disapproval in 15 days. You may not use your advertising materials or materials that bear the Marks unless you have received our prior written approval. We have the right to use and have ownership of any Franchisee developed advertising.

Social Media.

You may not establish or maintain a domain name, an internet website, or a webpage that relates to or advertises your Roni's Mac Bar Franchised Business or displays the Marks, as we reserve the exclusive right to control any websites or web pages concerning Roni's Mac Bar Franchise Businesses and the Marks. You may advertise and promote your Franchised Business via Social Media, which may be comprised of pages, communications, and content located on third-party platforms using the Proprietary Marks as specified by us (collectively, "Franchisee's Social Media"), provided that we are granted administrative access to your Social Media. All uses of Social Media and communication channels and uses must be established in accordance and at all times comply with the Operating Manual and System Standards. We will be the sole owner of all related intellectual property rights of all Social Media and other digital and media accounts and all content posted on Social Media.

Gift Cards and Loyalty Programs.

You must participate in all gift certificates, loyalty programs, and gift card administration programs, as we may be designated occasionally. You must honor all coupons, gift certificates, loyalty promotions, gift cards, and other programs or promotions we direct. You must fully participate in all guest loyalty, consumer relations management programs (CRM), or frequent customer programs now or in the future adopted or approved by us. You may not create, honor, accept, or issue any gift certificates or gift cards and may only sell gift certificates or cards that have been issued or approved by us. You must not issue, honor, or accept any coupons or discounts except as approved by us in writing.

Local Advertising and Advertising Cooperatives. (Franchise Agreement, Section 13.2 and 13.5)

We do not require you to~~-~~ spend any amount of money on local advertising and you are not required contribute to Regional and Local Advertising Cooperatives, but we may require you to do so in the future. ~~National Advertising Fund.~~

System-wide Brand Fund. (Franchise Agreement, Sections 13.3 and 13.4)

We do not require you to contribute ~~toa~~to a National Advertising Fund~~.~~, but we may require you to do so in the future.

Franchise Advisory Council. (Franchise Agreement, Section 9.6)
We may establish a Franchise Advisory Council. The purpose of the Franchise Advisory Council is to facilitate communication between our franchisees and us, which will lead to mutual growth, development, and profitability of the entire Roni's Mac Bar System. At your sole expense, you shall participate in local, regional, and national franchise advisory committees or councils if established or sanctioned by us. The Council serves in an advisory capacity only and does not have the authority to establish or modify our policies. We have the power to determine membership, the election of Council Officers, and change or dissolve the Franchise Advisory Council.

Computer Requirements. (Franchise Agreement, Section 12.3)

You must buy and use Toast, 1 or 2 terminals and 1 or 2 kitchen display screens, an optional kiosk, and 3 televisions (1 for menu, 2 for advertising). We estimate the cost of leasing or purchasing the computer system to be $1,000 to $2,000.

You must maintain, repair, upgrade, and update your computer system. Without a contractual limit on frequency and cost, you are required to lease, buy, use, update, and upgrade the computer hardware and software, mobile, internet, and other applications, or other programs that we designate and stipulate. We are not required and do not require our affiliates or third parties to maintain, repair, upgrade, and update your computer system. We estimate the annual costs of any optional or required maintenance updating, upgrading, or support contracts for the cash register or computer systems to be $3,500~~ Article X of the Franchise Agreement.~~.

You will use your computer system to maintain information about your customers, prepare proposals and invoices, transmit payment for products or services, maintain the financial records of the franchised business, access internet sites, and communicate with prospective and current customers, suppliers, us, and others via e-mail. You must provide us with independent access to all of the information generated and stored on your computer system if we request it, including the delivery of a backup of your database. There are no contractual limitations on our right to access the information.
~~Site Selection and Opening.~~

~~The site of a Roni's Mac Bar Restaurant Franchised Business is a 300 to 2,000 square feet standalone building or space within a shopping center or food hall. We do not select your site. Your site is subject to our approval (Section IV of the Franchise Agreement). We generally do not own or lease the premises or Site to franchises for the operation of the Franchised Business. To obtain our approval, you must provide all information and documents about the site we require. The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. The time limit for us to~~

~~approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect for the Site of your Franchised Business (Section IV of the Franchise Agreement). You are responsible for conforming the Site premises to local ordinances and building codes and obtaining any required permits for constructing, remodeling, or decorating the Site premises. We may but are not obligated to provide you with assistance to ensure that your Site conforms to local ordinances and building codes or obtain any required permits for construction or remodeling.~~

~~The typical time between signing the Franchise Agreement, the first payment of consideration for the franchise, and opening the franchised business varies. However, you should be able to commence operation within 1 year after signing as required by the Franchise Agreement. Factors affecting this time period include how long it took to complete any modification of your Roni's Mac Bar site, completion of financing arrangements, compliance with local ordinances and obtaining permits, obtaining and installing equipment, your previous employment commitments (if any), your ability to complete our training program, and/or hiring and training personnel.~~

~~If you do not secure a Site, we do not approve a Site, you and us do not agree on a Site for your Franchised Business within 6 months from the signing of your Franchise Agreement, or you do not open your Franchised Business within 1 year of the signing of your Franchised Agreement, we may terminate your Franchise Agreement and retain all monies that you have paid us or our affiliates. If we do not approve a Site for your Franchised Business within 6 months from the signing of your Franchise Agreement, we may, at our sole discretion, extend the time for Site Selection by an additional 6 months.~~

~~We do not select the site for any additional franchises under your Area Development Agreement, and we generally do not own the premises or lease sites for the Franchised Businesses under the Area Development Agreement. We approve each additional Site for the Franchised Businesses under the Area Development Agreement. Our then-current standards for Sites' approval will apply. For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect for the additional Sites of your Franchised Business. (Article III of the Area Development Agreement)~~

~~The typical time between signing the Area Development Agreement or the first payment of consideration for the Area Development Agreement and securing the Site for each additional franchise under the Area Development Agreement is an additional 6 months for each franchise. You must open each additional franchised business under the Area Development Agreement within an additional 1 year for each franchise. Factors affecting this time period include how long it takes to complete any modification of your Roni's Mac Bar site, completion of financing arrangements, compliance with local ordinances, obtaining permits, and obtaining and installing equipment. If you do not secure a Site or fail to obtain our approval for a Site within the additional 6 months for each additional franchise or do not open the additional franchised businesses within the additional 1 year under the Area Development Agreement, we may terminate the Area Development Agreement, but we may not terminate the franchise agreements for the franchised businesses already open for your failure to open or secure a Site within the required time period. (Article III of the Area Development Agreement).~~

~~Training Program.~~

Training Program. (Franchise Agreement, Article 7)

We provide a tuition-free initial Roni's Mac Bar training program, which includes orientation to the Roni's Mac Bar Franchising, LLC system, customer service, operational management, financial management, computer software use, advertising, and marketing and reporting procedures. The training lasts up to 2 week or less, depending on your current experience level. It is currently held at our Virtually or at our Waco, Texas location, but we may hold the training at one of our other locations in the future. Instructional materials may include manuals, videos, scripts, and PowerPoint presentations. Training is not scheduled regularly but will be offered to you before the opening of your Franchised Business. You and your Franchised Business Designated Manager and Franchised Business owners must attend and

successfully complete the initial training 2 weeks before the opening of the Franchised Business to our satisfaction. We will provide payment for one (1) individual for all travel, lodging, and other costs of initial training attendance. After that, we may charge a fee for attendance at the initial training for new and replacement managers. Our current fee for a replacement and new managers is $400 per attendee.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Intro/Mac Expert	1	4 (1 shift)	Waco, Texas
Prep Cook	.5	8 (2 shifts)	Waco, Texas
Assistant Manager	.5	24 (3 shifts)	Waco, Texas
Operator/GMIT	1	16 (4 virtual sessions)	Waco, Texas
Total	3 Hours	52 Hours	

Instructor for Initial Franchise Training are:

- Frank Senese, our CEO, who has 16 years of restaurant experience.
- Mary Senese, our COO, who has 13 years of restaurant experience.

We may change, add to, or make substitutions for the subjects and instructors listed in the above tables as necessary or appropriate. All instructors and substitute instructors will have a minimum of one year of experience in the Roni's Mac Bar System or the subject matter for which they provide training and instruction.
We may provide additional training programs at reasonable times and locations selected by us during the Franchise Agreement term. We will host national conventions at times and locations selected by us. You must attend the national convention. We may require attendance at other additional training programs. You must pay for all travel, lodging, and other costs of attending training and the national convention. We may charge a reasonable per diem fee for other training programs.

After executing the Franchise Agreement, you are encouraged to schedule your training as soon as possible. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because mandatory training is not completed to our satisfaction.

You are responsible for all expenses you and your employees incur to attend the initial training, including wages, benefits, transportation, meals, accommodations, and entertainment. Other than providing initial training, we do not provide any other assistance with the hiring or training of your employees.

~~**ITEM 12. TERRITORY**~~

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.

Under the Franchise Agreement, you are granted the right to operate a Roni's Mac Bar Restaurant (Model Concept) Franchised Business. The site for a Roni's Mac Bar Restaurant Franchised Business is a real property space (the **Site)**. We approve the Site for your Franchised Business.
~~You may relocate the Site of your Franchised Business so long the new Site meets our then-current Site requirements, and you reimburse us for any costs and expenses we incur in your relocation. Currently, for relocation and Site selection, the Site must be approved by us, and we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect. You are obligated to reimburse us for any cost and expense we incur reviewing or approving your relocation as a relocation fee.~~
You may not change the location of your Franchised Business, without our written consent, which we may withhold in our sole discretion. If we give our consent, we will charge you a relocation fee equal to 10% of the then-current initial franchisee fee. The factors we consider in permitting a relocation include: loss of your premises not due to your default, demographics of the surrounding area of the proposed relocation site, proximity to other Roni's Mac Bar outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking, and overall suitability. If you wish to relocate, you must identify a new premises for the Franchised Business that is acceptable to us, in accordance with our then-current site selection procedures, and build out the accepted premises within 120 days. If you do not identify a site and complete the build-out within this time period, we may terminate the Franchise Agreement. You must continue to operate at your original premises until construction of the new site is complete.

Subject to the Franchise Agreement Terms, you are granted a territory, which is a geographical area encompassing a population of 100,000 persons ("Territory"). You may only sell and accept orders from the Site and only advertise, solicit, and offer to sell within the Territory. You do not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory unless we give you written consent to serve another specified area where no other Roni's Mac Bar franchise or company-owned unit is located. If you are granted consent to service another specified area, you shall be obligated to pay us royalty fees and other fees for the services performed or products sold.

If you are in compliance with the Franchise Agreement and subject to the limitations stated below, we promise and agree not to operate or authorize anyone else to operate a business using the same Roni's Mac Bar Model Concept and System as your Franchised Business in the Territory during the Term of your Franchised Agreement. We are not obligated to ensure that no other franchise will conduct operations in your Territory. Although such activities are discouraged, we reserve the right to determine how to respond to any such situation. We are not required to pay you any compensation for us or other franchisees soliciting or accepting orders in your Territory.

We reserve the right to limit your Territory as follows:

(a) Own, acquire, establish, operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks outside the Territory.

(b) Acquire a system of Competitive Businesses with units located within your Territory or outside the Territory.

(c) Establish or license another to establish a Roni's Mac Bar Model Concept, such as, for example only, storefront, brick and mortar, co-branded, pop-up, virtual, or mobile outlets that are different than your Model Concept within or outside the Territory under the Roni's Mac Bar Marks or other marks, trademarks, or services.

(d) Sell or franchise others to sell the services and products authorized for Roni's Mac Bar Franchised Businesses using the Roni's Mac Bar Marks or other trademarks, service marks, and commercial symbols through alternate channels of distribution; venues; joint marketing with partner companies; direct mail; catalog sales; internet sites; and co-branding strategies, under such terms and conditions as Franchisor deems appropriate.

(e) Advertise, promote, market, or sell goods or services using the Roni's Mac Bar Marks over the internet, the World Wide Web, or any other electronic network.

(f) Offer and sell the services and products authorized for Franchised Business using the Roni's Mac Bar Marks or other trademarks, service marks, and commercial symbols to ~~Special~~Commercial Accounts.

(g) Own, acquire, establish, operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks, in ~~Special Venues.~~Alternate Distribution Channels.

(h) We and our affiliates do not operate or have plans to operate or franchise others to operate a business selling the same goods or products under a different name or solicit customers within your Territory except as stated above.

~~Special Venues.~~

~~We or other franchisees or licensees may own, acquire, establish, or operate businesses like the Roni's Mac Bar Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks in any temporary or permanent venues where there is a captive audience and where the primary purpose is other than patronizing a Roni's Mac Bar business (referred herein as a "Special Venue"), in the way of examples, but not an exhaustive list: malls, colleges, universities, entertainment and sports centers, military bases, transportation facilities, supermarkets, and service stations within or outside of the Territory or Development Area.~~

~~Special Accounts~~

~~The Franchisor has the exclusive right to contract with customers or third-party delivery carriers and/or vendors whose offices, stores, plants, buildings, or other physical facilities are not confined to the territory of a single Roni's Mac Bar territory or the trading area of a single Franchise, Franchisor-owned, or Affiliate-owned business (referred to herein "**Special**~~

~~**Accounts**”). If Franchisor establishes a contract for facilities of a Special Account located in the Territory, Franchisor shall offer Franchisee the first option of providing the services to the Special Account at those facilities in the Territory at the prices and subject to the contract requirements negotiated by Franchisor with the Special Account. If Franchisee accepts the project, Franchisor will collect all amounts due from the Special Account and remit to Franchisee the amount due for products and services rendered Special Account, less the amount of Royalties and other fees due under this Agreement. All amounts collected from Special Accounts on Franchisee’s behalf or by Franchisee from Special Accounts will be included in Franchisee’s Gross Revenues to calculate Royalties and other fees due under this Agreement.~~

~~If Franchisee declines to accept the project, Franchisor will have the unfettered right to fulfill the contract requirements to the Special Account in the Territory in any manner it deems suitable, including through another Roni's Mac Bar Franchisee, a Franchisor or Affiliate-owned business, or a third-party contractor. Additionally, if at any time a Special Account for any reasonable requests that services in the Territory be provided by someone other than Franchisee, Franchisor may revoke Franchisee’s option or right to provide or continue to provide the services and may fulfill the contract requirements of the Special Account in the Territory in any manner Franchisor deems suitable.~~

Alternate Distribution Channels.

By way of example only, we may, within and/or outside of the Territory to (i) offer and sell other products or services not offered under the Marks; (ii) offer and sell other food service concepts under the Marks or other trademarks; (iii) offer and sell Roni’s Mac Bar products or services at non-traditional or captive market venues, which includes distribution through kiosks, carts, food trucks, counters, stores-within-a-store, grocery stores, convenience stores, amusement or theme parks, sports stadiums and arenas, enclosed shopping centers, military bases, airports, train stations, and gas stations; and (iv) engage in solicitation and sales of Roni’s Mac Bar products or services through the Internet, catalog sales, telemarketing and direct marketing (“Alternate Distribution Channels”).

Commercial Accounts.

Franchisor further specifically reserves the right to solicit, sell to, negotiated rates with, and provide Franchised Business goods and service to events businesses and other organizations that conduct public or private events (“Commercial Accounts”). Franchisor may offer Franchisee the right to service Commercial Accounts in the Territory, provided that Franchisee accepts negotiated terms; otherwise, Franchisor may service the Commercial Accounts either directly or permit another franchisee to provide such service.

Acquisition of Competing System

If you are in compliance with the Franchise Agreement and we acquire a system of Competitive Businesses (an “Acquired Systems”) during the term of the franchise agreement, we ~~will~~may offer you the option to purchase and operate as a Roni's Mac Bar Franchise, any unit of the Acquired Systems (an “Acquired Unit”) that is both purchased by us for operation by us or our Affiliate (e.g., the unit will not be operated by a licensee of the Acquired Systems) and is located within your Territory. We ~~shall~~may provide you with written notice of our purchase of the Acquired Systems, the terms and conditions applicable to your option to purchase Acquired Units, and other information that we believe must be included in the notice. If you do not elect to purchase or fail to complete the purchase of an Acquired Unit

within two (2) months after notice, we can operate through an Affiliate or third-party licensee, the Acquired Unit under any trade name or trademark other than Roni's Mac Bar Marks. You have no right to purchase, and we are not obligated to offer you any option to purchase any Acquired Unit that a licensee operates under the Acquired Systems. We may license such units to be operated under any trade name or trademark other than Roni's Mac Bar Marks. We may also license additional units of the Acquired Systems to be developed and operated within your Territory.

If you are in good standing under the Franchise Agreement and meet our financial qualifications, you may request that we sell you another Roni's Mac Bar franchise. We reserve the right to determine whether to sell you another franchise. If you buy an additional franchise, it will be under the then-current form of the Franchise Agreement and other applicable agreements that may differ from those described in this disclosure document.

Your Franchise Agreement does not give you any other options, rights of first refusal, or similar rights to acquire additional franchises within the territory or contiguous territories. Your Territory rights are not dependent on achieving a specific sales volume or market penetration. We may establish another franchise or company-owned location in the Territory if you fail to comply with the Franchise Agreement. Except as disclosed in Item 12, no other circumstances permit us to modify your territorial rights.

Area Development Program

You will not receive an exclusive Area Development 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.

If you sign an Area Development Agreement, your rights to the Development Area will be protected as outlined in the Area Development Agreement. The Development Area Territory is typically a geographical area encompassing a population of 100,000 persons for each additional franchise territory under the Area Development Agreement but may be smaller depending on the market area for each additional Franchised Business. The Development Area Territory is determined as mutually agreed upon by you and us and outlined in the Area Development Agreement when signing the Area Development Agreement.

While the Area Development Agreement is in effect, provided that you open and operate Roni's Mac Bar Franchised Businesses per the Development Schedule and the minimum number of Franchises that you have open and operating in the Development Area at any given time is not less than the minimum required according to the Development Schedule, we will not operate, or license any person other than you to operate, a Roni's Mac Bar Franchised Business under the Marks and the System within the Territory.

We reserve the right to own, acquire, establish and operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks, outside the Development Area; acquire a system of Competitive Businesses with units located within your Development Area or outside the Development Area; sell the services and products authorized for Roni's Mac Bar Franchised Business using the Marks or other trademarks, service marks and commercial symbols through alternate channels of distribution, venues; site or location models other than the Model Concept of your Franchised Business, including such as a storefront, brick, and mortar, co-branded, pop-up, virtual, or mobile outlets; joint marketing with partner companies; direct mail; catalog sales; internet sites; and co-branding strategies, pursuant to such terms and conditions as Franchisor deems appropriate; advertise, promote, market or sell goods or services using the Roni's Mac Bar Marks over the internet, the World Wide Web or any other electronic network;

offer and sell the services and products authorized for Franchised Business using the Roni's Mac Bar Marks or other trademarks, service marks and commercial symbols to Special Accounts; own, acquire, establish and operate, and license others to establish and operate, businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks, in Special Venues.

We do not select the Site for any additional franchises under your Area Development Agreement. We generally do not own the premises or lease sites to the Franchised Businesses under the Area Development Agreement. We approve the Sites for each additional Franchised Businesses under the Area Development Agreement. For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect for the additional Sites of your Franchised Businesses.

The typical time between signing the Franchise Agreement, or the first payment of consideration for the Area Development Agreement, and opening the franchised business varies. However, you should be able to commence operation within an additional 1 year for each additional franchise business after signing as required by the Area Development Agreement. Factors affecting this time period include how long it takes to complete any modification of your Roni's Mac Bar Site, completion of financing arrangements, compliance with local ordinances, obtaining permits, and obtaining and installing equipment. If you fail to adhere to the Development Schedule, we may terminate the Area Development Agreement, and all of your territorial rights will be eliminated. We otherwise will not change the size of your Development Area. Your Area Development Agreement does not give you any other options, rights of first refusal, or similar rights to acquire additional franchises within the territory or contiguous territories. If a default occurs under any Franchise Agreement, resulting in the termination of such Franchise Agreement, we may terminate your Area Development Agreement. However, a default under the Area Development Agreement is not cause for termination of any existing Franchise Agreement.

~~**ITEM 13. TRADEMARKS**~~

ITEM 13. TRADEMARKS

Our trademark, Roni's Mac Bar (the "Mark"), is registered with the United States Patent and Trademark Office (the "Trademark Office") on the registry as indicated below:

Mark	Registration Number or Serial Number if Registration is Pending	Class	Registration Date	Registry
Roni's Mac Bar	97912594	043	Pending as of April 28, 2023	Principal

The trademark is owned by our affiliate, Ronis Mac Bar A Series Of Seneco Operations A Texas Series LLC. We have a perpetual license agreement to use and franchise the trademarks, which may only be terminated upon our dissolution. In such an event, you may lose your right to use the trademark.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.
There are no currently effective material determinations of the Trademark Office, the Trademark Trial and Appeal Board, any other trademark administrator, or any court, pending interference, opposition, cancellation proceedings, or any pending material litigation involving the Marks.

We do not know of any prior rights that could materially affect the franchisee's use of the principal trademark. Currently, no agreements significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We are unaware of any infringing uses of the Marks that could materially affect your use.

Your use of the Roni's Mac Bar Marks is limited to use in connection with the operation of your Roni's Mac Bar Franchised Business as described in the Franchise Agreement and as outlined in the Roni's Mac Bar Operating Manual. You must promptly notify us of any use of the Roni's Mac Bar Marks or any colorable variation by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Roni's Mac Bar Marks. We will control any litigation or proceeding. We are not required to defend the Roni's Mac Bar Marks. If we undertake the defense, prosecution, or settlement of any litigation relating to the Roni's Mac Bar Marks, you agree to assist as necessary to carry out such defense, prosecution, or settlement. We retain the right to modify or discontinue the Mark(s). We are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us or if the proceeding is resolved unfavorably. You shall, upon demand by us, modify or discontinue the use of Roni's Mac Bar Mark(s), at your sole cost and expense, any Mark(s), as directed by us. We are not required to reimburse or compensate you for any modification or discontinuation of the Marks.

If any party demonstrates to us a superior right to use any of the Roni's Mac Bar Marks, you shall, upon demand by us, discontinue the use of such Roni's Mac Bar Mark(s) and adopt, at your sole cost and expense, any Mark(s), if any, selected by us to replace such discontinued Mark(s).

You shall not use any of the Roni's Mac Bar Marks or any derivative or a colorable variation thereof: (i) as part of your corporate or other legal names; (ii) on or as part of any Web Site, domain name, URL, web page, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines, or other similar services (without our prior written consent); (iii) with any prefix, suffix (including, but not limited to, the word "Inc."), or other modifying words, terms, designs, or symbols; or (iv) in any modified form. Franchisee shall not register any of the Marks, or any derivative or a colorable variation thereof, as a service mark, trademark, or internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefore or that may harm, tarnish, or impair Franchisor reputation, name, services, or Marks. The provisions of this paragraph shall survive the expiration, termination, or cancellation of this Agreement.

~~ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION~~

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications or registrations material to the franchise. We do not own any patents material to the franchise. We do not own any copyright registration material to the franchise. We do have unregistered copyrights in the Roni's Mac Bar Operating Manual, and all printed, audiovisual, and other materials developed and distributed for use by our franchisees or us (collectively called the "Proprietary Information"). Information not protected by copyright but confidential to us, such as information about our methods, policies, and marketing programs, is also part of the Proprietary Information.

The Operating Manual, operating methods, business procedures, and all client information, including names, addresses, and financial information, are confidential and proprietary. The Proprietary Information is our trade secret. You may not use this information in any other business or in any other way not authorized by us in writing.

There are no material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding our copyright materials.

You must promptly notify us of any infringement of the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, and other proprietary documents by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents. We will control any litigation or proceeding. We are not required to defend the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents. If we undertake the defense, prosecution, or settlement of any litigation relating to the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or proprietary documents, you agree to assist as necessary to carry out such defense, prosecution, or settlement. We are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents or if the proceeding is resolved unfavorably to you.

We retain the right to modify the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, and other proprietary documents. Upon demand by us, you shall discontinue using Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents at your sole cost and expense, as directed by us. We are not required to reimburse or compensate you for any modification or discontinuation of the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or proprietary documents.

We have no actual knowledge of superior prior rights or infringing uses of the Roni's Mac Bar copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents that could materially affect your use of such copyrights or proprietary information. You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Franchise Agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Operating Manual or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other

than disclosure to an employee of the franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require preventing unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and non-competition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchise are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the noncompetition covenants.

You must inform us in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

If we require you to modify or discontinue using the subject matter covered by the patent or copyright. In that case, we are not required to reimburse or compensate you for the modification or discontinuation.

~~**ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**~~

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must maintain a designated full-time on-premise manager of the franchised business who we approve devotes his/her full-time, and energy to the operation of the Franchised Business and successfully complete the initial training program to our satisfaction. The designated on-site manager must sign a confidentiality, non-solicitation, and non-competition agreement in a form that is satisfactory to us. The manager need not have an ownership interest in the franchise. No individual franchisee or any shareholder, partner, member, or other owner of a business entity franchisee may compete with us or own an interest in any competitor of ours anywhere during the term of your Franchise Agreement or within 25 miles of any Roni's Mac Bar franchise territory for two years after the expiration or termination of your Franchise Agreement.

You are not required or obligated to participate personally in the direct operations of the Franchised Business; however, we strongly recommend that you do so. You and each shareholder, partner, member, and other equity owners of the franchise, and each individual shareholder, partner, member, and other equity owners of any shareholder, partner, member, and other equity owners that is itself a business entity, must personally guarantee all of the franchisee's obligations and performance under the Franchise Agreement.

To prevent any interruption of the Franchised Business that may cause harm to the Franchised Business and the Roni's Mac Bar system and lessen their value, we may step in to operate the Franchised Business when we deem necessary. Reasons may include our determination that you: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time.

All Revenue derived from our operation of the Franchised Business will be for your account. We may pay all expenses, debts, and liabilities incurred during our operation of the Franchised Business from that Revenue. We will keep account of all Revenue generated by the operation of the Franchised Business,

less the business's expenses, including reasonable compensation and expenses for us and our representatives.
~~Your spouse is required to sign our Personal Guaranty in the form of Exhibit C to this Franchise Disclosure Document.~~

~~**ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**~~

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are permitted to sell only goods or services approved by us. You must offer and sell all products and services, only those products and services authorized by us and specified in the Roni's Mac Bar Operating Manual or as designated in writing by us (the "Permitted Products and Services"). Without limit, we have the right to change, add and delete products or services to or from the Roni's Mac Bar Permitted Products and Services at any time. We may also designate any products or services as optional.
You may only sell and accept orders from the Site and only advertise, solicit, and offer to sell within the Territory unless we give you written consent to serve another specified area where no other Roni's Mac Bar franchise or company-owned unit is located. If you are granted consent to service another specified area, you shall be obligated to pay us royalty fees and other fees for the services performed or products sold. You do not have the right to use other distribution channels such as the internet, catalog sales, telemarketing, or other direct marketing unless we give you written consent.

~~**ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**~~

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

References are to sections in the Franchise Agreement unless otherwise noted.

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	~~Article 2(A)~~Art. 4	~~10 years from the date that we signed the Franchise Agreement.~~Term is 10 years

Provision	Section in Franchise Agreement	Summary
b. Renewal or extension of the term	~~Article 2(B)~~Art. 5	~~Upon the expiration of the initial term or any renewal term of the Franchise Agreement, you may, at its option, renew the Franchise Agreement for an additional term of 10 years (the "Successor Franchise"), provided that at the end of each term, you meet conditions listed including paying a Renewal Fee.~~If you are in good standing as defined below, you can sign a successor agreement for 1 additional term of 10 years, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchise is located.
c. Requirements for you to renew or extend	~~Article 2(B)~~Sections 5.1 and 5.2	~~Renew means upon the expiration of your Franchise Agreement, you may sign an agreement with materially different terms and conditions from the original franchise agreement for an additional 10 years term. The other agreement you must sign to renew may have materially different terms and conditions from the original franchise agreement. In order to renew, we must be offering Roni's Mac Bar Franchises; you must give us written notice between 6 months to 1 year, prior to the end of the term; you must not be in default under any provision of The Franchise Agreement or any other agreement between you and our affiliates, approved suppliers of the Roni's Mac Bar System, or the lessor of your Roni's Mac Bar Site, and has substantially complied with all of the terms and conditions of Franchise Agreement; you have the right to remain in possession of your Roni's Mac Bar Site, or a suitable substitute location that is approved by us and meets our then-current specifications and standards, for the entire term of the Successor Franchise; you must refurbish your Roni's Mac Bar Franchised Business to conform to the then-current Roni's Mac Bar trade dress, color schemes, and presentation of the Marks and Roni's Mac Bar Systems Standards; you must sign the then-current Roni's Mac Bar franchise agreement terms of which may differ from the terms of the Franchise Agreement; you must pay~~

Provision	Section in Franchise Agreement	Summary
		us a Renewal Fee of $20,000; and you must comply with then-current Roni's Mac Bar qualifications and training requirements. When renewing, you may be asked to sign a contract with materially different terms and conditions then your original contract.Be in full compliance; have no more than three events of default during current term; provide written notice to us at least 6 months before the end of the term; have the right to continued occupancy of the Franchised Business premises or obtain our approval to relocate; pay us a successor agreement fee; repair, upgrade or replace the equipment and other Franchised Business assets to meet then-current specifications; execute a general release; comply with then-current qualifications and training requirements, including completion of additional training; and execute a new franchise agreement. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	Not ApplicableArticle 17	We will be considered in default of the Franchise Agreement if we breach any material obligations of the Franchise Agreement and fail to cure the default within 60 days of written notice from you, subject to state law.You may seek termination upon any grounds available by state law.
e. Termination by us without cause	Not applicableApplicable	Not Applicable
f. Termination by us with cause	Article 17	We canmay terminate only if you default, subject to state law. The Franchise Agreement describes defaults throughout. Please read it carefully.
g. "Cause" defined -- defaults which can be cured	ArticleSection 17(B).3	We may elect to terminate your Roni's Mac Bar Franchise Agreement if you fail to pay, when due, any sum required to be paid under the Franchise

Provision	Section in Franchise Agreement	Summary
		~~Agreement or any other agreement between us after written notice and ten (10) days opportunity to cure; or if you fail to perform, or the breach, any other provision of your Roni's Mac Bar Franchise Agreement or any other agreement or instrument between us; or you fail to operate the Franchised Business in full compliance with the Franchise Agreement, the Roni's Mac Bar Operating Manual, or Roni's Mac Bar System Standards, or fail to cure any such breach within thirty (30) days from notice of the breach.~~You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h. "Cause" defined defaults which cannot be cured	~~Article~~Sections 17~~(B)~~.1 and 17.2	~~We may elect to terminate your Roni's Mac Bar Franchise Agreement, without opportunity to cure if you fail to locate and secure a Site and get approval with the terms of the Site Selection Addendum or fail to open the Franchised Business within the time limits prescribed by the Franchise Agreement; you fail to satisfy all of the training obligations on three (3) or more separate occasions within any period of twelve (12) consecutive months; you fail to submit reports or other information or supporting records when due or otherwise fail to comply with the Franchise Agreement, whether or not such failures to comply are corrected after notice; you fail to operate your Roni's Mac Bar Franchised Business for more than two (2) consecutive days, or otherwise abandon the Franchised Business; you provide for offers or sales of any Permitted Products and Services at or from a location that is within the franchise territory of another Roni's Mac Bar franchisee (except as expressly stated in this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by us under franchise agreements with other franchisees of Franchisor; you fail to achieve or exceed System Standards in two (2) inspections in any twenty four (24) month period;~~

Provision	Section in Franchise Agreement	Summary
		~~you are declared bankrupt or insolvent or you are the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code; a receiver is appointed for you or for any part of your property, or you make any assignment for the benefit your creditors, if not dismissed within fifteen (15) days; you lose the right to possession of the premises upon which the Franchised Business is located, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business; you make any transfer or attempted transfer that fails to comply with this Agreement; the Franchised Business is seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lien holder or lessor; a final judgment against you remains unsatisfied for thirty (30) days (unless superseded as or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such levy; any conduct or activity by you or any of your Principals, directors, or officers that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, us, the Roni's Mac Bar System, the Marks, or the goodwill associated; you knowingly maintain false books or records, or knowingly submit any false reports to us, or knowingly understate your Gross Revenues reported to Franchisor; any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Franchised Business, and you have not immediately commenced actions to cure the problem or have not promptly cured or corrected~~

Provision	Section in Franchise Agreement	Summary
		~~the problem or activity that gave rise to the threat or danger; you make or attempt to make any transfer or assignment of the Franchised Business, Franchise business assets, rights under the Agreement, or ownership the Franchised Business contrary to the Franchise Agreement; or you or any of your Principals violate any of the Covenants of the Franchisee, commit an infringement of the Proprietary Marks, or communicate, divulge, or use Confidential Information contrary to the Franchise Agreement.~~The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not disclosed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: misrepresent or omit a material fact in applying for the Franchise; do not: acquire a site, complete construction, obtain permits and/or open the Franchised Business within required time frames; falsify any report to us; cease operations for 5 days or more, unless the premises are damaged and you apply to relocate; lose possession of the premises, unless you are not at fault for loss and you timely apply to relocate; fail to restore and re-open the Franchised Business within 120 days after a casualty, as may be extended by us; fail to comply with applicable laws; default under any lease for the premises; understate Gross Revenue two (2) or more times; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; are convicted or plead no contest to a felony or to a crime or do anything that could damage the goodwill or reputation of our trademarks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; conceal

Provision	Section in Franchise Agreement	Summary
		revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use our trademarks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three (3) or more times during the term or receive two (2) or more default notices in any 12-month period; have insufficient funds to honor a check or EFT two (2) or more times within any twelve (12)-month period; default under any other agreement with us or our affiliate; or terminate the Franchise Agreement without cause.
i. Your obligations on termination or nonrenewal	Article 18	~~Upon the termination, you must: cease to operate your Franchised Business and not hold itself out as a present or former Roni's Mac Bar franchisee of Franchisor; cease to use the Roni's Mac Bar System or Roni's Mac Bar Marks; make modifications to the Franchised Business Site to prevent the operation of any business on the Site that might be deemed substantially similar to the Roni's Mac Bar Franchised Business; at our option, assign to us (i) telephone numbers of the Franchised Business and all related Yellow Pages, White Pages, and other business listings, and (ii) Web Sites, web pages, listings, banners, URLs, advertisements, or any other services and links, and sell us the assets of the Franchised Business; turn over the Roni's Mac Bar Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by us; cancel any assumed name or equivalent registration that contains the Roni's Mac Bar Marks; pay all sums due and owing to us; obtain and maintain professional liability or errors and omissions insurance and general liability insurance for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located; appoint us as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee obligations under the terms of termination.~~Upon termination, you must: cease

Provision	Section in Franchise Agreement	Summary
		operations; cease to identify yourself as a Roni's Mac Bar franchisee; cease to use the Marks; de-identify the premises; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur because of your default or in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all fixtures, equipment, and supplies of your Franchised Business; assign, at our option, your telephone numbers, directory and internet listings, and social media accounts and the lease for the location; and pay us liquidated damages.
j. Assignment of contract by us	~~Article~~Section 16~~(A)~~.1.1	~~We have the right to transfer or assign all or any part of our rights and/or obligations to any person or legal entity.~~No restrictions on our right to assign.
k. "Transfer" by you definition	~~Article~~Section 16~~(B)~~.3	~~A transfer includes any sales~~Any assignment, sale, transfer, ~~convey, give away, pledge, mortgage,~~gift, devise or encumbrance of any interest ~~therein or~~ in the Franchise ~~or~~Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee ~~assets.~~(if the Franchisee is a business entity).
l. Our approval of transfer by franchisee	~~Article~~Section 16~~(B)~~.3	~~We have the right to approve all transfers but may~~No transfer is allowed without our consent, which we will not unreasonably withhold ~~consent~~.
m. Conditions for Roni's Mac Bar Franchising, LLC approval of transfer	~~Article~~Sections 16~~(B)~~.3 and 16.4	~~All outstanding obligations related to the Franchised Business must be paid, and the transferor's right to receive compensation must be subordinated and secondary to our rights. The transferee must sign a written assumption; the transferee must meet Roni's Mac Bar standards; the transferee must sign a then-current Roni's Mac Bar franchise agreement and other ancillary agreements; the transferee must~~

Provision	Section in Franchise Agreement	Summary
		~~successfully complete Roni's Mac Bar initial training, and you or the transferee must pay a transfer fee.~~Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Initial Training Program; transferee agrees to update premises and equipment to then-current specifications; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release; you shall subordinate any claims you have against the transferee to us; you will indemnify us for misrepresentations in the transfer process (excluding our representations in the FDD); our approval of the material terms and conditions of the transfer; obtain landlord's consent to transfer the premises lease, if applicable; and payment of a transfer fee.
n. Our right of first refusal to acquire your business	~~Article~~Section 16~~(D)~~.6	~~We have the right, exercisable by written notice to you, to purchase such rights or interests for the price and on the terms and conditions of any offer for your Franchised Business, except we may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by us must be completed within ninety (90) days after your receipt of our written notice. If we do not exercise our right of first refusal, you may complete the sale of interest to the bona fide purchaser, subject to our approval; however, if the sale to the purchaser is not completed within one hundred twenty (120) days after the delivery of the offer to us, we will again have the right of first refusal.~~You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.

Provision	Section in Franchise Agreement	Summary
o. Our option to purchase your business	~~Article 20 (8)~~Section 18.2	Upon termination ~~or expiration~~ of ~~your~~the Franchise Agreement, ~~at our~~we have the option ~~(~~to ~~be exercised within thirty (30) days after termination), you must sell to us~~purchase any or all of ~~the furnishings,~~ your equipment, signs, ~~fixtures,~~advertising materials, and supplies~~, or inventory related to the operation of~~ at your ~~Franchised Business, at the depreciated book~~cost or fair market value, whichever is less.
p. Your death or disability	~~Section 16(E)~~Sections 16.3, 16.4 and 16.7	~~Must~~The executor of your estate or other personal representative must transfer ~~to an approved 3rd party~~the Franchise within 6 months~~, subject to all conditions except the transfer fee~~ to a replacement franchisee that we approve.
q. Noncompetition covenants during the term of the franchise	Section 19~~(B)~~.5.1	~~No involvement in a competing business; cannot assist or deal with a competing business; cannot infringe on another franchisee's territorial rights.~~You may not: divert, or attempt to divert, customers of any Roni's Mac Bar outlet (including yours) to any competitor; participate in any capacity, including, but not limited to as an owner, partner, officer, director, employee or agent, in any other capacity in any restaurant, diner, or café that derives more than twenty percent (20%) of its gross receipts from the sale of specialty macaroni and cheese dishes; grilled cheese sandwiches, and/or other lunch and dinner items; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r. Noncompetition covenants after the franchise is terminated or expires	Section 19~~(C)~~.5.2	~~No involvement in a competing business for 2 years in or within 25 miles of any Roni's Mac Bar; no solicitation of customers of your franchise for 2 years, subject to state law.~~For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Roni's Mac Bar business (including yours) to any competitor; participate in any capacity, including, but not limited to as an owner, partner, officer, director, employee or agent, in any other capacity in any restaurant, diner, or

Provision	Section in Franchise Agreement	Summary
		café that derives more than twenty percent (20%) of its gross receipts from the sale of specialty macaroni and cheese dishes; grilled cheese sandwiches, and/or other lunch and dinner items within 10 miles of your former Roni's Mac Bar outlet location or any other Roni's Mac Bar outlet location; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s. Modification of the agreement	~~Article 22(A)~~Sections 9.4, 14.6 19.1.4 and 21.4	~~The Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification.~~No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t. Integration/merger clauses	~~Article 22(A)~~Section 21.4	~~The Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures included in the Franchisor's now current~~ Only the terms of the Franchise ~~Disclosure Document.~~Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise ~~Disclosure Document and other agreements~~ Agreement may not be enforceable. ~~—~~Notwithstanding the foregoing, nothing in any ~~franchise agreement~~Franchise Agreement is intended to disclaim the express ~~representation~~ representations made in this Franchise Disclosure Document.~~ Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside the disclosure document and franchise agreement may not be enforceable.~~

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	~~Article 20~~Sections 20.1, 20.2 and 20.3	~~Any claim or controversy arising out of or related to this Agreement must be settled by mandatory binding arbitration or mediation in McLennan,~~ At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. Subject to state law. ~~Texas.~~ ~~Mediation shall be administered by the American Arbitration Association under its commercial mediation procedures.~~ ~~Arbitration shall be administered in accordance with the U.S. Arbitration Act, if applicable, and the rules of the American Arbitration Association, as applicable.~~
v. Choice of forum	~~Article 22(D)~~Section 20.5	Any and all suits, actions, or other proceedings concerning, arising out of, or in connection with this Agreement shall be litigated in courts having a situs within McLennan, Texas (subject to applicable state law).
w. Choice of law	~~Article 22(D)~~Section 20.5	The state of Texas (subject to applicable state law).

A provision in your Franchise Agreement or Area Development Agreement that terminates the franchise on your bankruptcy may not be enforceable under federal bankruptcy law.

Area Development Relationship

Provision	Section in Area Development Agreement	Summary

Provision	Section in Area Development Agreement	Summary
a. Term of the franchise	Article 3	The term ends in accordance with the Development Schedule.
b. Renewal or extension of the term	Not applicable	Not applicable
c. Requirements for you to renew or extend	Not applicable	Not applicable
d. Termination by you	Not applicable	Not applicable
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Article 7	We can terminate only if you default. We can terminate the Area Development Agreement if the Franchise Agreement is terminated. Termination of the Area Development Agreement is not cause for terminating the Franchise Agreement.
g. "Cause" defined defaults which can be cured	Article 7.3	We can terminate the Area Development Agreement, at our option, if you fail to cure certain defaults within the time periods set out in Article 7.3 of the Area Development Agreement.
h. "Cause" defined defaults which cannot be cured	Article7.2	We may terminate the agreement if you fail to execute any Franchise Agreement by any Fee Deadline specified in the Development Schedule; you fail to have opened and maintained in continuous operation the minimum number of Roni's Mac Bar Franchised Businesses specified in the Mandatory Development Schedule by any Opening Deadline specified in the Mandatory Development Schedule; if a default occurs under any Franchise Agreement, resulting in the termination of such Franchise Agreement; or you breach or otherwise fail to comply fully with any other provision contained in this Area

Provision	Section in Area Development Agreement	Summary
		Development Agreement or any other agreement between the Franchisor and/or its Affiliates. However, a default under the Area Development Agreement is not cause for termination of any existing Franchise Agreements.
i. Your obligations on termination or nonrenewal	Article 7.4	Upon termination or expiration of your Area Development Agreement, you must immediately cease all development operations and continue to comply with the non-disclosure and non-competition covenants contained in Article 8.
j. Assignment of contract by us	Article 6.1	We have the right to transfer or assign all or any part of our rights and/or obligations to any person or legal entity.
k. "Transfer" by you – definition	Article 6.3	A transfer includes any direct or indirect sale, assignment, transfer, conveyance, giving away, devise, pledge, mortgage, or other encumbrance of your interest in the Area Development Agreement or any right granted or interest granted therein or thereunder.
l. Our approval of transfer by you	Article 6.3	We have the right to approve all transfers in our sole discretion.
m. Conditions for Roni's Mac Bar Franchising, LLC approval of transfer	Article 7.3	The proposed transferee must be an initial of good moral character and meet our then-current standard for multi-unit franchisee; the proposed transfer must have sufficient experience; the proposed transferee must agree to complete all required training; you have paid all amounts owed to us under the Area Development Agreement and all franchise agreements or related agreements between us and your affiliates and any third-party creditors; the transferee has signed our then-current form of Area Development Agreement as required by us; you and the proposed transferee have executed a general release in our favor; you have paid us the transfer fee as required pursuant to your Area Development Agreement.
n. Our right of first refusal to acquire your business	Article 6.5	If we elect to purchase an interest under a bona fide offer, the closing will occur within 90 days after the date of our notice to the seller electing to purchase the interest. If we do not elect to purchase such interest within the 30-day

Provision	Section in Area Development Agreement	Summary
		period, you may sell or transfer their offered interests to a third party, provided that such sale or transfer: (i) is made within 60 days after we give notice of its election, (ii) is made at a price and on the same material terms as those offered to us, and (iii) is made in full compliance with all applicable requirements of this Agreement.
o. Our option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Not applicable	Not applicable
q. Noncompetition covenants during the term of the franchise	Article 8	No involvement in a competing business; cannot assist or deal with a competing business; cannot infringe on another franchisee's territorial rights.
r. Noncompetition covenants after the franchise is terminated or expires	Article 8	No involvement in a competing business for 2 years in or within 25 miles of your Development Area or any Roni's Mac Bar; no solicitation of customers of your Franchised Businesses for 2 years.
s. Modification of the agreement	Article 11.12	The Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification.
t. Integration/merger clauses	Article 11.12	This Agreement is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Developer, provided that nothing in this Agreement is intended to disclaim the representations made to Developer in Franchisor's Franchise Disclosure Document~~.~~ (subject to applicable state law).

Provision	Section in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article 10	Any claim or controversy arising out of or related to this Agreement must be settled by mandatory binding arbitration in McLennan, Texas~~.~~ (subject to applicable state law).
v. Choice of forum	Article 10.5	Any and all suits, actions, or other proceedings concerning, arising out of, or in connection with this Agreement shall be litigated in courts having a situs within McLennan, Texas (subject to applicable state law).
w. Choice of law	Article 10.5	The state of Texas (subject to applicable state law)

A provision in your Area Development that terminates the agreement on your bankruptcy may not be enforceable under federal bankruptcy law.

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

Below are the Gross Sales, Gross Profits, and Net Operating Income, ~~Gross Monthly Revenue~~and Net Operating Income for the period of ~~April~~January 1, 2024~~2023~~ to ~~March~~December 31, 2024 of our company owned outlet~~ located at 720 Franklin Avenue, Waco, TX 76701 along with your anticipated Franchise Business.~~. There were no operational franchisees during the time period that these Gross Sales, Gross Profits, and Net Operating Income, and ~~Gross Monthly Revenues~~Net

Operating Income were derived.

~~Gross Sales, Gross Profits, and Net Operating Income for the period of April 1, 2023 to March 31, 2024:~~

~~April~~January 1, 2024~~2023~~, to ~~March~~December 31, 2024		
Total Sales*	**$~~768,553.540~~720,395.50**	
Cost of Goods Sold		
Food Cost	**$~~222,530.60~~215,737.50**	**~~28~~29.95%**
~~Food Hall Beverage~~Landlord Cup Cost**	**$~~40,083.68~~45,225.00**	**~~5.22~~6.28%**
New Item Testing	**$2,392.32**	**0.33%**
Paper/Supplies	**$~~7,683.00~~9,086.26**	**1.~~00~~26%**
Expenses		
Advertising & Marketing	**$4,~~019.82~~001.72**	**0.~~52~~56%**
Bank Charges & Fees	**$1,561.98**	**0.~~20~~22%**
Car & Truck	**$~~1,14.84~~97.41**	**0.01%**
Insurance	**$~~2,043.96~~3,201.71**	**0.~~27~~44%**
Job Supplies	**$~~4,382.46~~2,099.14**	**0.~~57~~29%**
Legal & Professional Services	**~~$1,657.00~~**	**~~0.22%~~**
Meals & Entertainment	**$2,~~181.29~~108.03**	**0.~~28~~29%**
Office Supplies & Software	**$~~5,121.72~~2,399.45**	**0.~~67~~33%**
Rent & Lease	**$~~66,452.74~~57,605.57**	**8.~~65~~00%**
Repairs & Maintenance	**$~~752.13~~2,482.31**	**0.~~10~~34%**
Taxes & Licenses	**$~~290.00~~700.74**	**0.~~04~~10%**
Travel	**$~~162.94~~101.05**	**0.~~02~~01%**
Utilities	**$1,~~866.23~~650.86**	**0.~~24~~23%**
Dues and Subscriptions	**$~~6,630.35~~9,103.19**	**~~0.87~~1.26%**
Credit Card Fees	**$~~20,737.63~~16,711.26**	**2.~~70~~32%**
Equipment Purchases	**$~~227.15~~817.97**	**0.~~03~~11%**
Payroll		
Employer Taxes	**$~~28,271.28~~22,452.35**	**3.~~68~~12%**
Processing Fees	**$3,~~696.30~~510.17**	**0.~~48~~49%**
Wages	**$~~148,160.55~~143,711.88**	**19.~~28~~96%**
General Manager	**$~~45,488.25~~49,075.27**	**~~5.92~~6.81%**
Other Expenses		

Training & Education	**$~~587.79~~584.44**	**0.08%**
Laundry	**$3,~~852.40~~719.63**	**0.~~50~~52%**
Uniforms	**$~~1,424.17~~141.81**	**0.~~19~~02%**
3rd Party Delivery Fees	**$~~30,246.35~~24,609.22**	**3.~~94~~42%**
NET INCOME	**$~~118,326.65~~95,507.26**	**~~15.40~~13.26%**

~~Gross Monthly Revenue for the period of April 1,~~ * The landlord of this location prohibits operation of this Roni's Mac Bar on Mondays, allowing the store to operate only 6 days per week. This restriction is unique to this location and is not in effect for the standard franchise offering.

** The landlord of this location requires us to purchase drink cups for $1.69 per cup at this location. This fee is unique to this location and is not applicable to the standard franchise offering.

~~2023 to March 31, 2024:~~

~~Month~~	~~Gross Revenue~~
~~April - 2023~~	~~$51,402.67~~
~~May - 2023~~	~~$64,080.49~~
~~June - 2023~~	~~$73,009.79~~
~~July - 2023~~	~~$77,457.41~~
~~August - 2023~~	~~$61,842.99~~
~~September - 2023~~	~~$64,676.85~~
~~October - 2023~~	~~$64,626.84~~
~~November - 2023~~	~~$57,627.08~~
~~December - 2023~~	~~$63,029.96~~
~~January - 2024~~	~~$55,066.92~~
~~February - 2024~~	~~$58,473.02~~
~~March - 2024~~	~~$77,259.52~~

~~Anticipated Franchised Business:~~

~~April 1, 2023, to March 31, 2024~~		
~~***Total Sales***~~	~~$768,553.540~~	
~~***Cost of Goods Sold***~~		
~~**Food Cost**~~	~~$222,530.60~~	~~28.95%~~
~~**Food Hall Beverage Cost**~~	~~$18,000.00~~	~~2.34%~~
~~**Paper/Supplies**~~	~~$7,683.00~~	~~1.00%~~
~~***Expenses***~~		

~~Advertising & Marketing~~	~~$4,019.82~~	~~0.52%~~
~~Bank Charges & Fees~~	~~$1,561.98~~	~~0.20%~~
~~Car & Truck~~	~~$1,14.84~~	~~0.01%~~
~~Insurance~~	~~$2,043.96~~	~~0.27%~~
~~Job Supplies~~	~~$4,382.46~~	~~0.57%~~
~~Legal & Professional Services~~	~~$1,657.00~~	~~0.22%~~
~~Meals & Entertainment~~	~~$2,181.29~~	~~0.28%~~
~~Office Supplies & Software~~	~~$5,121.72~~	~~0.67%~~
~~Rent & Lease~~	~~$66,452.74~~	~~8.65%~~
~~Repairs & Maintenance~~	~~$752.13~~	~~0.10%~~
~~Taxes & Licenses~~	~~$290.00~~	~~0.04%~~
~~Travel~~	~~$162.94~~	~~0.02%~~
~~Utilities~~	~~$1,866.23~~	~~0.24%~~
~~Dues and Subscriptions~~	~~$6,630.35~~	~~0.87%~~
~~Credit Card Fees~~	~~$20,737.63~~	~~2.70%~~
~~Equipment Purchases~~	~~$227.15~~	~~0.03%~~
~~Royalty Fee Payable to Franchisor~~	~~$45,343.48~~	~~5.9%~~
~~*Payroll*~~		
~~Employer Taxes~~	~~$28,271.28~~	~~3.68%~~
~~Processing Fees~~	~~$3,696.30~~	~~0.48%~~
~~Wages~~	~~$148,160.55~~	~~19.28%~~
~~General Manager~~	~~$45,488.25~~	~~5.92%~~
~~*Other Expenses*~~		
~~Training & Education~~	~~$587.79~~	~~0.08%~~
~~Laundry~~	~~$3,852.40~~	~~0.50%~~
~~Uniforms~~	~~$1,424.17~~	~~0.19%~~
~~3rd Party Delivery Fees~~	~~$30,246.35~~	~~3.94%~~
~~NET INCOME~~	~~$118,326.65~~	~~15.40%~~

This financial performance representation is based on the performance of company-owned outlet. You will incur Royalty Fees and other franchise fees, which the company-owned outlet did not incur as calculated here in the table below. There are no material differences between the company-owned outlets in this financial performance representation and franchises offered in this disclosure document.

The term "Gross Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns. The term "Gross Profits" means gross sales minus cost of goods sold. The term "Net Operating Income" means Gross Sales minus all expenses.
Our management prepared this financial performance representation based on the outlet's historical bookkeeping books and records. Written substantiation for the financial performance representation will be available upon a reasonable request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

Other than the preceding financial performance representation, ~~Roni's~~Roni's Mac Bar Franchising, LLC does not make any representations about a franchisee's future financial performance ~~representations~~or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Frank Senese at 720 Franklin Avenue, Waco, TX 76701 or by telephone at 254-218-5954, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022~~2021~~	0	0	0
	2023~~2022~~	0	0	0
	~~2023~~2024	0	~~0~~4	~~0~~+4
Company-Owned	2022~~2021~~	0	~~0~~1	~~0~~+1
	2023~~2022~~	~~0~~1	1	~~+1~~0
	~~2023~~2024	1	~~0~~1	0
TOTAL OUTLETS	**2022~~2021~~**	**0**	**~~0~~1**	**~~0~~+1**
	2023~~2022~~	**~~0~~1**	**1**	**~~+~~1**
	~~2023~~2024	**1**	**~~0~~5**	**~~0~~+4**

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(Other than Franchisor)
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Number of Transfers
All States	2022~~2021~~	0
	2023~~2022~~	0
	2024~~2023~~	0
TOTAL	**2022~~2021~~**	**0**
	2023~~2022~~	**0**

State	Year	Number of Transfers
	~~2023~~**2024**	**0**

Table No. 3
STATUS OF FRANCHISED OUTLETS
For Years ~~2021~~2022 to ~~2023*~~2024*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Texas~~All States~~	2022 ~~2021~~	0	0	0	0	0	0	0
	2023 ~~2022~~	0	0	0	0	0	0	0
	~~2023~~ 2024	0	~~0~~3	0	0	0	0	~~0~~3
Utah	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TOTAL	~~**2021**~~ **2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	~~**2022**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**4**	**0**	**0**	**0**	**0**	**4**

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.
Where a franchise territory covers more than one state, the franchise, for purposes of this table, is assigned to the state where it has the bulk of its operation, which is not necessarily the same state shown in the business address in the list of franchisees, ~~EXHIBIT G.~~Exhibit D.

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	~~2021~~2022	0	~~0~~1	0	0	0	~~0~~1
	2023~~2022~~	~~0~~1	~~1~~0	0	0	0	1
	~~2023~~2024	1	0	0	0	0	1
TOTAL	**~~2020~~2022**	**0**	**~~0~~1**	**0**	**0**	**0**	**0**
	~~2021~~2023	**~~0~~1**	**0**	**0**	**0**	**0**	**~~0~~1**
	2024~~2022~~	**~~0~~1**	**~~1~~0**	**0**	**0**	**0**	**1**

Table No. 5
PROJECTED OPENINGS
As of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	~~0~~1	1	0
Missouri	1	1	0
New Mexico	~~0~~2	~~1~~2	0
Pennsylvania	~~0~~1	~~1~~0	0
Tennessee	~~0~~1	1	0
Texas	~~3~~2	~~4~~2	~~1~~2
Utah	1	~~2~~1	0
TOTAL	**~~5~~9**	**~~11~~8**	**~~1~~2**

The number of new franchised locations projected to be opened in the next fiscal year, as presented in the table above, is an estimate based on the best information we have as of the date of this disclosure document. There is no assurance that the actual number of openings, or the states in which we projected the openings, will be the same as our estimates.

A list of the names, addresses, and telephone numbers of all Roni's Mac Bar franchisees is attached to this disclosure document as G. A list of the names, last known home addresses, and telephone numbers of every Roni's Mac Bar franchise that has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of

this disclosure document, is attached to this disclosure document as ~~EXHIBIT H.~~Exhibit D. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our Franchise Advisory Council has not been established as of the date of this document.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Roni's Mac Bar franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.
~~During the last three years, our franchisees have been required to signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Roni's Mac Bar. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.~~

~~**ITEM 21. FINANCIAL STATEMENTS**~~

ITEM 21. FINANCIAL STATEMENTS

Roni's Mac Bar Franchising LLC was formed on May 4, 2023. Because we have not been in business for three years, we are not able to include the three prior years of audited financial statements normally required by this Item 21. Exhibit ~~I~~e contains our audited financial statements for ~~our last~~the fiscal year ended December 31, 2023~~. Also included is our unaudited financial statements for the period ended October~~, and December 31, 2024.

Our fiscal year ends on December 31.

~~**ITEM 22. CONTRACTS**~~

ITEM 22. CONTRACTS

The following exhibits to this disclosure document are the contracts used by us in offering franchises:

~~EXHIBIT A FRANCHISE AGREEMENT~~
~~EXHIBIT B AREA DEVELOPMENT AGREEMENT~~
~~EXHIBIT C PERSONAL GUARANTY~~
~~EXHIBIT D RESTRICTIVE COVENANT AGREEMENT~~
~~EXHIBIT E POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER~~

~~**ITEM 23. RECEIPT**~~

Exhibit A – Franchise Agreement
Exhibit B – Area Development Agreement
Exhibit H – Franchisee Acknowledgement Statement

ITEM 23. RECEIPT

The Receipt page is attached ~~to the last page~~as Exhibit I of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document

RONI'S
Mac Bar

EXHIBIT A

FRANCHISE AGREEMENT

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

RONI'S

Mac Bar

~~**Franchise Agreement**~~

~~**BETWEEN**~~

~~RONI'S~~RONI'S MAC BAR FRANCHISING, LLC

~~**FRANCHISOR**~~

~~**AND**~~

_____

RONI'S MAC BAR
FRANCHISE AGREEMENT

_____
_____**FRANCHISEE**

_____
~~**Location (Common Territory Name)**~~

_____
~~**DATED**~~

~~Table of Contents~~

~~1. APPOINTMENT ..... 2~~
~~2. TERM AND RENEWAL ..... 5~~
~~3. INITIAL AND ON-GOING FEES ..... 6~~
~~4. OPENING OF FRANCHISED BUSINESS ..... 6~~
~~5. TRAINING AND ASSISTANCE ..... 9~~
~~6. SYSTEM STANDARDS ..... 10~~
~~7. FRANCHISED BUSINESS OPERATIONS ..... 13~~
~~8. MANAGEMENT AND STAFFING ..... 15~~
~~9. COMMUNICATIONS AND INFORMATION SYSTEMS ..... 16~~
~~10. RECORDS AND REPORTS ..... 18~~
~~11. INDEMNIFICATION AND INSURANCE ..... 20~~
~~12. PROPRIETARY MARKS ..... 21~~
~~13. CONFIDENTIAL OPERATING MANUAL ..... 22~~
~~14. CONFIDENTIAL INFORMATION ..... 23~~
~~15. ADVERTISING ..... 24~~
~~16. TRANSFERABILITY OF INTEREST ..... 26~~
~~17. TERMINATION ..... 29~~
~~18. OBLIGATIONS UPON TERMINATION ..... 33~~
~~19. COVENANTS OF FRANCHISEE ..... 34~~
~~20. ENFORCEMENT ..... 36~~
~~21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION ..... 38~~
~~22. MISCELLANEOUS ..... 39~~

~~Exhibits~~

~~EXHIBIT 1. ..... IDENTIFICATION OF FRANCHISEE~~
~~EXHIBIT 2. ..... SITE AND TERRITORY~~
~~EXHIBIT 3. ..... AUTHORIZATION FOR ELECTRONIC TRANSFER OF FUNDS~~
~~EXHIBIT 4. ..... SITE SELECTION ADDENDUM~~
~~EXHIBIT 5. ..... RIDER TO FRANCHISE PREMISES LEASE AGREEMENT~~

~~RONI'S~~

EFFECTIVE DATE

RONI'S MAC BAR FRANCHISING, LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

1. RECITATIONS. 7
2. GRANT OF FRANCHISE. 7
3. TERRITORY. 7
4. TERM. 9
5. SUCCESSOR AGREEMENT OPTIONS. 9
6. FEES. 11
7. TRAINING. 13
8. FRANCHISED LOCATION REQUIREMENTS. 14
9. MAINTENANCE AND IMPROVEMENT OF THE PREMISES AND SYSTEM. 16
10. FRANCHISOR'S OBLIGATIONS. 17
11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. 18
12. FRANCHISEE'S OPERATIONS. 20
13. ADVERTISING, PROMOTIONS AND RELATED FEES. 20
14. INTELLECTUAL PROPERTY. 41
15. INSURANCE AND INDEMNIFICATION. 43
16. TRANSFERS. 45
17. DEFAULTS. 30
18. POST-TERMINATION. 62
19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS. 65
20. DISPUTE RESOLUTION. 74
21. GENERAL. 76

Attachments
1 - Trademarks
2 - Territory
3 - ACH Authorization
4 - Collateral Assignment of Lease
5 - Statement of Ownership Interests in Franchisee
6 - Spousal Guaranty
7 - Internet Advertising, Social Media, Software, and Telephone Account Agreement
8 - Confidentiality and Non-Compete Agreement

THIS FRANCHISE AGREEMENT (the "Agreement~~), made~~ ") is being entered into this day of _____ _____ (the "Effective Date"), by and between ~~Roni's~~Roni's Mac Bar Franchising, LLC, a Texas ~~Limited Liability Company (the Franchisor), and~~ _____, ~~a(n)~~ _____ ~~(the Franchisee) on the date signed herein by the franchisor herein~~ _____ ~~(the Effective Date).~~

~~W I T N E S S E T H:~~

~~WHEREAS Franchisor has dedicated time, skill, effort, and money to create and develop and continues to develop a system (the System) for the establishment and operation of a distinctive type~~limited liability company, with its principal place of business ~~(referred to as a Roni's Mac Bar or the Franchised Business) that offers a~~at 720 Franklin Avenue, Waco, Texas 76701 (herein "Franchisor"), and _____, a(n) _____, with its principal place of business located at _____, and _____'s principal(s) _____, an individual, residing at _____, and _____, an individual, residing at _____ ("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a high quality, fast-casual restaurant featuring build-your-own mac and cheese and other menu items~~; and~~

~~WHEREAS, the System consists of distinctive methods and procedures for marketing and advertising; specially designed business forms and procedures for the efficient operation of the Franchised Business; an~~ using the Roni's Mac Bar trademarks and Franchisor's confidential operations manual ~~(the Operating~~ ("Manual~~); and specially designated equipment, techniques, and procedures for the promotion and provision of Franchisee's services; and~~

~~WHEREAS, Franchisor has invested substantial amounts~~") of ~~money in developing and continues to develop, use and control the use of the marks Roni's Mac Bar design, stylized, any derivatives thereof, and certain other trade names,~~ business ~~names, service marks, trademarks, logos, designs, and trade symbols (collectively referred to as the Marks) to identify to the public the source of services marketed thereunder and through the Roni's Mac Bar System and to represent the Roni's Mac Bar uniform and high standards of quality; and~~practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

~~WHEREAS,~~ The ~~mark Roni's~~System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including but not limited to the Roni's Mac Bar ~~is registered/being with the United States Patent and Trademark Office. This registration engenders the exclusive right to use all of the Marks and any derivatives thereof in connection with the operation of the Roni's Mac Bar System~~service marks, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now ~~or~~ designated and may ~~from time to time~~hereafter be designated ~~in writing~~or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor ~~operation~~continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the ~~System, and~~Marks and the System and to represent the System's high standards of quality, appearance, and service.

~~WHEREAS,~~

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality~~ and~~, service, and appearance, and the necessity of ~~opening and~~ operating the ~~Franchised Business~~ business franchised hereunder in conformity with Franchisor's standards and specifications~~ as presented in Franchisor's Operating Manual and updates, and preserving the confidentiality of the System; and~~.

~~WHEREAS, Franchisee has applied for a license to operate a Roni's Mac Bar Franchise. In reliance upon all of the representations made by Franchisee in the application and this Agreement, Franchisor has approved Franchisee's application;~~

NOW, THEREFORE, the parties, in consideration of the ~~above Recital, which is incorporated herein as if fully rewritten, and the mutual~~ promises~~ contained herein, the parties agree as follows:~~

~~1.~~ ~~APPOINTMENT~~

~~A. Grant~~, undertakings and commitments of **~~Franchise~~**each party

~~Franchisor grants~~ to ~~Franchisee the right to operate a Restaurant Franchised Business (the **Model Concept**) under the System and the Marks and using the system standards set (referred to herein as "**System Standards,**" which include the terms of this Agreement, the Operating Manual (as defined here),~~ the other ~~directives provided by Franchisor) at the location (the **Site**) and in the geographic area specified in the Territory Addendum attached as Exhibit 2, which thereby constitutes the collectively Franchised Business Territory (the "**Territory**"). Franchisee is herein granted the right to only sell and accept orders from the Site and only advertise, solicit, and offer to sell within the Territory Permitted Products and Services (as defined herein) in accordance with this Agreement.~~

~~Franchisee shall not offer or perform services or sell products other than to only sell and accept orders from the Site and only advertise, solicit, and offer to sell within the Territory (referred to as **Outside Territory Activity**) without Franchisor's prior written consent, which Franchise may give and withdraw as Franchisor deems appropriate, and which may be conditioned as Franchisor sees necessary or desirable. If Franchisor permits Outside Territory Activity, Franchisee must comply with all of the conditions and other requirements that Franchisor may, from time to time, specify in the Brand Standards Manuals or otherwise in writing with respect to such activities. Franchisor may at any time condition Franchisee's continued Outside Territory Activity on Franchisee's agreement to purchase the franchise rights for the territory in which the Outside Territory Activity is being performed. At any time upon our demand or upon notice from Franchisor that the territory in question has been assigned to another Franchised Business or affiliate or assignee of Franchisor, Franchisee agrees to cease all Outside Territory Activity immediately and to comply with Franchisor's procedures for the transition of customer accounts for that territory. Under no circumstances will Franchisor be liable to Franchisee for violations by other Franchised Businesses of our policies on Outside Territory Activity.~~

~~If a Site is not identified upon the signing of this Agreement, Franchisee shall execute a Site Selection Addendum (Exhibit 4). Franchisee acknowledges and agrees that Franchisor's approval of the Site may, in part, be conditioned on Franchisee's and the Site landlord's execution of the Lease Rider, which is included herein as Exhibit 5 or in another form acceptable to Franchisor. In any event, the Site of the Franchised Business must be secured by lease or other lawful rights of possession no later than 6 months. Time is of the essence. It is acknowledged and agreed that Franchisee's failure to secure a Site or Franchisor's failure to approve a Site within the aforementioned time is a material default of this Agreement, which may, among other things, be grounds for the termination of this Agreement.~~

~~Franchisee may not and is not granted the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory or operate using other Model Concepts unless we give you written consent to serve another specified area where no other Roni's Mac Bar franchise or company-owned unit is located. Franchisee acknowledges and agrees to obtain the prior written consent of Franchisor before advertising, offering, or selling beyond the aforementioned grant herein. If Franchisee is granted consent to service another specified area, Franchisee covenants and agrees to be obligated to pay royalty fees and other fees to Franchisor for the services performed or products sold.~~

~~B. Franchisor Restrictions~~

~~Provided that Franchisee is in compliance with this Agreement and Franchisee is not in breach of this Agreement, subject to the limitation, and except as otherwise~~ set forth herein, ~~Franchisor shall not establish or franchise another to establish the same Roni's Mac Bar Model Concept under the Roni's Mac~~

~~Bar Marks within the Territory during the Term of this Agreement. If, for any reason, the boundaries of the Territory are moved, altered, or eliminated, Franchisor shall re-define the boundaries of the Territory to correspond as nearly as possible, in Franchisor's discretion, to Franchisee's original Territory and Franchisor's decision shall be final and binding upon both Franchisor and Franchisee. Franchisor is not obligated to ensure that no other franchise will conduct operations in your Territory. Although such activities are discouraged, we reserve the right to determine how to respond to any such situation. Franchisor is not required to pay Franchisee any compensation for Franchisor or other franchisees soliciting or accepting orders in Franchisee's Territory. Under no circumstances will we be liable to you for violations by other Franchised Businesses of our policies on out-of-Territory sales and services.~~and intending to be legally bound hereby, mutually agree as follows:

~~C.~~ Reserved Rights

~~Franchisor specifically reserves all rights not expressly granted to Franchisee in this Agreement. Without limiting the generality of the preceding sentence, Franchisor has the right to:~~

~~**1.** Own, acquire, establish, operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks outside the Territory.~~

~~**2.** Acquire a system of Competitive Businesses (as defined herein) with units located within the Territory or outside the Territory, subject to the provisions of this Agreement.~~

~~**3.** Establish or license another to establish a Roni's Mac Bar Model Concept, including but not limited to a storefront, brick and mortar, co-branded, pop-up, virtual, or mobile outlets that are different than the Franchised Business Model Concept within or outside the Territory under the Roni's Mac Bar Marks or other marks, trademarks, or services.~~

~~**4.** Sell or franchise others to sell the services and products authorized for Roni's Mac Bar Franchised Business using the Marks or other trademarks, service marks, and commercial symbols through alternate channels of distribution, venues, sites, or Model Concepts other than the Model Concept of the Franchised Business (including but not limited to storefront, brick, and mortar, co-branded, pop-up, virtual, or mobile outlets, joint marketing with partner companies, direct mail, catalog sales, internet sites, and co-branding strategies, pursuant to such terms and conditions as Franchisor deems appropriate.~~

~~**5.** Franchisor, its affiliates, or a franchisee or licensee may advertise, promote, market, or sell goods or services using the Marks over the Internet, the world wide web, or any other electronic network.~~

~~**6.** Offer and sell the services and products authorized for Franchised Business using the Marks or other trademarks, service marks, and commercial symbols to Special Accounts as defined and per the conditions set forth in this Agreement.~~

~~**7.** Own, acquire, establish, operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the Franchised Business, whether under the Marks or other proprietary marks, in Special Venues as defined in this Agreement.~~

~~D.~~ Special Venues

~~Franchisor, its affiliates, or a franchisee or licensee may own, acquire, establish and operate, and license others to establish and operate businesses like the Franchised Business or substantially similar to the~~

~~Franchised Business, whether under the Marks or other proprietary marks in any temporary or permanent venue where there is a captive audience and where the primary purpose is other than patronizing a Roni's Mac Bar business (referred herein as a "**Special Venue**"), in the way of examples, but not an exhaustive list: malls, colleges, universities, entertainment and sports centers, military bases, transportation facilities, supermarkets, and service stations within the Territory or outside of the Territory.~~

~~E. Special Accounts~~

~~The Franchisor has the exclusive right to contract with customers or third-party delivery carriers and/or vendors whose offices, stores, plants, buildings, or other physical facilities are not confined to the territory of a single Roni's Mac Bar territory or the trading area of a single Franchise, Franchisor-owned, or Affiliate-owned business (referred to herein "**Special Accounts**"). If Franchisor establishes a contract for facilities of a Special Account located in the Territory, Franchisor shall offer Franchisee the first option of providing the services to the Special Account at those facilities in the Territory at the prices and subject to the contract requirements negotiated by Franchisor with the Special Account. If Franchisee accepts the project, Franchisor will collect all amounts due from the Special Account and remit to Franchisee the amount due for products and services rendered Special Account, less the amount of Royalties and other fees due under this Agreement. All amounts collected from Special Accounts on Franchisee's behalf or by Franchisee from Special Accounts will be included in Franchisee's Gross Revenues for purposes of calculating Royalties and other fees due under this Agreement.~~

~~If Franchisee declines to accept the project, Franchisor will have the unfettered right to fulfill the contract requirements to the Special Account in the Territory in any manner it deems suitable, including through other Roni's Mac Bar Franchisees, a Franchisor or Affiliate-owned business, or a third-party contractor. Additionally, if at any time a Special Account for any reasonable requests that services in the Territory be provided by someone other than Franchisee, Franchisor may revoke Franchisee's option or right to provide or continue to provide the services and may fulfill the contract requirements of the Special Account in the Territory in any manner Franchisor deems suitable.~~

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Roni's Mac Bar franchise (the "Franchise" or "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved, and further developed by Franchisor from time to time. This grant applies only to the single premises and within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. TERRITORY.

3.1 Protected Territory. Franchisor agrees that Franchisor will not, and will not permit any other Roni's Mac Bar franchisees, to operate a dedicated Roni's Mac Bar outlet in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement or this Agreement has not expired or been terminated, subject to Section 3.2 below. Notwithstanding, Franchisee acknowledges that the Territory does not grant Franchisee any exclusive customer base. Franchisee further acknowledges that Franchisor and all System franchisees have the right to conduct sales by delivery in any area with Franchisor's consent, which may include the Territory. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Roni's Mac Bar outlets around, bordering, and adjacent to the Territory.

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the

Territory. By way of example only, Franchisor reserves the right, within and/or outside of the Territory to (i) offer and sell other products or services not offered under the Marks; (ii) offer and sell other food service concepts under the Marks or other trademarks; (iii) offer and sell Roni's Mac Bar products or services at non-traditional or captive market venues, which includes distribution through kiosks, carts, food trucks, counters, stores-within-a-store, grocery stores, convenience stores, amusement or theme parks, sports stadiums and arenas, enclosed shopping centers, military bases, airports, train stations, and gas stations; and (iv) engage in solicitation and sales of Roni's Mac Bar products or services through the Internet, catalog sales, telemarketing and direct marketing ("Alternate Distribution Channels"). Franchisor further specifically reserves the right to solicit, sell to, negotiated rates with, and provide Franchised Business goods and service to events businesses and other organizations that conduct public or private events ("Commercial Accounts"). Franchisor may offer Franchisee the right to service Commercial Accounts in the Territory, provided that Franchisee accepts negotiated terms; otherwise, Franchisor may service the Commercial Accounts either directly or permit another franchisee to provide such service. Franchisee will receive no compensation for Franchisor's sales made within the Territory pursuant to rights reserved in this Section 3.2, including sales through Alternate Distribution Channels or declined Commercial Accounts made within the Territory. Franchisee further agrees that implementation of Franchisor's rights pursuant to this Section 3.2 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

3.3 Solicitation and Sales Restrictions. Franchisee must target Franchisee's advertising within the Territory and may only solicit sales from customers located within the Territory. Notwithstanding, Franchisee may engage in sales by delivery outside of the Territory, with Franchisor's prior consent. Franchisee is prohibited from selling and soliciting customers through Alternate Distribution Channels, provided that Franchisee may fulfill at the Franchised Business premises orders received through Franchisor's approved online ordering platform or approved third-party delivery applications.

~~F.~~ 3.4 Acquisition of Competing System

. If Franchisee is in compliance with this Agreement and Franchisor acquires a system of Competitive Businesses as defined in Section 19.5.1 herein (an "Acquired System") during the ~~term of this Agreement~~Term, the following terms apply:

3.4.1. Franchisor ~~shall~~may offer Franchisee the option to purchase and operate, as a Roni's Mac

~~1.~~ Bar Franchise, any unit of the Acquired System (an "Acquired Unit") that is both purchased by Franchisor for operation by Franchisor or an Affiliate (e.g., the unit will not be operated by a licensee of the Acquired Systems) and is located within the Territory. Franchisor ~~shall~~may provide Franchisee with written notice of Franchisor's purchase of the Acquired System, the terms and conditions applicable to Franchisee's option to purchase Acquired Units, and such other information that Franchisor deems necessary to be included in the notice. The terms and conditions offered to Franchisee will include, without limitation, the following: (i) the purchase price of the unit; and (ii) the requirement that Franchisee enters into Franchisor's then-current form of the franchise agreement for the Acquired Unit provided that Franchisee shall not be required to pay an Initial Franchise Fee for an Acquired Unit. If Franchisee does not elect to purchase or fails to complete the purchase of an Acquired Unit within two (2) months after its receipt of the notice, Franchisor has the right to operate itself or through an Affiliate or third-party licensee, the Acquired Unit under any trade name or trademark other than the Marks.

3.4.2. Franchisee has no right to purchase, and Franchisor is not obligated to offer

~~2.~~ Franchisee any option to purchase any Acquired Unit that a licensee operates under the Acquired Systems. Franchisor may license such units to be operated under any trade name or trademarks other than

the Marks and may also license additional units of the Acquired Systems to be developed and operated within the Territory.

~~2. TERM AND RENEWAL~~

~~A. Initial Term~~

~~Except as otherwise provided, the term of this Agreement shall be for a period of 10 years commencing on the date set forth on the cover hereof.~~

~~B. Renewal~~

~~Upon the expiration of the initial term or any renewal term hereof, Franchisee may, at its option, renew this Agreement for an additional term of 10 years (the "**Successor Franchise**"), provided that at the end of each term:~~

~~**1.** Franchisor is still offering Franchises at the time of each renewal period;~~
~~Franchisee has given Franchisor written notice of its election to renew not~~

4. TERM. Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. SUCCESSOR AGREEMENT OPTION.

Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for one (1) additional term of ten (10) years. The term of the Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a successor agreement fee equal to Twenty Thousand Dollars ($20,000.00) ("Successor Agreement Fee"). In the event Franchisee is not in full compliance with Section 5.2 below at the time Franchisee notifies Franchisor of Franchisee's desire to enter into a successor agreement, it shall be in Franchisor's sole and absolute discretion whether to permit a successor term.

5.1 Form and Manner of Exercise. If Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, it shall be done in the following manner:

~~**2.**~~5.1.1 Not less than six (6) months, but not more than one (1) year, prior to the ~~end of the preceding term;~~expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee ~~is not in default under~~must execute and return to Franchisor all required documents, including any ~~provision~~ and all ancillary documents, within thirty (30) days after receipt by Franchisee of ~~this~~ a copy of Franchisor's then current Disclosure Document.

5.1.3 The Successor Franchise Agreement~~, any amendment or successor thereto, or any other~~ shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that

the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If ~~or instrument~~ Franchisee fails to perform any of the acts or deliver any of the notices required pursuant to this Paragraph 5 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Exercise. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee shall have obtained the right to continue to occupy the premises of the Franchised Business following the expiration of the Term hereof for the full term of the Successor Franchise Agreement and/or have received Franchisor's approval regarding locating the Franchised Business to a new premises.

5.2.5 Franchisee shall execute Franchisor's then-current form of general release of all claims Franchisee may have against Roni's Mac Bar Franchising, LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee performs such remodeling, repairs, replacements, and redecoration as Franchisor may require in order to cause the Franchised Business premises, equipment, fixtures, furnishings, and furniture to conform to the plans and specifications being used for new or remodeled franchised businesses on the Successor Franchise Agreement date.

5.2.7 Franchisee shall pay the required Successor Agreement Fee and sign the Successor Franchise Agreement.

5.3 Notice ~~or its affiliates,~~ Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Roni's Mac Bar franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee

the then-current form of Successor Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate successor term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Successor Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to enter into a Successor Franchise Agreement as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES.

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of Forty-Nine Thousand Dollars ($49,000.00) (the "Initial Franchise Fee"). **The Initial Franchise Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances.** Franchisee shall pay the full amount of the Initial Franchise Fee to Franchisor upon Franchisee's execution of this Agreement.

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, throughout the Term, a royalty fee equal to five and nine tenths percent (5.9%) of the Gross Revenue, as hereinafter defined, realized from the Franchised Business and from any other revenues received using Franchisor's methods, operations and/or trade secrets (the "Royalty Fee"). The term "Gross Revenue" includes all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted hereunder, including but not limited, any and all other revenues received using Franchisor's methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue shall include the full amount payable by customers, without deduction for delivery costs, third party delivery fees, or for other write-offs; however, Gross Revenue shall not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, or (iii) properly documented promotional discounts (i.e., coupons). Gross Revenue does not include gift card purchases, at the time of purchase, but Gross Revenue does include the redemption amount of purchases made by gift card.

6.1.3 Gross Revenue Reports. Franchisee shall, on the Tuesday following the close of each week (Monday through Sunday), furnish Franchisor with a report verifying Franchisee's Gross Revenue at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the preceding week (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. Franchisor reserves the right to establish point of sale systems ("POS System") that Franchisor may require Franchisee to use from time to time in the operation of the Franchised Business. At Franchisor's option, Franchisee shall submit the Gross Revenue Report by an electronic transfer of data via the POS System at the times and interims then specified by Franchisor.

6.1.4 Method of Payment. Franchisee shall, together with the submission of the Gross Revenue Report, pay Franchisor the Royalty Fee and the Brand Fund Contribution, as defined and more particularly described in Article 13, then due. At Franchisor's request, Franchisee must execute documents, including but not limited to, the Authorization attached as Attachment 3, that allow Franchisor to automatically take the Royalty Fee and Brand Fund Contribution due as well as other sums due Franchisor, from business bank accounts via electronic funds transfers or Automated Clearing House ("ACH") payments. Franchisee's failure to allow electronic funds transfers or ACH payments on an ongoing basis is a material breach of this Agreement. If Franchisee fails to timely report Gross Revenue, then, in addition to a late fee and interest pursuant to Sections 6.3 and 6.4 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Royalty Fee payable. Franchisor shall reconcile amounts when Gross Revenue are reported. Franchisor reserves the right to modify the method and frequency of Gross Revenue Report submission and/or collection of the Royalty Fee and Brand Fund Contribution upon forty-five (45) days' prior notice to Franchisee.

6.2 Technology Bundle Fee. Franchisee shall pay Franchisor a technology bundle fee, in an amount that Franchisor reasonably determines, for the development, adoption and/or use of new or improved technology for the benefit of the System and Franchised Business, which may include but is not limited to, POS System access fees, online ordering integration systems, digital menu board software, assigned phone numbers and email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform or other operations or communications systems ("Technology Bundle Fee"). In Franchisor's sole discretion, Franchisor may (i) increase the amount of the Technology Bundle Fee or (ii) replace the technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Franchisee shall pay the Technology Bundle Fee in the manner and frequency as reasonably determined by Franchisor.

6.3 Late Fee. If the Royalty Fee, Brand Fund Contribution, Technology Bundle Fee, any other fee due and payable to Franchisor, or any Gross Revenue Reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of One Hundred Dollars ($100.00). This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay amounts to Franchisor and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.4 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum or at the highest rate permitted by law, whichever is lower.

6.5 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of Fifty Dollars ($50.00). This non-sufficient fund fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.6 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

7. TRAINING.

7.1 Initial Training Program. Franchisee (specifically including all Franchisee's principals) and Franchisee's general manager shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial training program ("Initial Training Program") prior to the opening of the Franchised Business. The Initial Training Program consists of a course conducted at Franchisor's headquarters and/or an affiliate-owned or franchised outlet. Franchisee must at all times during the term of this Agreement have principals who have successfully completed the Initial Training Program to Franchisor's sole and complete satisfaction. No charge shall be made for up to two (2) individuals to attend the Initial Training Program prior to opening the Franchised Business ("Initial Trainees"). Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, lodging, meals, and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Training Program. If the Initial Training Program is not satisfactorily completed or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Training Program cannot be satisfactorily completed by Franchisee and Franchisee's Principal(s), Franchisor may terminate this Agreement.

7.3 Pre-Opening Assistance. At no charge to Franchisee, Franchisor shall provide Franchisee with in-Territory assistance for up to four (4) days to prepare for Franchisee's grand opening marketing campaign and to assess Franchisee's competence with System marketing, operations, and financial reporting standards. Franchisor's representative shall provide Franchisee with feedback on process and management and may provide Franchisee with additional training, as determined by Franchisor. Franchisor also reserves the right to delay Franchisee's opening of the Franchised Business to the public until Franchisor is satisfied that Franchisee's operation complies with System standards.

7.4 Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time and as may be set forth in the Manual. If required by Franchisor, Franchisee, or Franchisee's Principals shall participate in additional training, which includes on-going and refresher training and/or an annual national business meeting or conference, for up to ten (10) days per year at a location designated by Franchisor. Franchisor reserves the right to impose a reasonable fee for all additional training programs. **Franchisee hereby authorizes Franchisor to take payment of additional training program fees, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual conference, including, without limitation, costs of travel, lodging, meals, and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a material default of this Agreement. Franchisee or Principal(s) shall be required to (i) pay a non-attendance fee, as set forth in the Manual, and (ii) obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal, and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.5 On-Site Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee's personnel at the Franchised Business premises. For any additional on-site

training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.6 Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided at the Franchised Business pursuant to Section 7.5, furnish consultation and assistance to Franchisee, either by telephone, video conferencing, e-mail or postal service, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding training, marketing, operation issues, purchasing and inventory control, bookkeeping and System improvements.

8. FRANCHISED BUSINESS SITE REQUIREMENTS.

8.1 Site Selection.

~~3.~~ 8.1.1 Franchisee assumes all cost, liability, expense, and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site premises is approved ~~suppliers of the System, and had substantially complied with all of the terms and conditions of all such agreements during the then-current terms;~~by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee's choosing in discharging such responsibility. Franchisee acknowledges that Franchisor's approval of a prospective site is permission only, does not constitute a representation, promise, warranty, or guarantee, express or implied, by Franchisor that the Franchised Business operated at that site will be profitable or otherwise successful, and cannot, and does not, create a liability for Franchisor. Franchisee releases Franchisor from any claims over the site location selection and evaluation by Franchisor, and Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business.

~~4. Franchisee has access to and the right to remain in possession of the Site or a suitable substitute location approved by Franchisor and meets Franchisor's then-current specifications and standards, for the entire term of the Successor Franchise.~~

~~5. Franchisee shall refurbish the Franchised Business to conform to the then-current trade dress, color schemes, and presentation of the Marks and Systems Standards;~~

~~Within thirty (30) days after delivery to Franchisee of all agreements and documents required by Franchisor for renewal, Franchisee shall execute and tender to Franchisor the then-current form of the franchise agreement and all other agreements and contracts that are normally and customarily signed by franchisees for renewal, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, different royalty; provided; however, the agreement offered Franchisee upon renewal shall not require Franchisee to pay the initial franchise fee again;~~

8.1.2 Franchisee shall locate a site that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor, in writing, a description of the site, together with written certification the site complies with Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require. Recognizing that time is of the essence, Franchisee shall submit such information and materials for a proposed site to Franchisor for its consent no

later than ninety (90) days after the execution of this Agreement. Within thirty (30) days after receipt of this information and materials, Franchisor will approve, or disapprove with comment, the proposed site as the location for the Franchised Business. No site may be used for the location of the Franchised Business unless it is approved in writing by Franchisor.

8.1.3 Within thirty (30) days after Franchisor has consented to the site for the Franchised Business (or such longer period as Franchisor consents to in writing), Franchisee shall execute a lease therefor, as applicable, and obtain physical possession of the premises. Any lease must include Franchisor's Conditional Assignment of Lease Agreement, a copy of which is attached hereto as Attachment 4. Failure by Franchisee to acquire the site for the Franchised Business within the time and in the manner required herein shall constitute a material event of default under this Agreement.

8.1.4 Upon consent by Franchisor to the site for the Franchised Business, Franchisor shall set forth the premises address and Territory in Attachment 2 of this Agreement and shall provide a copy thereof to Franchisee. Attachment 2, as completed by Franchisor, shall be incorporated herein and made a part hereof. Franchisee shall notify Franchisor within fifteen (15) days of any error or rejection of Attachment 2; otherwise, the Attachment 2 provided to Franchisee shall be deemed final.

8.2 Construction.

8.2.1 Franchisee shall be responsible for obtaining clearances that may be required by state or local laws, ordinances, or regulations or that may be necessary as a result of any restrictive covenants or regulations relating to the Franchised Business premises. Prior to beginning the construction of the Franchised Business, Franchisee shall (a) obtain Franchisor's approval of Franchisee's architect and contractor, which approval shall not be unreasonably withheld, (b) adapt Franchisor's prototypical construction plans and specifications, provided to Franchisee, for the construction of the Franchised Business premises and submit such adapted plans and specifications to Franchisor for approval, (c) obtain all permits, licenses, insurance and certifications required for the lawful construction or remodeling and operation of the Franchised Business, including, but not limited to, permits for the installation of signage, and (d) certify in writing to Franchisor that all required approvals, clearances, permits, insurance and certifications have been obtained.

8.2.2 During the time of construction or remodeling, Franchisee shall provide Franchisor, or its designated representative, with such periodic reports regarding the progress in obtaining all licenses and permits; and of the construction or remodeling as may be reasonably requested by Franchisor or its representative. In addition, Franchisor or its representative may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. At least thirty (30) days prior to completion of the construction or remodeling, Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling. Within a reasonable time after the date of completion of construction or remodeling, the Franchisor or its representative may, at its option, conduct a virtual or in-person inspection of the completed Franchised Business premises improvements.

8.2.3 Franchisee acknowledges and agrees that it will not open the Franchised Business for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

8.3 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business and commence business within one hundred twenty (120) days after Franchisee has obtain possession of the Franchised Business premises, unless Franchisee obtains a written extension of such time period from Franchisor. The date the Franchised Business opens for business to the public shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) complete

all exterior and interior preparations for the Franchised Business, including installation and cleaning of equipment, fixtures, furnishings and signs, in accordance with System requirements and the plans and specifications consented to by Franchisor, (ii) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article 7, (iii) hire and train staff, as required, (iv) purchase and stock initial inventory, and (v) obtain all required licenses and insurance (as described in Article 15 hereof) to operate the Franchised Business. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) within three hundred sixty-five (365) days following the date of this Agreement shall be deemed a material event of default under this Agreement.

8.4. No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to Franchised Business premises address and Territory set forth in Attachment 2, and no other. Franchisee shall not relocate the premises of the Franchised Business at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and, if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, Franchisee shall (i) pay a relocation fee equal to ten percent (10%) of Franchisor's then-current initial franchise fee, (ii) secure and outfit the replacement premises in accordance with Sections 8.1and 8.2 within one hundred twenty (120) days of Franchisor's consent, (iii) if feasible, continue to operate at the original premises during the construction of the replacement premises, and (iv) upon relocation, remove any signs or other property from the original Franchised Business premises which identified the original Franchised Business premises as part of the System. Failure to comply with the foregoing requirements shall be a material default of this Agreement. Franchisor shall revise Attachment 2 to reflect the address of the new Franchised Business premises and, in Franchisor's sole discretion, any adjustment to the Territory.

9. MAINTENANCE AND IMPROVEMENT OF THE PREMISES AND SYSTEM.

9.1 Maintenance of Franchised Business Premises. Franchisee shall equip and maintain the Franchised Business premises to the standards of décor, sanitation, repair, and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards, and specifications. Franchisee, at Franchisee's expense, shall make such additions, alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repainting and repairs or replacement of worn or impaired décor, materials, furniture, fixtures, equipment, and signage as Franchisor may direct.

9.2 Inspections. Franchisee shall operate and maintain the Franchised Business and Franchised Business premises in conformance with all regulations and best practices for food and beverage storage, handling, preparation, service, and disposal and in a manner that will ensure the highest rating possible for businesses of like kind from the governmental authorities that may inspect such businesses in the Territory. Franchisee shall submit to the Franchisor a copy of any inspection reports. It shall be a default of this Agreement if, upon inspection, Franchisee does not obtain such rating or if Franchisee fails to operate in accordance with the general standards of quality, maintenance, repairs, and sanitation required by the System, and Franchisor may, at its option, terminate this Agreement.

9.3 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, food preparation and storage equipment, the POS System, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new exterior premises designs, new interior decors, new color schemes, new or modified marks, and new furnishings (collectively, "Trade Dress Modifications").

9.4.2 No more than once in a two (2)-year period, at Franchisor's request, Franchisee shall refurbish the Franchised Business premises at Franchisee's sole expense, as required by Franchisor, to conform to Trade Dress Modifications. This includes, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Notwithstanding the foregoing restriction on the frequency of Trade Dress Modifications, Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use, and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damage caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on factors, including but not necessarily limited to, a franchisee's level of success, superior performance, and outlet profitability.

10. FRANCHISOR'S OBLIGATIONS.

Franchisor and/or its designated representative will provide the services described below:

10.1 Site Selection Guidelines. Site selection criteria, as Franchisor may deem advisable. Franchisor shall also approve the site in accordance with Section 8.1.2.

10.2 Construction. Criteria and specifications for a Roni's Mac Bar outlet. Such criteria and specifications include, but are not necessarily limited to, criteria with respect to required food storage and preparation, waste removal and ventilation systems. Franchisee shall independently, and at Franchisee's expense, have such criteria and specifications incorporated into the construction of the Franchised Business premises in accordance with Article 8.

10.3 Manual. Access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.4 Inspection. Inspection of the Franchised Business and evaluations of the products sold and services rendered therein whenever reasonably determined by Franchisor.

10.5 Pre-Opening Requirements. A list of equipment, fixtures, furnishings, signage, supplies, and products that will be required and/or recommended to open the Franchised Business for business.

10.6 Advertising Materials. Samples of certain advertising and promotional materials and information as may be developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.7 List of Supplies/Suppliers. Make available from time to time, and amend as deemed appropriate by the Franchisor, a list of required and/or recommended products and services for System franchisees and a list of approved and/or recommended suppliers of such items. Franchisee acknowledges that Franchisor or Franchisor's affiliate(s) may be the sole approved supplier(s) of certain products and services that Franchisee is required to purchase to operate the Franchised Business.

10.8 Training. The training programs are specified in Article 7 herein.

10.9 On-Site Assistance. On-site post-opening assistance at the Franchised Business premises in accordance with the provisions of Article 7.

10.10 Brand Fund. Administration of a Brand Fund in accordance with Section 13.3.

11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

11.1 Best Efforts. Franchisee, including each of Principal, covenant and agree that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.2.1 The Franchisee entity is duly organized and validly exists under the state law of its formation;

11.2.2 Attachment 5 of this Agreement accurately reflects all individuals with an ownership interest, whether direct or beneficial, in the Franchisee entity;

11.2.3 The Franchisee entity is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business premises and the Territory;

11.2.4 The Franchisee entity's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.5 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee; and

11.2.6 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities.

11.3 Spouse Guaranty. If any Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 6 hereof.

11.4 Appointment of Manager.

11.4.1 Franchisee shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Franchised Business premises. Franchisee shall designate its General Manager prior to attending the Initial Training Program. The General Manager shall be responsible for the daily operation of the Franchised Business premises. Unless otherwise permitted by Franchisor, the General Manager shall be, Franchisee, if Franchisee is an individual, or a Principal.

11.4.2 The General Manager shall, during the entire period he or she serves as General Manager, meet the following qualifications:

11.4.2.1The General Manager shall meet Franchisor's standards and criteria for such individual, as set forth in the Manual or otherwise in writing by Franchisor and shall be an individual otherwise acceptable to Franchisor in its sole discretion.

11.4.2.2 The General Manager shall devote his or her full time and best efforts to the supervision and management of the Franchised Business and may not engage in any other business activity without the Franchisor's consent, which may be withheld in Franchisor's sole discretion.

11.4.2.3 The General Manager shall satisfy the training requirements set forth in Article 7.

11.4.3 If the General Manager is not able to continue to serve in such capacity, or no longer qualifies to act as such in accordance with this Agreement, Franchisee shall promptly notify Franchisor and designate a replacement within forty-five (45) days after the General Manager ceases to serve, such replacement being subject to the same qualifications required by this Agreement. Franchisee's replacement General Manager shall attend and satisfactorily complete the Initial Training Program, at Franchisee's sole cost and expense, including the payment of the then-current tuition. Until such replacement is designated and trained, Franchisee shall provide interim management of the Franchised Business, who shall act in accordance with the terms of this Agreement. Any failure to comply with the requirements of this Section shall be deemed a material event of default under this Agreement. Franchisor, in Franchisor's sole discretion, may provide interim management support and charge Franchisee the then-current interim management support fee until such General Manager is properly trained or certified in accordance with Franchisor's requirements, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, and shall be withdrawn from Franchisee's designated bank account in accordance with Section 6.1.5.

11.5 Legal Compliance. Franchisee shall comply with all federal, state, and local laws, rules and regulations and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without

limitation, licenses to do business, health and sanitation inspections, if required, fictitious name registrations, sales and other tax permits, fire and police department clearances, Americans With Disability Act compliance, certificates of occupancy, any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation and any other requirement, rule, law or regulation of any federal, state or local jurisdiction. Franchisee shall further comply with all industry best practices with respect to the handling, storage, preparation, service and disposal of food and beverage products.

11.6 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which in any way relates to or affects the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business or Franchised Business premises, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.7 Assignment of Numbers and Listings. Franchisee shall execute such forms and documents including the Internet Advertising, Social Media, Software, and Telephone Listing Agreement contained in Attachement 7 hereof, to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers, listings, and passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.8 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all tax returns and reports related to the Franchised Business filed by Franchisee with any state or federal taxing authority.

11.9 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties, and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties, and covenants.

12. FRANCHISEE'S OPERATIONS.

12.1 Operation of Franchised Business Premises. To maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Use only those furnishings, fixtures, décor, equipment, ingredients, recipes, supplies and signage that conform with Franchisor's specifications and/or which shall be purchased from only those vendors then-currently designated and approved by Franchisor. Franchisee acknowledges and agrees that: (i) Franchisor and/or Franchisor's affiliate may be a designated supplier or sole approved supplier of any product or service that Franchisee is required to lease or purchase, (ii) Franchisor and/or Franchisor's affiliate may receive payment from supplier(s) related to Franchisee's required purchases or leases, and (iii) any payments so received are for Franchisor's benefit only and may be used or applied in any manner determined by Franchisor in Franchisor's sole and absolute discretion;

12.1.2 Maintain and operate the Franchised Business premises in attractive condition and good repair, using Franchisee's best efforts to maintain a clean, enjoyable and inviting atmosphere therein in accordance with System standards, the Manual and all other directives and requirements of Franchisor, and do such redecoration, repairing, refurbishing and restoration as from time to time may be reasonably required to meet System standards and Franchisor's requirements as they may be modified from time to time. Franchisee, at Franchisee's sole expense, shall cause Franchisee's equipment to be regularly serviced in accordance with any warranty and manufacturer's guidelines and the Manual;

12.1.3 Procure the necessary licenses or permits to allow food and beverage preparation and service and otherwise comply with all applicable governmental laws, ordinances, rules, and regulations including those related to health and sanitation;

12.1.4 Maintain sufficient inventories of ingredients, supplies and merchandise held for resale, as prescribed by Franchisor;

12.1.5 Conduct sales in accordance with Franchisor's standards and specifications, which shall include offering food and beverages in the format(s) Franchisor requires, such as dine-in, take-out, curbside pickup, catering, and delivery (either directly or through use of third-party delivery services and applications). Franchisee acknowledges and accepts that Franchisee may only engage in providing food and beverage service to end-consumers. Franchisee is expressly prohibited from selling products or services using the Franchised Business operations, assets and/or premises (i) that are not a part of the Roni's Mac Bar System or that are not approved by Franchisor, (ii) outside of the Franchised Business premises (excluding promotional and sales events in the Territory with Franchisor's prior approval), (iii) on the internet (excluding fulfillment of orders received online through Franchisor's approved platform or through approved third-party delivery applications), or (iv) to dealers and/or distributors for subsequent re-sale. Engaging in such sales shall be a material default of this Agreement;

12.1.6 Employ only qualified individuals, with food handler certifications as set forth in the Manual and other certification(s) required by the laws and regulations of the Territory, who Franchisee has trained to provide System goods and services in accordance with Franchisor's standards, which includes but is not limited to, the protection of Franchisor's confidential and proprietary information, and who will at all times enhance Franchisor's brand and conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to customers of the Franchised Business. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.7 Permit Franchisor or its agents, to inspect the Franchised Business premises and any services, products, or equipment, to determine whether they meet Franchisor's then-current standards, specifications, and requirements. In addition to any other remedies Franchisor may have, Franchisee shall

reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications;

12.1.8 Prominently display signs in and upon the Franchised Business premises using the Marks and/or other advertising and/or signs of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to not display in or upon the Franchised Business premises or elsewhere any sign or advertising media of any kind to which Franchisor reasonably objects, including signs and advertising media which have not been approved by Franchisor, or which have been improperly made or are outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business premises or elsewhere and remove any objectionable or non-approved signs or advertising media and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort;

12.1.9 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.1.10 Accept and honor all loyalty cards, promotional coupons, or other System-wide offers, on a uniform basis, as accepted by other franchisees in the System.

12.2 Bookkeeping and Reports.

12.2.1 Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures and chart of accounts specified by Franchisor. Franchisee agrees to purchase the POS System and other computer systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor. Franchisee acknowledges and agrees that the financial data of Franchisee's Franchised Business (i) is owned by Franchisor, (ii) is Franchisor's proprietary information, (iii) may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof, and (iv) may be shared with other franchisees in the System.

12.2.2 Within ten (10) days after the close of each calendar month and within ninety (90) days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

12.2.3 The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4 Franchisor reserves the right to require Franchisee, at Franchisee's expense, to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

12.2.5 Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds an understatement of any Gross Revenue Report, Franchisee shall pay Franchisor the amounts due together with interest thereon at the

rate provided herein, and if understated by two percent (2%) or more, Franchisee shall reimburse Franchisor for the cost of such examination. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.3 Computer Systems.

12.3.1 Franchisee, at Franchisee's sole expense, shall install and maintain the POS System and computer hardware, software and applications Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2 Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems and web-based payment processing accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's POS System, other computer systems and web-based payment processing accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's POS System, other computer systems and web-based payment processing accounts.

12.3.3 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's POS System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.4 Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5 Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall utilize the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6 Franchisor has established a website that provides information about the System and the products and services offered by the Roni's Mac Bar System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website with Franchisee's Franchised Business address, and may, at Franchisor's option, provide Franchisee with a linked webpage for the Franchised Business. Franchisee has no ownership or other proprietary rights to Franchisor's Website and Franchisee will lose all rights to such listing and/or webpage of Franchisee's outlet upon expiration or termination of this Agreement for any reason.

12.3.7 In addition to Franchisee's obligation pursuant to Section 6.2 hereof, Franchisee shall pay all fees and expenses for technology required by this Agreement, including but not limited to,

the costs of computer hardware and software and applications, installation costs and regularly recurring fees for software, Internet access, webpage maintenance fees, telecommunication systems, license fees, help desk fees, and licensing or user-based fees.

12.3.8 Franchisee is solely responsible for maintaining the security and integrity of the computer and payment processing systems used in the Franchised Business and the customer and other data stored therein. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software, and Internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing systems and the data stored therein from viruses, malware, privacy breaches or other unauthorized access.

12.4 Safety and Security of Premises. Franchisee is solely responsible for the safety and security of the Franchised Business premises for Franchisee, Franchisee's personnel, agents, customers, and the general public. Any suggestions by Franchisor on such matters are for guidance only and not binding on Franchisee. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Prices. Subject to applicable law, Franchisor may set advertised and/or maximum prices for System services and products. Franchisee shall have the right to provide services and sell products at any price through promotional discounts. Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering services or products at any particular price will enhance Franchisee's sales or profits.

~~**6.**~~ 12.6 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease, or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service

~~**7.** Franchisee must pay Franchisor a Renewal Fee of $20,000 at the same time that Franchisee gives Franchisor the written request required by this Section. If Franchisor refuses to grant Franchisee a Successor Franchise, Franchisor shall notify Franchisee of the refusal and refund the Successor Franchise Fee paid by Franchisee. The Successor Franchise Fee is not refundable under any other circumstances; and~~

~~**8.** Franchisee shall comply with Franchisor's then-current qualification and training requirements, including, without limitation, any training requirements specifically designated for renewing Franchisees.~~

~~C. Interim Term~~

~~If Franchisee does not execute a Successor Agreement before the expiration of the Agreement and Franchisee continues to operate the Franchised Business, then at Franchisor's option, this agreement may be treated either as (i) expired as of the expiration date, with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis (the "**Interim Term**") until terminated by either party with at least one month written notice. In the latter case, all of Franchisee's obligations will remain in full force and effect during the Interim Term as if this agreement had not expired, except the Royalty Fees and all other fees shall be at the Franchisor's then-current rates and amounts plus an additional 2% royalty on gross revenues, and all obligations and restrictions imposed on Franchisee upon the expiration of this agreement will be deemed to take effect upon termination of the Interim Term. Except as described in this paragraph, Franchisee has no right to continue to operate the Franchised Business following the expiration of the Initial Term. If any applicable Franchise Law requires a longer notice period, the one-month period will be deemed modified to be the shortest notice period required by the Franchise Law.~~

~~3. INITIAL AND ONGOING FEES~~

~~A. Initial Franchise Fee~~

~~Franchisee shall pay Franchisor an initial franchise fee of $49,000 in cash or by check, money order, or bank draft. The initial franchise fee is fully earned, due, and payable to Franchisor upon the execution of this Agreement, in consideration of, among other things, the administrative and other expenses incurred by Franchisor in furnishing items to Franchisee as described herein and for Franchisor's lost or deferred opportunity to franchise to others. Except as provided below, the initial franchise fee is not refundable.~~

~~B.~~

~~Following the commencement of the Franchised Business and in consideration of Franchisee's continued right to utilize the System and the Marks and Franchisor's ongoing assistance as described herein, Franchisee shall pay Franchisor, without offset, credit, or deduction of any nature, 5.9% of Gross Revenues each week after opening (the "Royalty Fee"). Royalty Fees are due and payable by the Monday of each week based on Franchisee's Gross Revenues for the preceding calendar week. Franchisee shall also pay all federal, state, and local sales or use taxes that may be levied or assessed, in whole or in part, on the Royalty Fees payable to Franchisor, regardless of whether such taxes be assessed against or payable by Franchisor or Franchisee.~~

~~C. Late Payments~~

~~Franchisee shall pay Franchisor a late fee of $100 plus interest at the rate of 18% for each Royalty Fee payment that is not received by Franchisor within five (5) days after the due date or the highest rate allowed by law, whichever is lower, from the date payment is due to the date payment is received by Franchisor, regardless of any subordinate agreement that may be in effect to postpone payment of fees.~~

~~D. Gross Revenues~~

~~The term "**Gross Revenues**," as used in this Agreement, shall mean all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds and discounts made to customers in good faith and in accordance with Franchisor's policies, and (ii) any sales or excise taxes that are separately stated and that Franchisee may be required to and does collect from customers and pays to any federal, state, or local taxing authority.~~

~~E. Method of Payment~~

~~Franchisee agrees to remit fees and any other amounts due to Franchisor hereunder via electronic funds transfer or other means as Franchisor may stipulate. Franchisee agrees to execute and deliver to Franchisor an authorization for the electronic transfer of funds (in the form attached hereto as Exhibit 3 or such other form as Franchisor may accept for direct debits from Franchisee's business bank operating account and comply with procedures specified by Franchisor and perform such acts as may be necessary to accomplish payment by electronic fund transfer. Franchisee authorizes Franchisor to initiate debit entries and/or correction entries to a designated checking account for payment of royalties or any other fees and amounts payable to Franchisor, including, but not limited to, attorney fees and interest. The franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment. If Franchisee has not timely reported Franchisee's Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized to debit Franchisee's account in an amount equal to 125% of the Royalty Fees and other fees and amounts payable by Franchisee for the last reporting period for which a statement of operations was received from Franchisee or alternatively in Franchisor's discretion, Franchisor shall be authorized to debit Franchisee's account an amount in accordance with the financial information automatically generated from the Franchised Business's~~

~~accounting or software application. Nothing contained in this paragraph shall be construed to waive Franchisee's obligations to submit any reports, records, or other materials required by this Agreement or waive any remedy available to Franchisor for Franchisee's failure to make timely payments. Irrespective of any designation by Franchisee, Franchisor has the right to apply any payments received from Franchisee to any past due indebtedness to Franchisor or its affiliate in such amounts and in such order as Franchisor determines.~~

~~F. Dispute of Amount Owed~~

~~Franchisee shall notify Franchisor in writing no later than 60 days of the assessment, payment, or invoicing of any amount due and owing or paid to Franchisor or its affiliate of disputed assessments, payments, or invoicing, including a description, date, basis, or evidence of the disputed payments or assessments. Franchisee acknowledges and agrees that absent Franchisee's notification of a dispute as prescribed above, Franchisee waives its right to dispute any amounts assessed, due, invoiced, or paid to Franchisor or its affiliates and the amount of all such assessments, payments, or invoices are assumed accurate and valid.~~

~~G.Right to Payment~~

~~To the extent permitted by law, Franchisee hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalty Fees or any other amounts due under this Agreement, or to offset against such amounts, any monies allegedly due from, or any alleged obligations of Franchisor, it being the intent of Franchisor and Franchisee that the provisions of this Agreement shall operate to the exclusion of any such rights. Franchisee agrees it will not, on the grounds of any nonperformance or alleged nonperformance of Franchisor, or for any other reason, withhold payment of any Royalty Fees, or any other amounts due to Franchisor or its affiliates.~~

~~4. OPENING OF FRANCHISED BUSINESS~~

~~A.Site~~

~~The site for a Roni's Mac Bar Restaurant Franchised Business is a real property space (the **Site**). The Site must be approved by and meets Franchisor's then-current site requirements and is identified in Exhibit 2 to this Agreement. The site for the Franchised Business must be located within 6 months after execution of the Franchise Agreement. Franchisee shall solely operate the Franchised Business from the Site.~~

~~Franchisee may relocate the Site of the Franchised Business so long the new Site meets Franchisor's then-current Site requirements and is approved by Franchisor, and Franchisee reimburses Franchisor for any costs and expenses incurred by Franchisor in the Franchised Business relocation.~~

~~B.Schedule of Equipment~~

~~Franchisor shall provide, at no charge to Franchisee, a schedule of all equipment necessary to operate the Franchised Business.~~

~~C. Franchisee Obligations~~

~~Franchisee shall comply with all federal, state, and local laws, codes, and regulations, including the applicable provisions of the ADA regarding the construction, design, and operation of the Franchised Business. If Franchisee receives any complaint, claim, or other notice alleging a failure to comply with the ADA, Franchisee shall provide Franchisor with a copy of such notice within five days after receipt thereof.~~

~~D. Opening Date~~

~~Franchisee shall complete all pre-opening requirements hereunder before opening the Franchised Business, and Franchisee shall open the Franchised Business, in accordance with the requirements contained herein, in the Operating Manual, and/or elsewhere in writing by Franchisor, not later than 1 year after the execution of this Agreement. Time is of the essence.~~

~~E.~~ Notice ~~and Franchisor's Final Inspection Approval~~

~~In connection with the opening of the Franchised Business, Franchisee shall provide at least thirty (30) days prior notice to Franchisor of the date on which Franchisee proposes first to open the Franchised Business for business. Franchisee agrees not to open Franchised Business without first obtaining Franchisor's final written inspection approval.~~

~~5. TRAINING AND ASSISTANCE~~

~~A. Initial Training~~

~~Prior to opening the Franchised Business, you and/or your Designated Manager and Franchised Business owners shall attend and successfully complete, to Franchisor's satisfaction, the initial training program offered by Franchisor at a location designated by Franchisor. If any required attendee does not satisfactorily complete such training, Franchisor may require that a replacement person attends and successfully completes, to Franchisor's satisfaction, the initial training program.~~

~~Franchisee acknowledges that the grant of the franchise under this Agreement is conditioned upon the successful completion of Franchisor's initial training program by Franchisee or if Franchisee is other than an individual, the Designated Manager. If during the initial training program or within fifteen (15) days thereafter, Franchisor concludes that Franchisee or the Designated Manager, as the case may be, has not exhibited the aptitude, abilities, or personal characteristics necessary or desirable to successfully operate a Roni's Mac Bar Franchised Business per the standards and procedures of the Roni's Mac Bar Methods and the System, Franchisor may, in its sole discretion and judgment, cancel this Agreement and all rights hereunder by giving notice to Franchisee. Upon the cancellation of this Agreement pursuant to this paragraph, Franchisee shall return to Franchisor the Operating Manual and all other materials, information, and other items that Franchisee received from Franchisor, including all copies thereof and notes thereon. Franchisee agrees to maintain the confidentiality of all information strictly received relating to the Roni's Mac Bar Method and not to use, in connection with the offering or selling of mac and cheese, or similar business, any trade secrets or confidential information obtained from Franchisor.~~

~~B. Training of Replacement Personnel~~

~~If Franchisee's Designated Manager or Franchised Business Manager ceases active employment in the Franchised Business, Franchisee shall designate a new Designated Manager who meets Franchisor's then-current training requirement and is approved by Franchisor within a reasonable amount of time after the cessation of such former Designated Manager's employment, but no later than forty-five (45) days. Franchisor reserves the right to review any Franchisee-trained personnel and require that such persons attend and complete, to Franchisor's satisfaction, the initial training programs offered by Franchisor at a location designated by Franchisor.~~

~~C. Ongoing Training.~~

~~Franchisor may also require that Franchisee (and/or its Designated Manager), employees, and contractors attend such refresher courses, seminars, and other training programs as Franchisor may reasonably require from time to time.~~

~~D. Annual Meeting~~

~~Franchisor may require Franchisee (or if Franchisee is other than an individual, the Designated Manager) to attend a regional or national meeting of Roni's Mac Bar franchisees at a location within the United States designated by Franchisor. Franchisor reserves the right to charge Franchisee a fee for such meetings. This provision shall not be construed to require Franchisor to hold, provide, sponsor, host, or organize any such meetings.~~

~~E. Continuing Assistance~~

~~Franchisor will provide Franchisee, at no charge to Franchisee, periodic and continuing advisory assistance with technical, operational, sales, personnel, accounting, or other issues affecting the day-to-day operation of the Franchised Business in such manner and frequency as Franchisor deems advisable.~~

~~F. Training Costs~~

~~For all training courses, seminars, and programs, Franchisor shall provide instructors and training materials, provided that Franchisor reserves the right to charge a fee for a refresher, remedial, and additional training it provides. Franchisee shall bear the cost of all other expenses for its attendees during the training period, including, without limitation, the costs of transportation, lodging, meals, wages, and workers' compensation insurance.~~

~~6. SYSTEM STANDARDS~~

~~A. Standards~~

~~Franchisee acknowledges and agrees that every detail of the System is essential, not only to Franchisee but also to Franchisor, and other Roni's Mac Bar franchisees, to develop and maintain high and uniform operating standards, to increase the demand for the products and services offered by all franchisees, to establish and maintain a reputation for uniform, efficient, high-quality products and services, and to protect the goodwill of all Roni's Mac Bar franchises. Franchisee further acknowledges and agrees that a fundamental requirement of the System, this Agreement, and other Roni's Mac Bar franchises are adherence by all Franchisees to the uniform specifications, standards, operating procedures, and rules prescribed by Franchisor for the development and operation of the Franchised Business (collectively referred to as System Standards).~~

~~Accordingly, Franchisee agrees to comply with each and every System Standard, as periodically modified and supplemented by Franchisor in its sole and absolute discretion, during the term of this Agreement. Franchisee further agrees that System Standards prescribed from time to time in the Operating Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully outlined in this Agreement. All references to this Agreement include all System Standards as periodically modified.~~

~~Franchisee agrees to comply with System Standards and not to deviate from Franchisor's specifications or procedures. In addition to all other remedies provided herein or otherwise, if the franchisee fails to adhere to the System Standards or Franchisee is found in violation of the System Standards, Franchisee shall reimburse Franchisor for any and all costs and expenses associated with counsel, inspection,~~

~~support, assistance, enforcement rendered to and against Franchisee regarding said System Standards violation and/or non-compliance.~~

~~If Franchisee does not meet or exceed $200,000 in Gross Revenues for the first 6 months of operation, Franchisor shall apply the full Initial Franchise Fee paid by Franchisee for such underperforming outlet towards providing additional training and operational assistance to the Franchisee until the earlier of such time as the Franchisee has achieved Gross Revenues of at least $200,000 over a 6 month period or until the Franchisor has expended the entirety of the Initial Franchise Fee paid by Franchisee in providing such support and assistance.~~

~~B.~~ Supplier Approval

~~Franchisee shall purchase all supplies, equipment, marketing materials, and other products and materials required for the operation of the Franchised Business as the Franchisor designates from time to time solely from vendors and suppliers who demonstrate to Franchisor's continuing reasonable satisfaction the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved, in writing, by Franchisor and not thereafter disapproved. If Franchisee desires to purchase any items~~ from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval ~~or shall request the supplier itself to do so.~~prior to using such product, service, or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and ~~that~~to test or otherwise evaluate samples from the supplier~~ be delivered, at Franchisor's option, either to~~. Franchisor ~~or~~reserves the right to ~~an independent certified laboratory designated by Franchisor, for testing and~~ charge Franchisee a fee equal to the actual cost ~~of the tests~~and expense for inspection and testing. Franchisor shall ~~be paid by~~notify Franchisee whether Franchisor approves or ~~the~~disapproves of the proposed item or supplier~~.~~ within thirty (30) days after Franchisor receives all required information to evaluate the product, service, or supplier. If Franchisor fails to respond to Franchisee's submission within said thirty (30) days, such item or supplier shall be deemed "disapproved." Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor ~~may charge a reasonable fee for the inspection, review, and approval of suppliers. Franchisor may revoke~~to approve any particular item or supplier~~ approval at any time for any reason upon notice to the franchisees~~.

~~Franchisee will not make any claims against Franchisor or our affiliates with respect to any equipment, products, supplies, or services provided or sold or manufactured or rendered, or delivered directly or indirectly from a third-party vendor or supplier, whether approved or designated by Franchisor used in the operation of the Franchised Business. THE FRANCHISOR MAKES NO WARRANTIES REGARDING ANY SAID EQUIPMENT, PRODUCTS OR SUPPLIES, OR SERVICES AND HEREBY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF QUALITY OF SAID EQUIPMENT, PRODUCTS OR SUPPLIES, OR SERVICE, AND ANY IMPLIED WARRANTY. FRANCHISEE HEREBY AGREES THAT SUCH DISCLAIMER IS AN ESSENTIAL PART OF THE BARGAIN AND THAT THE FRANCHISOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH DISCLAIMER. Any claim with respect to any equipment, products, supplies, or services related and/or similar matters shall be made only against the third-party vendor or manufacturer. Franchisee will provide us with written notice prior to taking any action in connection with such a claim. Franchisor will use diligent efforts in Franchisor's sole discretion to assist Franchisees in resolving any disputes with third-party vendors or manufacturer-approved and/or designated by Franchisor.~~

~~C. Products and Services~~

~~Franchisee shall offer and sell all products and services, and only those products and services authorized by Franchisor and specified in the Operating Manual or as designated in writing by Franchisor (the "**Permitted Products and Services**"). Franchisor may unilaterally add and delete products or services to or from the Permitted Products and Services at any time. Franchisor may also designate any products or services as optional.~~

~~D. Pricing~~

~~Franchisor has the right to provide recommended and suggested pricing for the Franchised Business products and services. Franchisee shall honor all and only the currency, credit, charge, courtesy, and cash cards approved by Franchisor in writing.~~

~~E. Promotions~~

~~Franchisee shall fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by Franchisor that Franchisor requires Franchisee to participate in, including but not limited to gift certificates, specials, discounts, loyalty programs, gift card administration programs consumer relations management programs (CRM) or frequent customer programs as Franchisor may be designated from time to time. Franchisee may not create, honor, accept, or issue any gift certificates or gift cards and may only sell gift certificates or gift cards that have been issued or approved by Franchisor. Franchisee shall not issue, honor, or accept any coupons or discounts of any type except as approved by Franchisor in writing.~~

~~F. Fixtures and Furnishings~~

~~Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, signs, Computer Systems, and other equipment as may be specified by the System Standards from time to time; and shall not permit the installation of any fixtures, furnishings, signs, Computer Systems, or other equipment not conforming to the System Standards.~~

~~G. Maintenance Standards~~

~~Franchisee shall at all times maintain the Franchised Business in a high degree of cleanliness, repair, and condition, and in connection therewith and shall make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, fixtures, equipment, and décor as Franchisor may direct.~~

~~H. Refurbishing~~

~~At the request of Franchisor, which may be made once every (2) years during the term of this Agreement (excluding any periods of renewal of the franchise rights, for which additional refurbishment may be required), Franchisee shall refurbish the Franchised Business at its own expense to conform to the trade dress, color schemes, and presentation of the Marks in a manner consistent with the image than in effect for the new Roni's Mac Bar Franchised Business under the System. Such refurbishment may include structural changes, installation of new equipment and signs, remodeling, redecoration, and modifications to existing improvements. Franchisee shall complete the refurbishing within the time period specified by Franchisor.~~

~~I. Product and Service Liability.~~

~~Franchisor disclaims all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in services, inventory, fixtures, equipment, or other products and~~

~~services manufactured by and/or rendered either directly or indirectly by anyone other than Franchisor or its affiliates. Franchisee agrees not to make any claims against Franchisor or its affiliates with respect to products or services that Franchisor and its affiliates did not manufacture or render, even if Franchisor or its affiliate sold the product or designated or approved its source. Franchisee is required to assert any claims only against the manufacturer or vendor of the product or service, even if Franchise obtained it through Franchisor or its affiliate.~~

~~J. Variance~~

~~Franchisee acknowledges~~

12.7 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, mystery shop programs and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.8 Operations Standards. Franchisor has established certain Operations standards, as set forth in the Operations Manual. Franchisee acknowledges that any deviation from a Operations standard constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address such violation. Accordingly, Franchisee agrees that, to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's Operations standard violation, Franchisee shall pay Franchisor a Operations Standard Violation Fee, as set forth in the Operations Manual, for each violation of a Operations standard. **Franchisee hereby authorizes Franchisor to take payment of the Operations Standard Violation Fee, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisor need not give Franchisee a cure opportunity before charging the Operations Standard Violation Fee, and Franchisor's imposition of a Operations Standard Violation Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement.

12.9 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary ~~System Standards~~performance standards for ~~any Roni's Mac Bar Franchisee~~ some franchisees based upon the peculiarities and characteristics of the particular site or circumstance, business potential, existing business practices or any other condition ~~that~~which Franchisor deems to be of importance to the successful operation of such ~~franchisee's business~~particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

~~7. FRANCHISED BUSINESS OPERATIONS~~

~~A. Business Operation~~

~~After opening, Franchisee shall maintain the Franchised Business in continuous operation during all normal business hours as provided for in the Operating Manual during the term of this Agreement. Franchisee shall use its best efforts to promote and develop the market for the Permitted Products and Services. The Franchised Business must at all times be under the direct supervision of Franchisee, the Designated Manager, or the Franchised Business Manager, who must devote his/her full time and energy to the operation of the Franchised Business is approved by Franchisor and has successfully completed Franchisor's initial training.~~

~~B. Inspection~~

~~To ensure compliance with this Agreement and System Standards, Franchisor or its designated agents have the right, at any reasonable time and without prior notice, to (i) inspect the Franchised Business; (ii) observe Franchise Owner and its employees during the performance of work; (iii) confer with the Franchise Owner, and its employees; (iv) contact and interview customers and suppliers/distributors of Franchise Owner; (v) inspect, inventory, and check any and all inventory, equipment, signage, fixtures, furniture and operating methods of the Franchise Owner; (vi) test products and supplies; and (vii) conduct online or other surveys and secret shoppers, including tape-recorded and interviews. Franchisor may require that Franchisee furnishes its customers with an evaluation form specified by the Franchisor and pre-addressed to the Franchisor. Franchisee agrees to fully cooperate with representatives of the Franchisor, making any inspection or observing or evaluating the work of Franchisee or its employees. If any inspection conducted by Franchisor or its designee reveals that the Franchised Business fails to meet System Standards, Franchisor may charge the then-current standard re-inspection fee, including but not limited to secret shopper costs. Franchisee's failure to achieve or exceed System Standards in two (2) inspections in any twenty (24) month period is a material breach of this agreement, for which Franchisor, in addition to its other legal and equitable remedies, may terminate this Agreement, refuse to renew the Franchise granted under this agreement, or reduce the geographic size of the Territory.~~

~~C. Payment of Liabilities~~

~~Franchisee shall at all times pay its distributors, lessors, contractors, suppliers, trade creditors, employees, and other creditors promptly as the debts and obligations to such persons become due and hold Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. In the event Franchisee shall fail to pay any such obligations promptly as the debts to such persons or entities become due, Franchisor shall, in addition to its other remedies provided in this Agreement, have the right, at its election and without being obligated to do so, to pay such obligations and the amount or amounts paid therefore shall be paid by Franchisee to Franchisor with the next succeeding payment due Franchisor under this Agreement, together with interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.~~

~~D. Payment of Taxes~~

~~Franchisee shall at all times pay its taxes on real and personal property, leasehold improvements, fixtures and equipment, and all sales, payroll, and other taxes promptly when due and hold Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. All taxes shall be paid directly to the taxing authorities prior to the delinquent date. If any taxes become delinquent, Franchisor may elect to pay the delinquent tax on behalf of Franchisee, together with penalties and interest, if any, and Franchisee agrees, upon demand of Franchisor, to reimburse Franchisor for any sums so paid by Franchisor, together with interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.~~

~~E. Compliance with Law~~

~~Franchisee agrees to comply with all laws, regulations, and requirements of federal, state, municipal, and other governmental entities and agencies (including, but not limited to, Title VII of the Civil Rights Act, the ADA, the Age Discrimination in Employment Act, and any other federal, state or local employment laws relating to occupational hazards and health, consumer protection, employment discrimination, and sexual harassment), and to obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct the Franchised Business in any jurisdiction in which it operates. Franchisee agrees and acknowledges that Franchisee alone shall be responsible for~~

~~compliance with the obligations under this paragraph and that Franchisor shall have no obligation with respect thereto.~~

~~F. Notice of Suit.~~

~~You are required to notify us promptly of any legal proceeding or any order of a court or government agency that may adversely affect the operation or financial condition of the Franchised Business.~~

~~G. Client Service~~

~~Franchisee acknowledges that client satisfaction is essential to Franchisee's success as well as the reputation and success of the Marks, the System, and other Roni's Mac Bar franchisees. Accordingly, Franchisee agrees to (i) use its best efforts to ensure the satisfaction of each of Franchisee's customers; (ii) use good faith and fair dealing in all dealings with customers, potential customers, suppliers, and creditors; (iii) respond to client complaints in a courteous, prompt, and professional manner; and (iv) use its best efforts to resolve client disputes promptly and fairly in a mutually agreeable manner. If Franchisee fails to resolve a dispute with a client for any reason whatsoever, Franchisor, in its sole discretion, may (but shall not be obligated to) investigate the matter and require Franchisee to take such actions as Franchisor deems necessary or appropriate to resolve the dispute fairly and promptly. Nothing contained in this Section, or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.~~

~~8. MANAGEMENT AND STAFFING~~

~~A. Non-Individual Franchisee~~

~~If Franchisee is other than an individual, it shall comply with the following requirements prior to its execution of this Agreement:~~

~~1. Franchisee shall be newly organized, and its charter, articles of organization, bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;~~

~~2. Franchisee, prior to the execution of this Agreement, shall have provided Franchisor with written information as to each shareholder, member, or partner of Franchisee ("Principals"), and the interest of each, on Exhibit 1 hereto, and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;~~

~~3. All Principals of Franchisee shall enter into an agreement, in a form satisfactory to Franchisor, unconditionally guaranteeing the full payment and performance of Franchisee's obligations to Franchisor;~~

~~4. Each ownership certificate of Franchisee, if any, shall have conspicuously endorsed upon its face the following legend:~~

> ~~"The transfer, sale, or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Roni's Mac Bar dated _____."~~

~~**5.** Copies of Franchisee's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the Principals or Board of Directors authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and~~

~~**6.** Franchisee's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.~~

~~B. Designated Manager~~

~~If Franchisee is other than an individual, prior to beginning the initial training program, Franchisee shall designate, subject to Franchisor's approval, an individual (the "**Designated Manager**") who shall be responsible for general oversight and management of the operations of the Franchised Business on behalf of Franchisee. Criteria for Franchisor's approval of the Designated Manager may include completion of the Franchisor's initial training and other criteria as stipulated by Franchisor. Franchisee acknowledges and agrees that Franchisor shall have the right to rely upon the Designated Manager to have been given by Franchisee decision-making authority and responsibility regarding all aspects of the Franchised Business. In the event that the person designated as the Designated Manager dies, becomes incapacitated, leaves Franchisee's employ, transfers his/her interest in Franchisee, or otherwise ceases to supervise the operations of the Franchised Business, Franchisee shall promptly, but no event later than forty-five (45) days, designate a new Designated Manager, subject to Franchisor's approval.~~

~~C. Franchised Business Staff~~

~~Franchisee shall maintain a competent, conscientious, trained staff (who shall have been adequately trained per Franchisor Standards) in numbers sufficient to service customers promptly and properly, including at least a trained manager (or other trained supervisory employees in accordance with the Operating Manual) on duty at all times at which the Franchised Business is open (including daily Franchised Business opening and closing procedures), and take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe.~~

~~D. Compliance with the USA Patriot Act~~

~~Franchisee certifies that neither Franchisee nor any of its Affiliates, Principals, employees, or other persons associated with Franchisee are an Embargoed Person. Franchisee shall not hire or have any dealings with an Embargoed Person or permit an Embargoed Person to hold an Ownership Interest in or position as a director or officer of Franchisee. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee or any of its Affiliates, Principals, employees, or other persons associated with Franchisee being an Embargoed Person. Franchisee shall comply with and assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws. In connection with that compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its Affiliates and Principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities so stated in this agreement include Franchisee's obligations under this paragraph. Any misrepresentation by Franchisee under this paragraph or any violation of the Anti-Terrorism Laws by Franchisee, its Affiliates, Principals, or employees will constitute grounds for immediate termination of this Agreement and any other agreement between any Franchisor-Related Person and Franchisee or any of its Affiliates, Principals, or employees.~~

~~9. COMMUNICATIONS AND INFORMATION SYSTEMS~~

~~A. Computer System~~

~~To ensure the efficient management and operation of the Franchised Business and the transmission of data to and from Franchisor, Franchisee, at its own expense, shall install, prior to opening the Franchised Business, and shall maintain and utilize during the term of this Agreement, such Computer Systems as may be specified by the System Standards from time to time.~~

~~1. As used in this Agreement, the term communication and information system shall mean models of communications, computer systems, point of sales systems, software, applications, and hardware used by, between, or among the Franchised Business, Including without limitation: (a) back office and point of sale systems, software, applications, mobile devices, data, audio, video, and voice storage, retrieval, and transmission systems by or for use at the Franchised Business, between or among Franchised Businesses, and between and among Franchisee's Franchised Business and Franchisor, our designee, and/or Franchisee; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; and (e) Internet and mobile access modes and applications (e.g., the form of telecommunications connection) and speed (collectively, the "Computer System").~~

~~2. Franchisee shall lease and/or purchase its Computer Systems only from Franchisor Approved vendor or vendors or suppliers. Franchisee shall not install or permit to be installed any devices, software, applications, or other programs not approved by Franchisor for use with the Computer Systems.~~

~~3. Franchisor may, from time to time, develop or authorize others to develop proprietary software programs for use in the System, which Franchisee may be required to purchase and/or license and use in connection with the Franchised Business. Franchisee agrees that it shall execute any license, sublicense, or maintenance agreement and pay any applicable fees required by Franchisor or any other approved licensor or approved vendor of such proprietary software programs.~~

~~4. If required by Franchisor, Franchisee shall obtain and maintain a contract with a vendor that Franchisor has approved in writing for software and application maintenance, support, and upgrade services for Franchisee's Computer Systems and to provide Franchisee with such assistance as Franchisee and Franchisee's employees may require. Franchisee acknowledges that Franchisor may be one of or the only approved vendor for such services, and if Franchisee obtains these services from Franchisor, then Franchisee agrees that it shall pay Franchisor the maintenance fee and help desk fee specified by Franchisor for such services. Notwithstanding these rights of Franchisor, Franchisor shall not at any time be obligated to provide any such services or support for the hardware or software used in the Computer Systems.~~

~~5. Franchisee shall upgrade and update its Computer Systems in the manner and when specified by Franchisor in writing.~~

~~6. Franchisee shall have the sole and complete responsibility for the manner in which Franchisee's Computer Systems interfaces with other systems, including those of Franchisor and other third parties, as well as any and all consequences that may arise if Franchisee's Computer Systems are not properly operated, maintained, and upgraded.~~

~~7. Franchisee shall: (a) promptly enter into its Computer Systems and maintain all information required to be entered and maintained by Franchisor; (b) provide to Franchisor such reports as Franchisor may request from the data so collected and maintained, (c) permit Franchisor to access Franchisee's Computer Systems at all times via modem or other means specified by Franchisor from time to time, and (d) be given the as the account owner and admins for any system or software used for business purposes. Franchisor has the right to choose to add or remove Franchisee as administrators for any account. At no~~

~~time shall Franchisee alter, remove, or limit franchisor's access or administrative rights to Franchisee's account or applications. Any such alteration, removal, or limiting is a material default under this Agreement. Franchisee shall cooperate with Franchisor and shall execute all documents required by Franchisor to permit access to Franchisee's Computer Systems and data contained therein. The reporting requirements set forth in this Section shall be in addition to and not in lieu of the reporting requirements set forth otherwise in this Agreement.~~

~~8. Any and all data collected or provided by Franchisee, downloaded from Franchisee's Computer Systems, and otherwise collected from Franchisee's system by Franchisor and/or provided to Franchisor is and shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee, including, but not limited to, the disclosure or distribution of such information to other franchisees of Franchisor, or the disclosure of such information to prospective franchisees of Franchisor, by inclusion in Franchisor's franchise disclosure document or otherwise; however, Franchisee is hereby licensed (without any additional fee) to use such data solely for the purpose of operating the Franchised Business, and such license shall automatically and irrevocably expire when this Agreement terminates or expires, without additional notice.~~

~~B. Telephone and Electronic Mail, Text, and Messaging~~

~~1. Franchisee shall maintain telephone, electronic mail, text, and messaging services and features for use exclusively by the Franchised Business as required by Franchisor in the Operations Manual or otherwise communicated to Franchisee from time to time.~~

~~2. Franchisee acknowledges that, at all times, The Franchised Business telephone number(s), electronic mail, text, and messaging account(s), and listing(s) will remain in the name, and sole property, of Franchisor, provided that Franchisee will be responsible for any and all costs, expenses, and deposits associated with the Franchised Business telephone numbers(s), electronic mail, text, and messaging account(s)and listings(s) including without limitation any deposits, connection, installation, maintenance, storage, and usage fees.~~

~~3. Franchisee agrees to advertise the Franchised Business (at the Franchisee's expense) in all telephone directories or other directories as Franchisor designates using only such advertisements as may be approved by Franchisor.~~

~~10. COMMUNICATIONS AND INFORMATION SYSTEMS~~

~~A. Records~~

~~During the term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the date of their preparation, full, complete, and accurate books and records of accounts prepared in accordance with generally accepted accounting principles and client files and records pertaining to the Franchised Business granted pursuant to this Agreement, all in the form and manner prescribed by Franchisor in the Operating Manual or otherwise in writing. In connection with its maintenance of such accounts and records, Franchisee, at its expense, shall:~~

~~1. Submit to Franchisor, on or before the Monday of each week during the term of this Agreement, a Gross Revenue Report and statement of operations in the form prescribed by Franchisor and certified by Franchisee or the Designated Manager, accurately reflecting Franchisee's Gross Revenues and the results~~

~~of the operations of the Franchised Business, respectively, during the preceding period, along with such other data or information as Franchisor may require.~~

~~**2.** Submit to Franchisor monthly, quarterly, and/or annual financial reports, including balance sheets, cash flow statements, profit and loss statements, and other reports as required by Franchisor. All reports shall be submitted timely in accordance with Franchisor's schedule, and all reports shall be certified by Franchisee or the Designated Manager to accurately reflect, respectively, the financial condition of the Franchised Business.~~

~~**3.** Submit to Franchisor signed copies of the federal income tax returns for the previous tax year, as filed with the Internal Revenue Service, of Franchisee and of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty percent, on or before April 30 of each year, or, if the taxpayer has received an extension of time to file and submits to Franchisor a signed, file-stamped copy of IRS Form 4868 or 2688, as applicable, then within fifteen (15) days after the final due date for such return, but in no event later than October 30th.~~

~~**4.** Submit to Franchisor for review or auditing such other forms, reports, bank statements, client files, records, information, and data as Franchisor may designate, in the form and at such times and places as Franchisor may request.~~

~~**5.** Purchase, install, and enter all sales, transactions, and all data as franchisor may require into the software and applications as Franchisor may designate for automating the reporting of financial information and payment of recurring fees pursuant to this Agreement, including, but not limited to, Internet or intranet reporting and pre-authorization of electronic fund transfer or bank debit.~~

~~**6.** In addition to all other remedies provided in this Agreement, Franchisee agrees to pay Franchisor a late fee of $10 per day for any reports that are not received by Franchisor within five (5) days after the due date of such from the date payment is due to the date payment is received by Franchisor.~~

~~B. Franchisor Audits and Inspection~~

~~At all times during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement, Franchisee covenants and agrees to permit Franchisor or its designated agents at all reasonable times to examine, at Franchisor's expense and at such location as Franchisor may reasonably select, Franchisee's books and records of accounts, bank statements, canceled checks, client files, federal, state, and local income tax, sales and use tax, and payroll tax returns, the federal income tax returns of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty percent, and any other information or records pertaining to the Franchised Business (collectively referred to as Franchisee's Business Records). If such an inspection should reveal that Gross Revenues have been understated in any report to Franchisor, then Franchisee shall immediately pay the amount of Royalty and other fees and amounts due with respect to such understatement, plus the late fees and interest as provided by this Agreement. In addition, if the audit is initiated due to franchisee's non-compliance with the terms herein or the Operating Manual or if an inspection reveals an understatement of Gross Revenues of three percent (3%) or more for any monthly period so inspected, or if an inspection is prompted by Franchisee's failure to maintain any records or to timely submit any report or other information required by this Agreement, then Franchisee shall also reimburse Franchisor for any and all costs and expenses of such inspection (including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor shall also have the right, at any time, to have an independent audit made of Franchisee's Business Records.~~

~~C. Authorized Disclosure~~

~~Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to affect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors, and other persons or entities with which Franchisee does business to disclose to Franchisor any requested financial information in their possession relating to Franchisee or the Franchised Business. Franchisee authorizes Franchisor to disclose data from Franchisee's reports if Franchisor determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.~~

~~11. INDEMNIFICATION AND INSURANCE~~

~~A. Indemnification~~

~~Franchisee is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership, and operation of the Franchised Business and all claims or demands for damages to property or for injury, illness, or death of persons, directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchised Business or the actions or omissions of Franchisee, its employees, officers, managers, representatives, and agents. Franchisee shall provide written notice to Franchisor of any and all demands for damages, claims, civil, administrative, or regulatory suits, complaints, or action, demands for arbitration, mediation, filed against Franchise or Franchisee's owners, employees, or agents no more than 14 days from service of any of the aforementioned.~~

~~Franchisee agrees to indemnify, hold harmless and, at the Franchisor's request, defend the Franchisor and its affiliates and franchisees, and their agents, employees, attorneys, successors, and assigns against any and all claims, suits, demands, losses, damages, or liabilities, and all related expenses, including reasonable attorneys' fees and court costs, which directly or indirectly arising out of, in connection with, or as a result of possession, Franchisee's ownership or operation of the Franchised Business or the acts or omissions of Franchisee. This indemnity obligation will continue in full effect even after the expiration, transfer, or termination of this Agreement. The Franchisor's right to indemnity under this Agreement will arise and be valid, notwithstanding that joint or concurrent liability may be imposed on the Franchisor by statute, ordinance, regulations, or other laws. As an Indemnitee, Franchisor may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.~~

~~B. Insurance~~

~~Franchisee must obtain and provide Franchisor with evidence of insurance in at least the minimum amounts and with the coverages specified in the Operating Manual or otherwise by Franchisor. Evidence of this insurance must be initially provided before beginning the operation of the Franchise Business. Certificates of renewal must be provided no later than 10 days before the expiration date of each policy. If Franchisee fails to maintain insurance as so required or does not provide Franchisor with evidence of any required insurance policies at any due date, in addition to any other remedies available to Franchisor, Franchisor may purchase that insurance at the Franchisee's expense. Franchisee shall reimburse Franchisor on demand for Franchisor's cost in obtaining said insurance together with a 20% surcharge of the said cost of insurance plus interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee. Each required policy of liability insurance must name Franchisor as an additional insured and must provide that Franchisor will be given at least 30 days' notice before cancellation, modification, or amendment of the policy.~~

~~12.PROPRIETARY MARKS~~

~~A.Use by Franchisee~~

~~Franchisee's right to use the Marks as granted in this Agreement is limited to their use in connection with the operation of the Franchised Business as stated herein and as set forth in the Operating Manual or as may be prescribed in writing by Franchisor from time to time. Franchisor retains the right to modify or discontinue the Marks at its discretion. Franchisee, at its cost and expense, shall modify or discontinue the use of the Marks as Franchisor modifies or discontinues. Franchisor is not required to reimburse or compensate Franchisee for any modification or discontinuation of the Marks.~~

~~B.Exclusive Property of Franchisor~~

~~Franchisee acknowledges Franchisor's right, title, and interest in and to the Marks, along with the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in the System, are exclusive to Franchisor. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title, or interest therein, and any and all goodwill associated with the system and the Marks shall inure exclusively to Franchisor's benefit. Upon the expiration or termination of this Agreement~~

13. ADVERTISING, PROMOTIONS AND RELATED FEES.

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs, at Franchisee's expense, in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1 Franchisor reserves the right, at any time during the Term, to require Franchisee to spend a reasonable percentage of Gross Revenue per month, as determined from time to time in Franchisor's sole discretion, in the Territory set forth in Attachment 2 ("Local Advertising"). Local Advertising payments will be in addition to the ongoing advertising contributions set forth herein, and following the expenditures set forth in Section 13.2.3 below. Franchisor may require Franchisee to allocate to an advertising cooperative, as described in Section 13.4, some or all of Franchisee's required Local Advertising expenditures. Such allocation will be in partial or full satisfaction of Franchisee's obligations pursuant to this Section 13.2.1.

13.2.2 Within ten (10) business days of Franchisor's request, Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's Local Advertising expenditures for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall ***not*** be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iii) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (iv) charitable, political or other contributions or donations.

13.2.3 In addition to the requirements of Section 13.2.1, Franchisee shall spend a minimum of Seven Thousand Dollars ($7,000.00) on Local Advertising and promotional activities in the Territory within the sixty (60) days surrounding the Opening Date to promote the opening of the

Franchised Business ("Grand Opening Campaign"). Franchisee shall conduct the Grand Opening Campaign in accordance with plans approved by Franchisor pursuant to Section 13.6. Franchisor reserves the right to collect some or all of Franchisee's Grand Opening Campaign expenditure and implement Grand Opening Campaign activities on Franchisee's behalf. Notwithstanding, Franchisor makes no representation or warranty that the Grand Opening Campaign activities conducted by Franchisor in the Territory will be successful or will yield any particular level of sales for Franchisee, and Franchisee hereby waives any and all claims against Franchisor relating thereto.

13.3 Brand Fund.

13.3.1 Franchisor reserves the right, at any time during the Term, to establish a national fund (the "Brand Fund") on behalf of the System for national advertising, marketing, and business system development and enhancements. Once established, Franchisee shall be required to contribute a reasonable percentage of Gross Revenue generated per month, as determined from time to time in Franchisor's sole discretion, by Franchisee's Franchised Business to the Brand Fund ("Brand Fund Contribution"). Payments will be made in the same manner and time as the Royalty Fees. If Franchisee fails to timely report Gross Revenue, then, in addition to a late fee and interest pursuant to Sections 6.3 and 6.4 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Brand Fund Contribution payable. Franchisor shall reconcile amounts when Gross Revenue are reported.

13.3.2 Franchisor shall direct all Brand Fund activities and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

13.3.3 Franchisor may, but has no obligation to, contribute to the Brand Fund on the same basis as Franchisee with respect to Roni's Mac Bar outlets operated by Franchisor or Franchisor's affiliates.

13.3.4 Franchisor may use the Brand Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; System-wide franchisee development programs and activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website, social media platforms, apps, and other technology for the benefit of the Roni's Mac Bar brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that Franchisor internally administers or prepares). While Franchisor does not intend that any part of the Brand Fund will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Brand Fund for public relations, to explain the franchise system, and/or to include a notation in any advertisement indicating "Franchises Available."

13.3.5 The Brand Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs, staff salaries of Brand Fund personnel and overhead that Franchisor may incur in activities related to the administration and direction of the Brand Fund and such costs and expenses pursuant Section 13.3.4. The Brand Fund and its earnings shall not otherwise inure to Franchisor's benefit except that any resulting technology and intellectual property shall be deemed the property of Franchisor.

13.3.6 Franchisor will prepare an unaudited annual statement of the Brand Fund's operations and will make it available to Franchisee upon request. In administering the Brand Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7 Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts equal to Franchisee's share of the total cost of cooperative advertising, in addition to required Brand Fund Contributions.

13.5 Directory Listings and Social Media. At Franchisee's sole cost and expense, Franchisee must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, and with Franchisor's prior written approval, Franchisee may do cooperative listings with other System franchisees. Notwithstanding the foregoing, Franchisee may not maintain any business profile on Facebook, Instagram, X (Twitter), Bluesky LinkedIn, YouTube, Threads, Tik Tok, blogs, or any other social media and/or networking site without Franchisor's prior written approval, and use of any social media accounts shall be in strict accordance with Franchisor's requirements. Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards.

13.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic, or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within fifteen (15) calendar days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within fifteen (15) calendar days, such plans and materials shall be deemed "approved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the Roni's Mac Bar brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY.

14.1 Ownership.

14.1.1 Franchisee expressly understands and acknowledges that Franchisor and/or Franchisor's affiliate(s) are the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Franchisor's affiliate(s) claim copyrights on certain material used in the System, including but not limited to, recipes, instructional material, the Website, documents, photographs, social media content, advertisements, promotional materials and the Manual, whether or not Franchisor and/or Franchisor's affiliate(s) have filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2 As between Franchisor and Franchisee, Franchisor and/or Franchisor's affiliate(s) are the owner of all right, title, and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's and/or Franchisor's affiliate(s)'s rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's and/or Franchisor's affiliate(s)'s service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business premises or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and/or Franchisor's affiliate(s), and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the ~~system or the Marks~~Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's and/or Franchisor's affiliate(s)'s rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor and/or Franchisor's affiliate(s) with all assignments, affidavits, documents, information and assistance Franchisor and/or Franchisor's affiliate(s) reasonably request to fully vest in Franchisor and/or Franchisor's affiliate(s) all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor and/or Franchisor's affiliate(s) to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, modifications, substitutions, or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses, or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Mark "Roni's Mac Bar" and design. Franchisee shall not use the Marks, or any portions, variations, or derivatives thereof, as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of Roni's Mac Bar Franchising, LLC".

14.7.2 Franchisee shall identify itself as the owner of the Franchised Business and as an independent Roni's Mac Bar franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

14.7.3 Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4 Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge, or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity, or corporation.

15. INSURANCE AND INDEMNIFICATION.

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies, which shall be primary and non-contributory to any insurance that Franchisor may carry. Franchisee's insurance shall be provided by insurance companies with an A.M. Best rating of not less than A-VII, protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

15.1.1 Liability. Commercial general liability insurance, including public liability, premises liability, personal injury, and advertising injury in the amount of at least One Million Dollars ($1,000,000);

15.1.2 Employment. Worker's compensation coverage in the limits required by state law, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is operated;

15.1.3 Property. Fire, vandalism, windstorm and hail, and extended coverage insurance for property damage with primary and excess limits of not less than the full replacement value of the leasehold improvements, equipment, furniture, fixtures, and inventory, or the amount required by the lease for the Franchised Business premises, whichever is greater; and

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. Franchisee shall deliver the initial Certificate of Insurance no later than ten (10) days before Franchisee opens the Franchised Business. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of twenty percent (20%) of the cost for Franchisor's expenses in so acting plus interest at a rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, also including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor and their affiliates and their members, officers, agents, and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees, and all required insurance policies shall contain a waiver of subrogation in favor of the additional insureds.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS RONI'S MAC BAR FRANCHISING, LLC, AND ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SHAREHOLDERS (COLLECTIVELY REFERRED TO AS THE "FRANCHISOR PARTY INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO FRANCHISEE'S FRANCHISE AND/OR THE OPERATION THEREOF, INCLUDING BUT NOT LIMITED TO, ANY CLAIM IN CONNECTION WITH FRANCHISEE'S EMPLOYEES OR AGENTS; FRANCHISEE'S COMPUTER SYSTEMS; FRANCHISEE'S PREPARATION, STORAGE, HANDLING AND/OR DISPOSAL OF FOOD OR BEVERAGE PRODUCTS; THE FRANCHISED BUSINESS PREMISES; OR FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES. FRANCHISEE AGREES TO PAY FOR ALL FRANCHISOR PARTY INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE FRANCHISOR PARTY INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE FRANCHISOR PARTY INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE FRANCHISOR PARTY INDEMNITEES HARMLESS, FRANCHISEE WILL REIMBURSE THE FRANCHISOR PARTY INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE FRANCHISOR PARTY INDEMNITEES.

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Initial

16. TRANSFERS.

16.1 Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation, or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate,

franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's outlets). However, Franchisor represents that it will not convert any such acquired facilities that are operating within the Territory to a Roni's Mac Bar franchise outlet during the Term of this Agreement.

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the food service business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the principals of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Neither Franchisee nor any Principal(s) shall directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law, unless Franchisee or Principal(s) first obtains the written consent of Franchisor. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee and Principal(s) have complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor and be individuals of good character and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude, and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor's Initial Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee agrees to renovate, refurbish, remodel, and/or replace, at the transferee's own cost, elements of the Franchised Business premises, signage and/or equipment within timeframes specified by Franchisor to comply with Franchisor's then-current specifications;

16.3.6 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.7 Franchisee and the transferee and each of Franchisee's and the transferee's Principal(s) shall have executed a general release, in a form satisfactory to Franchisor, of any and all

claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

16.3.8 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer;

16.3.9 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor; and

16.3.10 If consent is required, the lessor of the Franchised Business's premises consents to the assignment or further sublet of the premises to the transferee.

16.4 As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee equal to Twenty Thousand Dollars ($20,000.00); provided however, for a transfer to add a business entity or new shareholder or member of the Franchisee entity and such transfer does not change management control of the franchise, the transfer fee is waived.

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor

may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will have at least ninety (90) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any Principal, the executor, administrator, conservator or other personal representative of Franchisee or Principal, as the case may be, shall transfer Franchisee's or Principal's interest in the Franchise within six (6) months from the date of death or permanent disability to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise, or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

~~C.~~ Immediately ~~Infringement by Franchisee~~

~~Franchisee acknowledges that the use of the Marks outside of the scope of this Agreement without Franchisor's prior written consent is an infringement of Franchisor's rights, title, and interest in and to the Marks. Franchisee expressly covenants that during the term of this Agreement and after the expiration or termination hereof, Franchisee shall not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the Marks or take any other action in derogation thereof.~~

~~D. Infringement by Others~~

~~Franchisee shall promptly notify Franchisor of any use of the Marks or any colorable variation thereof by any person or legal entity other than Franchisor or any of its representatives and agents or other Franchisees, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or legal entity against Franchisor or Franchisee involving the Marks. In the event Franchisor, in its sole discretion, undertakes the defense, prosecution, or settlement of any litigation relating to the Marks, Franchisee agrees to execute any and all documents and to render such assistance as may, in the opinion of Franchisor, be reasonably necessary to carry out such defense, prosecution or settlement. In the event that any party demonstrates, to Franchisor's sole satisfaction, a superior right to use any of the Marks, Franchisee shall, upon demand by Franchisor, discontinue its use of such Mark(s) and adopt, at Franchisee's sole cost and expense, any Mark(s), if any, selected by Franchisor to replace such discontinued Mark(s).~~

~~E. Improper Use~~

~~Franchisee shall not use any of the Marks, or any derivative or a colorable variation thereof: (i) as part of Franchisee's corporate or other legal names; (ii) on or as part of any Website, domain name, URL, web page, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the~~

~~internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines, or other similar services (without Franchisor's prior written consent); (iii) with any prefix, suffix (including, but not limited to, the word "Inc."), or other modifying words, terms, designs, or symbols; or (iv) in any modified form. Franchisee shall not register any of the Marks, or any derivative or a colorable variation thereof, as a service mark, trademark, or internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefore or that may harm, tarnish, or impair Franchisor's reputation, name, services, or Marks. The provisions of this paragraph shall survive the expiration, termination, or cancellation of this Agreement.~~

~~F. Non-exclusive Use~~

~~Franchisee expressly acknowledges and agrees that this license to use the Marks is non-exclusive, and Franchisor has and retains the rights, among others:~~

~~**1.** To grant other licenses for the use of the Marks, in addition to those already granted to existing franchisees and to Franchisee; and~~

~~**2.** To develop and establish other systems and programs utilizing the same or similar Marks, or any other proprietary marks, and to grant franchises therein without granting Franchisee any rights therein;~~

~~G. Use by Others.~~

~~Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents, and supplies utilized by Franchisee in connection with the operation of the Franchised Business without first obtaining the consent of Franchisor and causing such third party to execute a license agreement as specifically provided for in this Section of this Agreement.~~

~~13. CONFIDENTIAL OPERATING MANUAL~~

~~A. Business Operations~~

~~In order to protect the reputation and goodwill of Roni's Mac Bar System and to maintain uniform standards of operation under the Marks, Franchisee shall conduct its operations hereunder in accordance with the Operating Manual, as the same may be amended or modified from time to time.~~

~~B. Confidentiality~~

~~The Operating Manual shall, at all times, remain the sole property of Franchisor. Franchisor treats the Operating Manual and all information contained therein as confidential and proprietary. Franchisee shall treat the Operating Manual and all information contained therein as confidential and proprietary and shall use all reasonable efforts to maintain such information as confidential and proprietary. Franchisee shall also ensure that its employees treat the Operating Manual and all information contained therein as confidential and proprietary. Franchisee shall not at any time copy, duplicate, record, or otherwise make the same available to any unauthorized person. The foregoing provisions shall survive the expiration, termination, or cancellation of this Agreement.~~

~~C. Modification~~

~~Franchisor shall have the right to add, delete, or otherwise modify the Operations Manual from time to time to reflect changes in any of the System Standards, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. All additions, deletions, or modifications to the Operating Manual and System Standard shall be effective five (5) days after the Franchisor has given notice to Franchisee or as directed by Franchisor. Franchisee agrees to comport~~

~~with said additions, deletions, or modifications to the Operations Manual and System Standards at its own cost and expense. Any such modifications, enhancements, and replacements may require Franchisee to incur costs and expenses. Franchisee acknowledges that Franchisor cannot estimate the costs of future maintenance, enhancements, modifications, and replacements in accordance with updated System Standards. Franchisee shall at all times ensure that its copy of the Operations Manual is kept secure, current, and up to date, and in the event of any dispute as to the contents of the Operations Manual, the terms of the master copy of the Operations manual maintained by Franchisor at Franchisor's home office shall be controlling. Upon Franchisor's request, Franchisee will cooperate in the efficient return of all Operations manuals that have been identified by the Franchisor as obsolete.~~

~~14. CONFIDENTIAL INFORMATION~~

~~A. Use of Confidential Information~~

~~Franchisee shall not, during the term of this Agreement and thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the Roni's Mac Bar Method, the System, or the methods of operation hereunder that may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's business operations under the terms of this Agreement. Franchisee shall divulge such confidential information only to such of its employees as must have access to it in order to operate the Franchised Business as described herein. In connection therewith, Franchisee shall be fully responsible for ensuring that its employees comply with this Section.~~

~~B. Use of and Improvements to the Method~~

~~In order to assure maximum uniformity of quality and service in all treatments provided by all Roni's Mac Bar employees and staff, Franchisee agrees to follow the procedures prescribed by Roni's Mac Bar methods strictly. As Franchisor develops or learns of improvements, enhancements, or innovations in the procedures and techniques embodied in the Roni's Mac Bar Method, Franchisor will disseminate such information to all franchisees of the system and authorize their use in the Franchised Business. In return and in consideration, therefore, Franchisee agrees that any idea or suggested innovation or variation that may tend to enhance or improve the Roni's Mac Bar Method that Franchisee develops, discovers, or otherwise becomes aware of during the term of this Agreement shall be submitted to Franchisor for its evaluation for adoption and use, and Franchisee agrees that all proprietary rights to such ideas, innovations, improvements, enhancements, or variations created or acquired by Franchisee or any of its employees shall belong exclusively to Franchisor and may be made available to all Roni's Mac Bar and Roni's Mac Bar franchisees and Roni's Mac Bar licensees.~~

~~C. Remedies~~

~~Franchisee acknowledges that any failure to comply with this Section will cause Franchisor irreparable injury, and Franchisee consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, specific performance of, or any injunction against a violation of, the requirements of this Section.~~

~~D. Preservation of Confidentiality~~

~~Franchisee shall require Franchisee's Principals, directors, officers, and managers, at the time of the commencement of their association with Franchisee, to execute confidentiality agreements, in a form approved by Franchisor, requiring that all information is proprietary or confidential hereunder that may be acquired by or imparted to such persons in connection with their association with Franchisee be held in strict confidence and used solely for the benefit of Franchisee's Franchised Business and Franchisor, at all times during Franchisor's association with Franchisee and thereafter. Such covenants shall include specific identification of Franchisor as a third-party beneficiary of such covenants with the independent~~

~~right to enforce the same.~~

~~15. ADVERTISING~~

~~A. Advertising~~

~~Recognizing the value of advertising and the importance of consistency of advertising and promotion to the furtherance of the goodwill and public image of the System, the parties agree that Franchisor shall conduct, determine, maintain, and administer all national and/or regional advertising funds that are or may hereafter be established pursuant to this Section, and shall have sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout, and content of all national, regional, and local advertising, and accordingly agree as follows:~~

~~B. Franchise Advisory Council~~

~~Franchisee shall participate, at Franchisee's sole expense, in local, regional, and national franchise advisory committees or councils if established or sanctioned by Franchisor. The Council shall serve in an advisory capacity only and will not have the authority to establish or modify our policies or to direct or control the uses of our Marketing. Franchisor shall have the power to determine membership, the election of Council Officers, and to change or dissolve the Franchise Advisory Committees.~~

~~C. Advertising Materials~~

~~In addition to any other advertising requirements described in this Agreement, Franchisee shall obtain and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as Franchisor may reasonably require from time to time in the Operating Manual or otherwise in writing.~~

~~D. The delegation of Franchisor's Duties~~

~~Franchisor shall have the right to delegate and redelegate its responsibilities and duties under this Agreement to any designee(s) of its choosing, provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.~~

~~E. Web Site, Social Media, and Other Media~~

~~Franchisee specifically acknowledges and agrees that any Website (as defined below) is "advertising" under this Agreement and is subject to (among other things) Franchisor's approval. As used in this Agreement, the term Website means an interactive electronic document, a series of symbols, or otherwise, that is contained in a network of computers or other devices linked by communications software. The term Website includes, but is not limited to, the internet, World Wide Web home pages, URL addresses, and Social Media accounts and pages. In connection with any Website, Franchisee agrees to the following:~~

~~**1.** Franchisor shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, any or all of the Permitted Products and Services, Roni's Mac Bar Franchised Business, the franchising of Roni's Mac Bar Franchised Business, and/or the System.~~

~~**2.** Franchisor shall have the sole right to control all aspects of the Website, including, but not limited to, its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue the operation of the Website.~~

~~**3.** Franchisor shall have the right, but not the obligation, to designate one or more web pages to describe Franchisee, the Franchise, or the Franchised Business, with such web pages to be located within Franchisor's Web site. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such web pages, and Franchisor shall have the right to limit and discontinue the content and operation of such a Website and web pages.~~

~~**4.** Franchisee may advertise and promote the Franchised Business via Social Media, which may be comprised of pages, communications, and content located on third-party platforms using the Proprietary Marks as specified by Franchisor (collectively, "Franchisee's Social Media"), provided that Franchisor Is granted administrator access to the Franchisee's Social Media. All uses of the Franchisee's Social Media and communication channels and uses must be established in accordance and at all times be in compliance with the Operating Manual and System Standards.~~

~~**5.** Franchisee shall not establish a separate Website or Social Media account without Franchisor's prior written approval.~~

~~**6.** Franchisee agrees not to transmit or cause any other party to transmit consumer advertising or solicitation by e-mail or other digital media without the Franchisor's prior written consent.~~

~~**7.** Franchisor shall be granted and given administrator access to your Social Media at all times. All uses of Social Media and communication channels. Franchisor shall have, and Franchisee shall grant Franchisor the sole ownership of all related intellectual property rights in all Social Media, and other media and digital accounts, and all content posted on Social Media.~~

~~**8.** Franchisor shall have the right to modify the provisions of this Section relating to Web sites, social media, and other media as Franchisor shall solely determine if it is necessary or appropriate for the best interests of the System.~~

~~F. Approval of Advertising~~

~~All advertising by Franchisee in any medium shall be conducted in a dignified manner, shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising and to such standards and requirements as Franchisor may specify from time to time in writing, and shall give notice that the Franchised Business is independently owned and operated. Franchisee shall submit to Franchisor, for Franchisor's prior approval (except with respect to prices to be charged), samples of all advertising and promotional plans and materials (including, but not limited to, signs and vehicles), and all other materials displaying the Marks that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. Unless Franchisee receives a written objection thereto from Franchisor within fifteen (15) days after the date Franchisor received such plans and materials, Franchisor shall be deemed to have given the required approval. At Franchisor's request, Franchisee will promptly modify, take down, remove from publication, and/or discontinue any Advertising (including but not limited to Internet marketing material), which the Franchisor directs in its discretion. Franchisee shall display the Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the Franchised Business.~~

~~G.Copyright to Advertising~~

~~Franchisee acknowledges and agrees that any and all copyrights in and for advertising and promotional materials developed by or on behalf of Franchisee which bear the Marks shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give~~

~~effect to this provision. Any advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by Franchisee for the Franchised Business or the System and approved by Franchisor may be used by Franchisor and other franchisees of Franchisor without any compensation to Franchisee.~~

~~16. TRANSFERABILITY OF INTEREST~~

~~A. Transfer by Franchisor~~

~~Franchisor shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any person or legal entity, including a subfranchisor specifically responsible for assisting Franchisee. Franchisee agrees to execute any forms that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.~~

~~B. Transfer by Franchisee~~

~~Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and, if Franchisee is other than an individual, Franchisee's Principals, and that Franchisor has entered into this Agreement in reliance upon the business skills and financial capacity of Franchisee and if Franchisee is other than an individual, Franchisee's Principals. Accordingly, neither Franchisee, nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchise, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest therein or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without the opportunity to cure. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this Franchise; provided, however, that prior to the transfer, Franchisor may, in its sole discretion, require that:~~

~~**1.** All of Franchisee's accrued monetary obligations to Franchisor and all other outstanding obligations related to the Franchised Business shall have been satisfied.~~

~~**2.** The transferor's right to receive compensation pursuant to any agreement for the purchase of any interest in Franchisee or in the Franchised Business shall be subordinated and secondary to Franchisor's rights to receive any outstanding monetary obligations or other outstanding obligations due from the transferor or Franchisee pursuant to this Agreement, whether arising before or after the transfer.~~

~~**3.** The transferee franchisee shall enter into a written assumption, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement prior to and after the date of the assumption.~~

~~**4.** The transferee franchisee shall demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise) and has adequate financial resources and capital to operate the Franchised Business.~~

~~**5.** The transferee franchisee shall execute Franchisor's then-current form of the franchise agreement and such other ancillary agreements as Franchisor may require for a term ending on the expiration date of this Agreement and with such renewal term(s) as provided in the then-current Franchise Agreement.~~

~~**6.** At the transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee Franchisee, its Designated Manager, and other persons that are~~

~~normal and customary required to attend training must satisfactorily complete Franchisor's training requirements then in effect for franchisees.~~

~~**7.** Any right of Franchisee to any payments from the transferee franchise resulting from the transfer shall be subordinate to any claim or right of Franchisor against the transferee franchisee subsequent to the effective date of the transfer, and Franchisee and the transferee Franchisee shall execute any and all instruments reasonably required by Franchisor to evidence such liability.~~

~~**8.** Either Franchisee or the transferee Franchisee shall pay Franchisor a transfer fee of $20,000. The transfer fee shall be due and paid upon Franchisee's request for consent to the proposed transfer. The Transfer Fee is non-refundable. No transfer fee will be required in the case of a transfer of Franchisee's interest under this Agreement to an entity formed solely for the convenience of ownership in accordance with the provisions of this Agreement.~~

~~**9.** Notwithstanding the provisions of Subsection above, neither Franchisee nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchised Business, shall pledge, mortgage, grant a security interest, or otherwise encumber any interest in this Agreement, in the franchise granted hereunder, or in Franchisee (whether or not in connection with an absolute transfer of an interest in the Franchised Business). Franchisor shall not be obliged to consent to any such transfer.~~

~~C. Transfer to Controlled Entity~~

~~In the event that Franchisee proposes to transfer all of its interest in the Franchised Business to an entity formed solely for the convenience of ownership, Franchisor's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:~~

~~**1.** Franchisee shall own a controlling interest in the transferee entity;~~

~~**2.** The transferee entity shall be newly organized, and its charter, articles of organization, bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;~~

~~**3.** Franchisee, prior to the transfer, shall have provided Franchisor with written information as to each Principal of the transferee entity and the interest of each and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;~~

~~**4.** The transferee entity shall designate a Designated Manager in compliance with this Agreement;~~

~~**5.** All Principals of the transferee entity shall enter into an agreement, in a form satisfactory to Franchisor, unconditionally guaranteeing the full payment and performance of the transferee entity's obligations to Franchisor;~~

~~**6.** Each ownership certificate of the transferee entity, if any, shall have conspicuously endorsed upon its face the following legend:~~

> ~~"*The transfer, sale, or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Roni's Mac Bar Franchising, LLC dated* _____."~~

~~**7.** Copies of the transferee entity's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the~~

~~Principals or Board of Directors authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and~~

~~**8.** The transferee entity's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.~~

~~D.Franchisor's Right of First Refusal~~

~~If Franchisee or its Principals shall at any time decide to sell, transfer, or assign any right or interest under this Agreement and/or the franchise granted pursuant hereto, Franchisee or its Principals shall first obtain a bona fide, executed, written offer from a responsible and fully disclosed purchaser and shall submit an exact copy thereof to Franchisor. For a period of thirty (30) days after the date of delivery of such offer to Franchisor, Franchisor shall have the right, exercisable by written notice to Franchisee or any of its officers, to purchase such rights or interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by Franchisor must be completed within ninety (90) days after Franchisee's receipt of Franchisor's written notice of its intent to purchase. If Franchisor does not exercise its right of first refusal, Franchisee or its Principals may complete the sale of such interest to the bona fide purchaser, subject to Franchisor's approval of the purchaser as provided herein; provided, however, if the sale to such purchaser is not completed within one hundred twenty (120) days after the delivery of the offer to Franchisor, Franchisor shall again have the right of the first refusal herein provided.~~

~~E. The right of Franchisee's Heirs upon Death or Disability of Franchisee~~

~~A transfer to the heirs, surviving spouse, or personal or other legal representatives of Franchisee (collectively, Involuntary Transferees) upon the death or legal disability of Franchisee shall not be subject to Franchisor's right of first refusal above or right to terminate for failure to obtain written approval for Transfer as provided herein, so long as the Involuntary Transferees (i) satisfy Franchisor that they are qualified to act as a franchisee, and (ii) perform all other applicable acts required of a Transferee and Transferor as prescribed this Agreement. Such transfer shall be made within one hundred eighty (180) days after the death or disability of Franchisee, or Franchisor, at its option, may terminate this Agreement, whereupon all rights granted to Franchisee hereunder shall revert to Franchisor. Any subsequent sale or other transfer by any Involuntary Transferee shall be subject to Franchisor's right of written approval set forth in this Section of this Agreement and to Franchisor's right of first refusal set forth above. Transfer to Involuntary Transferees shall not require the payment of the transfer fee required by this Agreement. Actual legal costs incurred by Franchisor to approve and effect the transfer will be charged, however.~~

~~17. TERMINATION~~

~~A.Termination by Franchisor~~

~~Upon Notice to Franchisee, Franchisor may elect to terminate this Agreement without prejudice to any other legal or equitable rights or remedies upon the occurrence of any one or more of the following events: listed below. In such event, the Termination of this Agreement shall be effective immediately upon Franchisee's receipt of a written Notice of termination.~~

~~**1.** Franchisee fails to timely (i) locate and secure a Site as so required by this Agreement, or (ii) open the Franchised Business within the time limits prescribed by this Agreement.~~

~~**2.** Franchisee fails to satisfy all of the training obligations herein.~~

~~**3.** Franchisee is delinquent by more than ten (10) days in paying any sum due as required under this Agreement or any other agreement or instrument between Franchisor or Franchisor's affiliate and Franchisee.~~

~~**4.** Franchisee is late for more than 10 days on any payment due and owing to a Roni's Mac Bar approved or designated vendor or supplier.~~

~~**5.** Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, Royalty Fees or other fees and payments when due to Franchisor or any Affiliate of Franchisor, or commits (3) defaults or more under this agreement or any other agreement with Franchisor or any Affiliate of Franchisor, whether or not such defaults or such failure to pay or submit information is corrected after notice thereof is delivered to Franchisee or after curing a default under this Agreement, Franchisee commits the same default again within six months of the default, even if Franchisee would otherwise be given an opportunity to cure the current default.~~

~~**6.** Franchisee (or an affiliate of Franchisee) defaults under any other agreement between Franchisor (or an affiliate or Franchisor) such that Franchisor or its Affiliate, as the case may be, has the right to terminate the said agreement or said agreement automatically terminates.~~

~~**7.** Franchisee fails to operate the Franchised Business for more than two (2) consecutive days that the Franchised Business is required or is customarily open in the ordinary course of business or otherwise abandons the Franchised Business.~~

~~**8.** Franchisee provides, offers, or sells products or services other than those that are Permitted Products and Services and/or Franchisee fails to provide, offer, or sell any one, some, or all of the Permitted Products and Services.~~

~~**9.** If Franchisees fail to participate in a promotional campaign, discount program, or honor a coupon in accordance with the standards established by Franchisor within five (5) days of the notice being sent to Franchise.~~

~~**10.** Franchisee provides, offers, or sells any Permitted Products and Services at or from a location that is within the franchise territory of another Roni's Mac Bar franchise (except as expressly stated in this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by Franchisor under franchise agreements with or other franchisees of Franchisor.~~

~~**11.** Franchisee refuses to allow or cooperate with an inspection or audit of the Franchised Business, or a Franchisee fails to achieve or exceed System Standards in two (2) inspections in any twenty (24) month period.~~

~~**12.** Franchisee is declared bankrupt or insolvent, or Franchisee is the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code (this provision may not be enforceable under federal bankruptcy law).~~

~~**13.** A receiver is appointed for Franchisee or for any part of its property; Franchisee makes any assignment for the benefit of its creditors, if not dismissed within fifteen (15) days, and/or a final judgment is entered against Franchisee in the amount of twenty-five thousand ($25,000) dollars or more which remains unsatisfied or is on record for thirty (30) days or longer without a supersedeas bond being filed.~~

~~**14.** Franchisee loses the right to possession of the Site upon which the Franchised Business is located or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located unless such default results from circumstances beyond the control of Franchisee and does not arise from any action taken or failure to act by Franchisee or Franchisee's failure to cure or correct the circumstances that led to such default (provided, however, that if through no fault of Franchisee, the Site is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, or if the Site is acquired pursuant to a government taking of property, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate the Franchised Business or reconstruct the Franchised Business, which approval shall not be unreasonably withheld).~~

~~**15.** Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchised Business.~~

~~**16.** Franchisee makes any transfer or attempted transfer that fails to comply with this Agreement.~~

~~**17.** The Franchised Business is seized, taken over, or foreclosed by a government official in the exercise of his duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor; a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such levy.~~

~~**18.** Franchisee or any Principal violates the restrictive covenants of the confidentiality, solicitation, competition as set forth in this agreement or otherwise directly or indirectly uses or discloses Confidentiality Information to or for the benefit of it, his/her, or benefit of another or publishes causes to be published Confidential Information without the expressed written consent of Franchisor.~~

~~**19.** Any conduct or activity by Franchisee or any Designated Manager, Principal, director, or officer of Franchisee that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, Franchisor, the System, the Marks, or the goodwill associated therewith, including, but not limited to, any criminal misconduct for which Franchisee or any Designated Manager, Principal, director, or officer of Franchisee is convicted.~~

~~**20.** Franchisee knowingly maintains false books or records or knowingly submits any false reports (including, but not limited to, the information provided as part of Franchisee's application for this franchise) to Franchisor or understates its Gross Revenues reported to Franchisor by more than five percent (5%) and any given 180-day period.~~

~~**21.** Any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Franchised Business, and Franchisee has not immediately commenced actions to cure the problem or has not promptly cured or corrected the problem or activity that gave rise to the threat or danger.~~

~~**22.** Franchisee fails to perform or breaches any other provision of this Agreement or of any other agreement or instrument between Franchisor, Franchisor's affiliates, or a Roni's Mac Bar designated supplier and Franchisee and fails to cure any such breach within thirty (30) days from notice of breach or if any agreement by and between the Franchisee or its affiliates and Franchisors or its affiliates or a Roni's Mac Bar designated supplier is terminated by reason of Franchisee's, Franchisee's affiliate(s)', or Franchisees Principal Owner(s)' default, irrespective of such default was in part or in whole directly or~~

~~indirectly the reason for termination.~~

~~B. Termination with the Opportunity to Cure~~

~~If other than so stated above, if Franchise so breaches this Agreement, fails to operate the Franchised Business in full compliance with the terms of this Agreement, the Operating Manual, or the System Standards, Franchisor may elect to terminate this Agreement, without prejudice to any other legal or equitable rights or remedies, upon Notice of Termination, if franchisee so fails to fully cure said noted breach(es) within thirty (30) days of said Notice. Termination of this Agreement shall be effective automatically upon the expiration of the time period specified above (or such longer period as may be required by applicable law) or, if no notice of default is required, immediately upon Franchisee's receipt of a written notice of termination.~~

~~C. Liability for Default~~

~~If Franchisee fails to cure any default within the applicable time period set forth in this Section, Franchisee shall pay all damages, costs, and expenses incurred by Franchisor as a result of any such default, including, but not limited to, reasonable attorney and accounting fees. This provision shall apply regardless of whether or not Franchisor exercises its right to terminate this Agreement or initiate legal or arbitration proceedings against Franchisee.~~

~~D. Our Step-In Rights~~

~~The parties herein want to prevent any operation or interruption of the Franchised Business that would cause harm to the Franchised Business and to the System and lessen its value. Therefore, Franchisee authorizes Franchisor to step in to operate the Franchised Business for as long as Franchisor believes necessary and practical in Franchisor's exclusive judgment. Franchisor may do so without waiving any other rights or remedies that Franchisor may have.~~

~~Cause for stepping in may include Franchisor's determination that: Franchisee is incapable of operating the Franchised Business; Franchisee is absent or incapacitated because of illness or death; Franchisee has failed to pay when due any real property, equipment rent, or lease payments, suppliers, or inventory payments; Franchisee has failed to pay to Franchisor when due any franchise, royalty, advertising, or other fees; Franchisee has failed to pay when due any taxes or assessments against the Franchised Business or property used in the Franchised Business; Franchisee has failed to pay when due any liens or encumbrances placed upon or against Franchised Business property; Franchised Business activities are having a negative impact on the value of System, or Franchisor decides that significant operational problems require Franchisor to operate the Franchised Business for a time.~~ after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at Franchisor's then-current interim management support fee, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the assets of the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that

the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any collateral Franchisee uses to secure the SBA Financing, and Franchisor agrees to (i) subordinate its interest in any lien on Franchisee's collateral to that of the lender of the SBA Financing and (ii) waive the requirement of the written acknowledgement referenced in this Section.

17. DEFAULTS.

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee entity is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.2.1 has misrepresented or omitted material facts in applying for the Franchise;

17.2.2 fails to (i) acquire a site for the Franchised Business, (ii) complete construction of the Franchised Business premises, (iii) obtain all licenses and permits before opening, or (iv) open the Franchised Business within the time and in the manner specified in Article 8.

17.2.3 ceases to operate the Franchised Business for a period of five (5) days or more; subject to loss or casualty which is governed by Section 17.2.5 and Section 17.2.6;

17.2.4 loses for any cause whatsoever the right of possession of the Franchised Business premises; provided, however, that this provision shall not apply if through no fault of Franchisee, Franchisee loses right of possession and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate the Franchised Business (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such relocation in accordance with Section 8.4;

17.2.5 fails to restore the Franchised Business premises to full operation within a reasonable period of time but not more than one hundred twenty (120) days from the date the Franchised

Business premises is rendered inoperable by any casualty, as may be extended by Franchisor in Franchisor's reasonable discretion;

17.2.6 fails to comply with any federal, state, or local law, rule, or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.7 defaults under any lease or sublease of the real property on which the Franchised Business is located;

17.2.8 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions;

17.2.9 fails to comply with the covenants in Article 15;

17.2.10 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.11 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal as required by Section 16.7.

17.2.12 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks; or engages in any other conduct that may harm the reputation of the System or the goodwill associated with the Marks;

17.2.13 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.14 conceals revenues, maintains false books, or records, or submits any false reports;

17.2.15 creates a threat or danger to public health or safety from the construction, maintenance, or operation of the Franchised Business;

17.2.16 refuses to permit Franchisor to inspect the Franchised Business premises or audit Franchisee's books or records;

17.2.17 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.18 fails to comply with the non-competition covenants in Section 19.5;

17.2.19 defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.20 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.21 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates or suppliers and does not cure such default within the time period provided in such other agreement; or

17.2.22 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.19 and/or 17.2.20;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 17.2.19.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 enter upon the Franchised Business premises and exercise complete authority with respect to the operation thereof until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control, and operate the Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor the then-current interim management support fee, plus any and all costs of travel, lodging, meals, and other expenses reasonably incurred by Franchisor during Franchisor's operation thereof as compensation therefor. Further, Franchisee shall reimburse Franchisor for the full compensation paid to such representative including the cost of all fringe benefits plus all travel expenses, lodging, meals, and other expenses reasonably incurred by such representative until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days' prior written notice to Franchisee to direct suppliers to stop furnishing any and all products and supplies until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against

Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

17.6 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorneys' fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

18. POST-TERMINATION.

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal, if any, shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly, or indirectly identify himself, herself, or itself as a current Roni's Mac Bar owner, franchisee, or licensee;

18.1.2 immediately and permanently (i) cease to use the Marks, any imitation of any Mark, logos, copyrighted material, or other intellectual property, Confidential Information (as defined in Section 19.2 hereof), confidential or proprietary material or indicia of a Roni's Mac Bar outlet, (ii) cease to use any trade name, trade or service mark or other commercial symbol that suggests a current or past association with Franchisor, Franchisor's affiliates, or the System and (iii) de-identify the Franchised Business premises. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms, and any other articles, which display the Marks;

18.1.3 take

~~All Revenue from Franchisor's operation of the Franchised Business will be for Franchisee's exclusive account. Franchisor will pay from that Revenue all expenses, debts, and liabilities. Franchisor incurs during Franchisor's operation of the Franchised Business. This will include our personnel and administrative and travel costs, plus fifteen percent (15%) of that Revenue to cover Franchisor overhead expenses. In addition, Franchisor will have the option, but not the obligation, to pay to Franchisee any claims owed by Franchisee to any creditor or employee of the Franchised Business. Franchisee will reimburse Franchisor upon demand, including at the rate set forth above, for overdue amounts.~~

~~Our exercise of these Step-In Rights, Franchisee agrees to hold Franchisor harmless for all acts, omissions, damages, or liabilities arising during Franchisor's operation of the Franchised Business. Our operation of the Franchised Business will not operate as an assignment to Franchisor of any lease or sublease of Franchised Business property. Franchisor will have no responsibility for payment of any rent or other charges owing on any lease for Franchisee property, except as the charges relate to the period of Franchisor's operation of the Franchised Business. You agree to pay Franchisor's legal and accounting fees and costs Franchisor incurs because of Franchisor's exercise of these Step-In Rights.~~

~~18. OBLIGATIONS UPON TERMINATION~~

~~Upon the termination or expiration of this Agreement, for any reason, Franchisee shall forthwith:~~

1. ~~Cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.~~

2. ~~Immediately and permanently cease to use, by advertising or in any manner whatsoever, any~~

~~equipment, materials, confidential methods, procedures, or techniques associated with the System or that display the Marks, or any other distinctive forms, slogans, signs, symbols, or devices associated with or belonging to Franchisor.~~

~~**3.** Make such modifications or alterations to the Site of the Franchised Business, including the improvements thereon, as may be necessary or requested by Franchisor (including, but not limited to, changing the telephone number) to prevent the operation of any business on the Site upon which the Franchised Business is located that might be deemed substantially similar to that of the Franchised Business or any other franchisee of Franchisor. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter the Site without being guilty of trespass or any other tort or crime for the purposes of making or causing to be made such changes as may be required, at the expense of Franchisee.~~

~~**4.** At the option of Franchisor, assign to Franchisor or Franchisor's designee any interest of Franchisee in any lease or sublease for the Site of the Franchised Business. If Franchisee fails to do so, Franchisor shall have the right, for which purpose Franchisee hereby appoints Franchisor as its attorney-in-fact, to make such assignment on Franchisee's behalf. If Franchisor elects not to exercise its option to acquire Franchisee's lease/sublease, Franchisee shall make such modifications or alterations to the Site of the Franchised Business as described in the subparagraph above immediately upon termination or expiration of this Agreement as may be necessary and requested by Franchisor for that purpose (including, but not limited to, changing the telephone number).~~

~~**5.** Turnover to Franchisor the Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by Franchisor, including, without limitation, brochures, agreements, disclosure statements, and any materials relating to the business operated hereunder, which may be in Franchisee's possession, together with all copies thereof (all of which Franchisee acknowledges to be Franchisor's sole property).~~

~~**6.** At the option of Franchisor, assign to Franchisor or Franchisor's designee all of Franchisee's rights, title, and interest in and to any and all (i) telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, and other business listings, and (ii) Web Sites, web pages, listings, banners, URLs, advertisements, or any other services and links related to the Franchised Business or the use of Franchisor's trademarks, service marks or other logos, on or with the internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines or other similar services.~~

~~**7.** At the option of Franchisor (to be exercised within thirty (30) days after termination), sell to Franchisor any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's depreciated book value.~~

~~**8.**~~ ~~Take~~ such action as may be necessary to cancel any assumed name or equivalent registration that contains the ~~mark Roni's Mac Bar~~Mark or any ~~of the~~ other ~~Marks~~service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence ~~satisfactory to Franchisor~~ of compliance with this obligation, which is satisfactory to Franchisor, within ~~fifteen (15~~five (5) days after termination or expiration of this Agreement~~.~~;

~~Immediately~~

18.1.4 promptly pay all sums ~~due and~~ owing to Franchisor and its affiliates. Such sums shall include all damages, costs, and expenses, including~~,~~ reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and located at the Franchised Business premises at the time of default;

18.1.5 pay to Franchisor all damages for any breach or early termination of this Agreement, plus, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor, including injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to~~, any unpaid~~ recipes, customer lists and records, and advertising material (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

18.1.7 comply with the non-disclosure and non-competition covenants contained in Article 19; and

~~**9.**~~ 18.1.8 in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to: (a) the average monthly Royalty ~~Fees, other fees, and monies~~Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of Franchisee's default (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) twenty-four (24) or (ii) the number of months then remaining in the then-current term of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 18.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement.

~~**10.** Obtain and maintain in effect all coverage for the professional liability or errors and omissions insurance and general liability insurance by this Agreement to extend the period in which claims may be made for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located.~~

~~**11.** Franchisee does hereby irrevocably constitute and appoint Franchisor as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee's obligations under this Section. Franchisee agrees to promptly execute, acknowledge, and deliver to Franchisor any and all such documents as may be required to carry out Franchisee's obligations hereunder. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.~~

18.2 Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within thirty (30) days after the termination of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any point of sale system), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges,

encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after Franchisor notifies Franchisee that Franchisor exercises its option to purchase the assets.

18.2.2 With respect to the options described in Sections 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Communications. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.7, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

~~19.~~ 19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS ~~OF FRANCHISEE~~.

~~A. Management of Franchise~~

~~Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, the Franchised Business shall at all times be under the direct supervision of Franchisee, the Designated Manager, or the Franchised Business Manager, who shall devote his/her full time, energy, and best efforts to the management and operation of the Franchised Business.~~

~~B. Covenants during the Term of Franchise Agreement~~

~~Franchisee specifically acknowledges that pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the design, development, and operation of the Franchised Business, procedures and techniques of the Roni's Mac Bar Method, and sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee~~

19.1 Operations Manual.

19.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic, or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and each Principal shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Principal(s) shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms, and conditions under which it is permitted to use Franchisor's intellectual, proprietary, and confidential information; and shall ensure its employees' compliance with such restrictions, terms, and conditions. Franchisee, Principal(s), and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination, or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.4 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee.

19.2 Confidential Information. Franchisee along with its Principal(s) acknowledge and accept that during the term of this Agreement, Franchisee and Principal(s) will have access to Franchisor's trade secrets, including, but not limited to, recipes, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor Principal(s) shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or Principal(s) or of which Franchisee or Principal(s) may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and Principal(s) shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee and Principal(s) shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or Principal(s) develops any new concept, process, product, recipe, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products, recipe or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and Principal(s) acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate. Franchisee acknowledges and agrees that nothing in this Section 19.4 permits Franchisee to test, introduce, provide, or otherwise offer any Improvement to customers, or use any Improvement in the operation of the Franchised Business, unless and until Franchisor consents to the use of the Improvement for such purpose.

19.5 Noncompetition Covenants. Franchisee and Principal(s) specifically acknowledge that, pursuant to this Agreement, Franchisee and Principal(s) will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee and Principal(s). Franchisee and Principal(s) acknowledge that such specialized training, trade

secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and Principal(s) are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and Principal(s) covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and each Principal shall not, either directly or indirectly, for itselfthemselves or through, on behalf of, or in conjunction with, any person, persons, partnership, or corporation:

1. or entity (i) divert, or attempt to divert, any business or clientcustomer of the Franchised Business or of any other franchisee of Franchisorfranchisees in the System to any competitor, by direct or indirect inducement or otherwise,; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any capacity in a restaurant, diner, or café that derives more than twenty percent (20%) of its gross receipts from the sale of specialty macaroni and cheese dishes; grilled cheese sandwiches, and/or other lunch and dinner items ("Competitive Business"); or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Roni's Mac Bar franchisees or Franchisor-affiliated outlets..

2. own, maintain, engage in, or have any interest in any business offering mac and cheese or any other products or services that are offered in the Franchised Business ("**Competitive Business**"), unless otherwise consented to in writing by Franchisor.

C. Covenants after Termination of Franchise Agreement

Franchisee further covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

1. for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, own, maintain, operate, engage in, or have any interest in any business offering mac and cheese, or any other services that had been offered by the Franchised Business, within twenty-five (25) miles of any Roni's Mac Bar Franchised Business; or

2. for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly solicit or perform services for any person who was a client of the Franchised Business at any time during the term of this Agreement.

3. Franchisee and Franchisor agree that the covenants contained in this Section shall survive the expiration, termination, or cancellation of this Agreement. In the event of the violation of this Section by Franchisee following expiration, termination, or assignment of this Agreement, the period of time Franchisee shall be required to abide by the breached obligation shall be extended to a period of two (2) years after Franchisee is no longer in breach of such obligation.

~~D.Exclusion for Publicly Traded Company~~

~~This Section shall not apply to the beneficial ownership by Franchisee of less than five percent (5%) of the outstanding equity securities of any corporation that is registered under the Securities and Exchange Act of 1934.~~

~~E. Independent Covenants; Severability~~

~~The parties agree that each of the covenants in this Section shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held~~

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any Competitive Business within ten (10) miles of the Territory or of any Roni's Mac Bar outlet; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Roni's Mac Bar franchisees.

19.6 Reasonableness of Restrictions. Franchisee and Principal(s) acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee or Principal(s) since Franchisee or Principal(s), as the case may be, have other considerable skills, experience and education which afford Franchisee or Principal(s), as the case may be, the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable ~~or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Section.~~

~~F. Reduction of Covenants by Franchisor~~

~~Franchisee understands and acknowledges that~~in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this ~~Agreement,~~Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees ~~that it shall comply~~ to forthwith comply with any covenant as so modified~~, which shall be fully enforceable notwithstanding the provisions hereof~~.

~~Claims Against Franchisor~~

19.8 Injunctive Relief. Franchisee and Principal(s) acknowledge that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and Principal(s) hereby consent to the entry of an injunction prohibiting any conduct by Franchisee or Principal(s)in violation of the terms of the covenants not to compete set forth in this Agreement.

G.19.9 No Defense

. Franchisee and Principal(s) expressly agreesagree that the existence of any claims itthey may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this SectionArticle 19.

H.Injunctive Relief

Franchisee acknowledges that its violation of the terms of this Section would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Franchisee accordingly consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section.

Execution of

I. 19.10 Covenants **by Key Personnel**

At the request of Franchisor,Employees, Agents, and Third Persons. Franchisee shall provide Franchisor with executed Restrictive Covenant Agreements containingrequire and obtain execution of covenants similar in substance to those set forth in this SectionArticle 19 (including covenants applicable upon the termination of a person's relationshipemployment with Franchisee) from each manager, officer, director, and Principal of Franchisee. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to the execution of this Agreement, Franchisee shall require and obtain such covenants from them and promptly provide Franchisor with executed copies thereof. In no event shall any person enumerated above be granted access to any confidential aspect of the System or the Franchised Business prior to their execution of such a covenant. All covenants required by this Section shall be in a form satisfactory to Franchisor, including, without limitation, the specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. The failure by Franchisee to obtain the execution of the covenants required by this Section and provide the same to Franchisor shall constitute a material breach of this Agreement.

20. ENFORCEMENT

A.Mediation

If a dispute arises between the parties that cannot be settled through negotiation, the parties shall first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation or other dispute resolution procedures. The party raising the dispute ('Complaining Party") shall give a give written of such dispute to the other party ("Notice of Dispute"). Within 28 days of giving shall Notice of Dispute, the Complaining Party shall file with the American Arbitration Association a Request for Mediation. If the Complaining Party fails to file such Request for Mediation within 28 days, the Complaining Party's claims shall be deemed abandoned and shall preclude the Complaining Party from pursuing such claims further. The mediation proceedings shall take place at the American Arbitration Association location nearest Franchisor's principal place of business (presently McLennan, Texas). The cost of the Mediation shall be shared equally by the parties. The Mediation shall conclude or be deemed concluded 45 days after the Request for Mediation is filed with the American Arbitration Association.

B.Injunctive Relief

Franchisor shall be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to (a) Franchisee's use of the Marks; (b) the obligations of Franchisee upon the termination or expiration of this Agreement; (c) Covenants of Franchisee; (d) any assignment or transfer of this Agreement or any ownership interest contrary to this Agreement; or (e) as necessary to prohibit any act or omission by Franchisee or its all employees or agents: (i) that would constitute a violation of any applicable law, ordinance, or regulation:

~~(ii) that is dishonest or misleading to Franchisor and/or Franchisor's other franchisees; or (iii) that, in Franchisor's reasonable judgment, may harm, tarnish, impair or reflect unfavorably upon the reputation, name, services or operation of the Franchised Business, Franchisor, the System or the Marks.~~

~~C.~~ Arbitration

~~Except as otherwise provided herein, any claim or controversy arising out of or related to this Agreement, or the breach thereof, shall be settled by mandatory binding arbitration in McLennan, Texas, in accordance with the U.S. Arbitration Act, if applicable, and the Rules of the American Arbitration Association (in accordance with the rules relating to the arbitration of disputes arising from franchise and license agreements, if any, or otherwise in accordance with the general rules of commercial arbitration), provided that at the option of Franchisor or Franchisee the arbitrator shall be selected from a list of retired federal or state judges supplied by the American Arbitration Association (if obtainable, or otherwise in accordance with the customary procedures for selecting an arbitrator). The arbitrator shall allow discovery in accordance with the Federal Rules of Civil Procedure and may apply the sanctions relating to noncompliance with discovery orders therein provided. The arbitrator shall issue a written opinion explaining the reasons for his or her decision and award, and the arbitrator shall~~ , contractors or third persons who will have ~~the right to award or include in the award the specific performance of this Agreement. Judgment upon the award of the arbitrator will be entered in any court having competent jurisdiction thereof or of the Franchisor of Franchisee. During the pendency of any arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement. All arbitration proceedings will be individual proceedings between Franchisor and Franchisee and will not be conducted on a "class" basis or include any other of our franchisees as named parties unless Franchisor and Franchisee each agree. The arbitration proceedings shall take place in McLennan, Texas, or the county of the state where the Franchisor is then headquartered.~~

~~D.~~ Injunctive Relief

~~If Franchisor desires to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement and any amendments thereto, or to collect monies due, then any such action shall not be subject to arbitration, and Franchisor shall have the right to bring such action as described in herein.~~

~~E.~~ Cumulative Rights and Remedies

~~No right or remedy conferred upon or reserved to Franchisor or Franchisee by this agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that shall cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.~~

~~FRANCHISEE AND FRANCHISOR EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IF THERE IS A DISPUTE WITH THE OTHER, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED. FRANCHISEE WAIVES AND DISCLAIMS ANY RIGHT TO CONSEQUENTIAL DAMAGES IN ANY ACTION OR CLAIM AGAINST FRANCHISOR CONCERNING THIS AGREEMENT OR ANY RELATED AGREEMENT. IN ANY CLAIM OR ACTION BROUGHT BY FRANCHISEE AGAINST FRANCHISOR CONCERNING THIS AGREEMENT, FRANCHISEE'S CONTRACT DAMAGES SHALL NOT EXCEED AND SHALL BE LIMITED TO REFUND OF FRANCHISEE'S FRANCHISE FEE PAYMENTS.~~

~~FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.~~

~~F. Limitations of Claims~~

~~Except for claims against Franchisee concerning the underreporting of gross sales and for claims against Franchisee by Franchisor relating to third-party claims or suits brought against Franchisor; as a result, Franchisee's operation of the franchise business, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto shall be barred unless an arbitration or legal proceeding is commenced within one (1) year from the date Franchisee, or Franchisor knew or should have known of the facts giving rise to such claims.~~

~~G.~~No Right to Offset.

~~Franchisee may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor, or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.~~

~~21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION~~

~~It is understood and agreed that nothing in this Agreement shall create a partnership, employment, or agency relationship between Franchisor and Franchisee or authorize Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf or to incur any debt or other obligation in Franchisor's name. Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action by Franchisee. Franchisor shall not be liable to any third party for any act or omission of Franchisee in any of its operations hereunder (including, without limitation, any claim or action against Franchisee for negligent hiring, sexual harassment, or employment discrimination) or any claim or judgment arising therefore against Franchisee.~~access to Franchisor's Confidential Information, and Franchisee shall provide Franchisor with executed versions thereof. Such covenants shall be substantially in the form set forth in Attachment 8 as revised and updated from time to time and contained in the Manual. Franchisee shall indemnify and hold Franchisor harmless from ~~and against any and all claims, debts, liabilities, or obligations arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Business (excluding, however, liabilities caused by (i) Franchisee's improper reliance on or use of procedures or materials provided by Franchisor or (ii) Franchisor's negligence), and shall pay all costs (including, without limitation, attorney and accountant fees) incurred by Franchisor in defending against and/or responding to them. FRANCHISEE SHALL DISPLAY PROMINENTLY AT ITS PLACE OF BUSINESS, ON ALL CORRESPONDENCE WITH THIRD PARTIES, AND IN ANY PRINTED MATERIALS BEARING ITS NAME OR BUSINESS LOCATION, A STATEMENT THAT THE FRANCHISED BUSINESS IS INDEPENDENTLY OWNED AND OPERATED BY FRANCHISEE.~~any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of Franchisee's failure to obtain executed restricted covenants by employees, agents and third persons as required by this Section.

~~22. MISCELLANEOUS~~

~~A.~~Nature of Agreement

~~This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures which are included in the Franchisor's now current Franchise Disclosure Document. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification.~~

~~No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.~~

~~B. Benefit~~

~~This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement shall not be assigned by Franchisee without the prior written consent of Franchisor.~~

~~C. Construction~~

~~This Agreement was accepted by Franchisor in Texas. Except to the extent governed by the U.S. Trademark Act of 1946, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, provided, however, that if any of the covenants contained in this Agreement would not be enforceable under the laws of Texas and the Franchised Business is located outside of Texas, then such covenants shall be interpreted and construed under the laws of the state in which the Franchised Business is located}. The laws of Texas shall prevail in the event of any conflict of law, except as specifically provided otherwise by any applicable state franchise investment laws, rules, or regulations. If any provision of this Agreement relating to termination, nonrenewal, or assignment of the franchise or choice of law, jurisdiction, or venue is inconsistent with any applicable state franchise investment law, rules, or regulations, such applicable state law shall apply. Any addendum to this Agreement required by the regulatory authorities of any state for the purpose of disclosing the salient provision of such a state's law is hereby made a part hereof.~~

~~D. Jurisdiction and Venue~~

~~Franchisee hereby irrevocably agrees that subject to Franchisor's sole and absolute election, any and all suits, actions, or other proceedings with respect to, arising out of, or in connection with this Agreement shall be litigated in courts having a situs within McLennan, Texas. Franchisee hereby consents and agrees that the following courts shall have personal jurisdiction over Franchisee in all lawsuits relating to or arising out of this Agreement, and hereby submits to the jurisdiction of the following courts and irrevocably waives any defense Franchisee may have or lack of personal jurisdiction in any such lawsuits filed in these courts: (a) all courts included within the state court system of the State of Texas; and (b) all courts of the United States of America sitting within the State of Texas, including, without limitation, all United States District Courts within the State of Texas. Franchisee hereby consents and agrees that venue shall be proper in any of the following courts in all lawsuits relating to or arising out of this Agreement and hereby irrevocably waives any right Franchisee may have to transfer or change the venue in any such lawsuits filed in these courts: (a) the state court of the county where Franchisor has its principal place of business. In the event any of these courts are abolished, Franchisee agrees that the venue shall be proper in the state or federal court in Texas that most closely approximates the subject matter jurisdiction of the abolished court as well as any of these courts that are not so abolished. Any and all lawsuits filed by Franchisee against Franchisor (whether in breach of the arbitration provisions of this Agreement or not) relating to or arising out of this Agreement shall be required to be filed in one of these courts. Any and all lawsuits filed by Franchisor against Franchisee may be filed in any of these courts or in any court in which jurisdiction and venue are proper. In all lawsuits relating to or arising out of this Agreement, Franchisee consents and agrees that Franchisee may be served with process outside the State of Texas in the same manner of service that may be made within the State of Texas by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. Franchisee hereby waives any defense it may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of~~

~~service available in such lawsuits and shall be available in addition to any other method of service allowed by law.~~

~~E. Headings~~

~~The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.~~

~~F. Notices~~

~~All payments~~

20. DISPUTE RESOLUTION.

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution by providing notice as set forth in Section 21.6 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy, or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy, or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy, or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Arbitration.

20.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 20.4, any dispute between Franchisor and Franchisee and/or any Principal arising out of or relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 20.1 or 20.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

20.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Fairfield County, Texas, or, if Franchisor so elects, at the offices of the American Arbitration Association or in the county where the principal place of business of Franchisee is then located.

20.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court

having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

20.3.4 The provisions of this Section 20.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

20.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify, or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone, or rescind the effectiveness of any termination of this Agreement.

20.3.6 Except as expressly required by law, Franchisor, Franchisee, and Principal(s) shall keep all aspects of any mediation and/or arbitration proceeding in confidence and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

20.4 Exceptions. Notwithstanding the requirements of Sections 20.2 or 20.3, the following claims shall not be subject to mediation or arbitration:

20.4.1 Franchisor's claims for injunctive or other extraordinary relief;

20.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

20.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks;

20.4.4 disputes and controversies relating to actions to obtain possession of the premises of the Franchised Business; and

20.4.5 enforcement of Franchisee's post-termination obligations, including but not limited to, Franchisee's non-competition covenants.

20.5 Governing Law and Venue. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Texas. Franchisee and Principal(s), except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Texas. Franchisee and Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.6 Mutual Benefit. Franchisee, Principal(s), and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Franchisee, Principal(s), and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.7 Waiver of Jury Trial and Certain Damages. Franchisee and Principal(s) hereby waive, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

20.8 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 20.1 through 20.3 above) shall bar Franchisor from the right to obtain immediate injunctive relief from any court of competent jurisdiction against threatened conduct by Franchisee that may cause Franchisor loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

20.9 Limitations of Claims. Any and all claims asserted by Franchisee arising out of or relating to this Agreement or the relationship with Franchisor will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Franchisee knew or should have known of the facts giving rise to such claims.

20.10 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Franchisee concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be ~~made to, and all notices, requests~~entitled to recover reasonable attorney's fees and court costs incurred.

20.11 Survival. The provisions of this Article 20 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any Principal of their respective interests in this Agreement.

21. GENERAL.

21.1 Relationship of the Parties.

21.1.1 Independent Licensee. Franchisee is and shall be an independent licensee under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee operation of the Franchised Business. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of claims, demands, ~~and other communications hereunder shall be~~ taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner, or employment relationship.

21.1.2 No Relationship. Franchisee acknowledges and agrees that Franchisee alone exercises day-to-day control over all operations, activities, and elements of the Franchised Business, and that under no circumstance shall Franchisor do so or be deemed to ~~have been duly received by, the person to whom addressed~~do so. Franchisee further acknowledges and agrees, and will never claim otherwise, that the various restrictions, prohibitions, specifications, and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, does not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising control of the day-to-day operations of the Franchised Business.

21.1.3 Franchisee's Employees. Franchisor has no authority to control, either directly or indirectly, the essential terms and conditions of employment of Franchisee's employees. Franchisee acknowledges and agrees that Franchisee, in Franchisee's sole and absolute discretion, shall determine all such essential terms and conditions of employment, which are defined in the Manual. Franchisee specifically agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a Roni's Mac Bar Franchise and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf, participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principal(s) in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and any Principals shall be deemed to be joint and several covenants, agreements, and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.5 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.6 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered ~~or forty-eight (48) hours after deposit in the United States~~personally or by certified mail or courier, postage prepaid, addressed~~:~~ to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall

be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.7 Effect of Waivers. No waiver, delay, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than at the Franchised Business premises approved by Franchisor shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the approved Franchised Business outlet.

21.8 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Article 17 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

21.9 Consent to Do Business Electronically. This agreement is made in the State of Texas. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Texas, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Attachments, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

21.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.11 Survival. Any obligation of Franchisee or Principal(s) that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or a Principal thereof shall be deemed to survive such termination, expiration or transfer.

21.12 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, provided that nothing in this Agreement is intended to disclaim the representations made to Franchisee in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISOR:

RONI'S MAC BAR FRANCHISING, LLC

By: _____

_____, _____
(Print Name, Title)

FRANCHISEE (Entity):

_____

By: _____

_____, _____
(Print Name, Title)

FRANCHISEE (Principal):

_____

_____

(Print Name)

ATTACHMENT 1

TRADEMARKS

Service Marks –

RONI'S MAC BAR

ATTACHMENT 2

TERRITORY DESCRIPTION AND FRANCHISED BUSINESS ADDRESS

(If there is no Approved Site on the Effective Date, include: **TERRITORY AND ADDRESS TO BE DETERMINED AND INSERTED AFTER A RONI'S MAC BAR SITE IS APPROVED BY FRANCHISOR IN THE NON-EXCLUSIVE SITE SEARCH AREA OF _____.)

Territory (insert map and/or define by zip codes):

_____

_____

_____

_____

Approved Franchised Business Address:

_____

_____

ATTACHMENT 3

AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: Roni's Mac Bar Franchising, LLC

I (We) hereby authorize Roni's Mac Bar Franchising, LLC, hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name: _____ Branch: _____

City: _____ State: _____ Zip: _____ Phone: _____

ACH/Routing Number: _____ Account Number: _____

(Nine Digits)

This ~~in the case of Franchisor: **Roni's Mac Bar Franchising, LLC**~~ authorization is to remain in full force and effect until Franchisor has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 6 and 18 of the Franchise Agreement.

_____

Print Franchisee / Account Holder Name Print Franchisee/Co-Account Holder Name

_____

Franchisee/ Account Holder Signature-Date Franchisee/Co-Account Holder Signature-Date

_____

Daytime Phone Number Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to:

Roni's Mac Bar Franchising, LLC
720 Franklin Avenue~~,~~
Waco, ~~**TX**~~Texas 76701

~~or to such other persons or address as Franchisor may from time to time furnish to Franchisee;~~

~~in the case of Franchisee: _____ at the address is:~~
~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~

~~G.Severability~~

~~In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), shall be held by the final judgment of a court of competent jurisdiction after appeal or the time for appeal has expired, to be invalid, unenforceable or in violation of any federal, state or local law, regulation or ordinance applicable to this Agreement, such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such invalidity. All other provisions of this Agreement shall otherwise remain in full force and effect.~~

~~If any applicable and binding law or regulation of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement that is required hereunder or the taking of some other action not required hereunder, or if under any applicable and binding law or regulation of any jurisdiction, any provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor is invalid or unenforceable, then the prior notice and/or other action required by such law or regulation shall be substituted for the comparable provisions hereof, and Franchisor shall have the unlimited right to modify such invalid or unenforceable provision, specification, standard, or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it was separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or from any specification, standard, or operating procedure prescribed by Franchisor, any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Any such modifications to this Agreement shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.~~

~~H.Survival of Covenants~~

~~All provisions of this Agreement which, by their terms, are intended to survive the termination or expiration of this Agreement (such as, by way of illustration and not limitation, the provisions relating to confidential information, indemnification, post-termination competition, and the Marks), and all provisions hereof necessary to enforce and interpret such provisions (such as, by way of illustration and not limitation, the provisions relating to arbitration and injunctive relief), shall survive the termination, expiration or cancellation of this Agreement or the franchise granted hereunder.~~

~~I. No Third-Party Beneficiaries~~

~~Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or entity not a party hereto.~~

~~J. Counterparts.~~

~~This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.~~

~~Signatures appear on following page~~

~~**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents as of the date first written above.~~

[redacted]

~~**Signature:**~~_____	~~**Signature:**~~_____
~~**Name:**~~_____	~~**Name:**~~_____
~~**Title:**~~_____	~~**Title:**~~_____
~~**Date:**~~_____	~~**Date:**~~_____

[redacted]

_____	_____
~~***Signature***~~	~~***Signature***~~
_____	_____
~~**Print Name**~~	~~**Print Name**~~
~~**Date:**~~_____	~~**Date:**~~_____

~~IDENTIFICATION~~**ATTACHMENT 4**

~~EXHIBIT 1.~~ CONDITIONAL ASSIGNMENT OF ~~FRANCHISEE~~

~~TO THE RONI'S MAC BAR FRANCHISE AGREEMENT~~

~~INDIVIDUAL FRANCHISEE~~

~~Name:~~ _____ ~~Date of Birth:~~ _____

~~Home Address (P.O. Box not acceptable):~~

~~City:~~ _____ ~~State:~~ _____ ~~ZIP:~~ _____

~~Home Telephone:~~ _____ ~~SSN:~~ _____

~~NON-INDIVIDUAL FRANCHISEE~~

~~*Check One*:~~ ☐ ~~Corporation~~ ☐ ~~Limited Liability Company~~ ☐ ~~Partnership~~

~~Name:~~ _____

~~Address:~~ _____

~~City:~~ _____ ~~State:~~ _____ ~~ZIP:~~ _____

~~Telephone:~~ _____ ~~EIN:~~ _____

~~Date of Organization:~~ _____ ~~State of Organization:~~ _____

~~Statutory/Registered Agent:~~ _____

~~Address of Agent:~~ _____

~~City:~~ _____ ~~State:~~ _____ ~~ZIP:~~ _____

~~Officers~~

~~President:~~ _____ ~~Vice President:~~ _____

~~Treasurer:~~ _____ ~~Secretary:~~ _____

~~Shareholders/Members/Partners~~

~~**Name**:~~ _____ ~~Percentage of Ownership:~~ _____

~~Home Address:~~ _____

~~City:~~ _____ ~~State:~~ _____ ~~ZIP:~~ _____

~~Home Telephone:~~ _____ ~~SSN:~~ _____

~~Name:~~ _____ ~~Percentage of Ownership:~~ _____

~~Home Address:~~ _____

~~City: _____ State: _____ ZIP: _____~~

~~Home Telephone: _____ SSN: _____~~

~~Name: _____ Percentage of Ownership: _____~~

~~Home Address: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Home Telephone: _____ SSN: _____~~

~~Name: _____ Percentage of Ownership: _____~~

~~Home Address: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Home Telephone: _____ SSN: _____~~

~~Name: _____ Percentage of Ownership: _____~~

~~Home Address: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Home Telephone: _____ SSN: _____~~

~~The undersigned individual Franchisee, or if the Franchisee is other than an individual, each of the Principals of Franchisee, hereby certify that the foregoing information is accurate and complete to the best of their knowledge and agree to notify Franchisor promptly of any change in any such information during the term of the Franchise Agreement to which this Exhibit 1 is attached.~~

~~Signature~~	~~Signature~~
~~Print Name~~	~~Print Name~~
~~Signature~~	~~Signature~~
~~Print Name~~	~~Print Name~~

~~EXHIBIT 2. SITE AND TERRITORY~~

~~TO THE RONI'S MAC BAR FRANCHISE AGREEMENT~~

~~**1.** The address and/or description of the Site for the Franchised Business shall be:~~

_____

_____

~~**2.** The Territory referenced in the Franchise Agreement shall consist of the following geographical area in the State of _____:~~

_____

_____

_____

_____

~~Franchisor and Franchisee further agree that this Exhibit shall be attached to, incorporated in, and made a part of said Franchise Agreement between Franchisor and Franchisee.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents as of the date first written above.~~

[redacted]

~~Signature:~~_____	**~~Signature:~~**_____
~~Name:~~_____	**~~Name:~~**_____
~~Title:~~_____	**~~Title:~~**_____
~~Date:~~_____	**~~Date:~~**_____

[redacted]

_____	_____
~~Signature~~	***~~Signature~~***
_____	_____
~~Print Name~~	**~~Print Name~~**
~~Date:~~_____	**~~Date:~~**_____

~~EXHIBIT 3. AUTHORIZATION FOR ELECTRONIC TRANSFER OF FUNDS~~

~~TO THE RONI'S MAC BAR FRANCHISE AGREEMENT~~

~~The undersigned depositor (DEPOSITOR) hereby authorizes Roni's Mac Bar Franchising, LLC (PAYEE) to initiate debit entries and/or credit correction entries to the DEPOSITOR's checking account designated below and authorizes the financial institution designated below (BANK) to debit such account pursuant to PAYEE's instructions.~~

_____

~~Name of Financial Institution Branch~~

_____

~~Address of Financial Institution City State ZIP Code~~

_____ _____

~~Account Number Bank Transit/Routing Number~~

~~This authority will remain in effect until the BANK receives a written cancellation notification from DEPOSITOR in such time as to afford BANK a reasonable opportunity to act on it. DEPOSITOR may stop payment of any entry by notifying BANK at least three (3) business days before the entry is charged to DEPOSITOR'S account. DEPOSITOR may have the amount of any erroneous entry immediately credited to DEPOSITOR'S account by notifying BANK within fifteen (15) calendar days after BANK issues DEPOSITOR'S account statement containing the erroneous entry or forty-five (45) days after posting, whichever occurs first. These rights are in addition to any rights DEPOSITOR may have under federal and state banking or consumer protection laws.~~

~~Name of DEPOSITOR:~~ _____

~~Signature:~~ _____

~~By:~~ _____ ~~Date:~~ _____

~~Title:~~ _____

~~A voided check must be attached to this form~~

~~EXHIBIT 4. SITE SELECTION ADDENDUM~~

~~TO THE RONI'S MAC BAR FRANCHISE AGREEMENT~~

~~Concurrently herewith, Roni's Mac Bar Franchising, LLC (**Franchisor**) and _____ (**Franchisee**) have entered into a(n) Roni's Mac Bar Franchised Business Franchise Agreement (the **Franchise Agreement**) and desire to supplement its terms, as set out in this Site Selection Addendum (the **Addendum**). The parties hereto, therefore, agree as follows:~~

~~**1.** Within 6 months after the execution of the Franchise Agreement (the **Site Selection Period**), Franchisee shall acquire or lease, at Franchisee's expense, a location for the Roni's Mac Bar Franchised Business franchised under the Franchise Agreement (the **Franchised Business**) at a site approved by Franchisor as hereinafter provided. Such location shall be within the following area: _____ (the **Site Selection Territory**). The Site Selection Territory is described solely for the purpose of selecting a site for the Franchised Business.~~

~~**2.** Franchisor shall not establish nor license another to establish; a Roni's Mac Bar Franchised Business within the Site Selection Territory until Franchisor approves of a location for the Franchised Business or until the expiration of the Site Selection Period, whichever event occurs first.~~

~~**3.** Failure by Franchisee to acquire or lease a site for the Franchised Business within the Site Selection Period shall constitute a default of the Franchise Agreement and this Site Selection Addendum.~~

~~**4.** If Franchisee occupies the Site of the Franchised Business under a lease or sublease, Franchisee shall, prior to the execution thereof, submit such lease to Franchisor for its written approval. Franchisor's approval of the lease or sublease may be conditioned upon the inclusion of such provisions as Franchisor may reasonably require, including, without limitation:~~

~~**(a)** A provision that restricts the use of the Site solely to the operation of the Franchised Business;~~

~~**(b)** The lessor will consent to Franchisee's use of such Marks and signage as Franchisor may prescribe for the Franchised Business;~~

~~**(c)** A provision that in the event Franchisee fails to timely pay any and all amounts due to Franchisor or lessor under the lease or sublease, Franchisor has the right to charge and collect from Franchisee, all resulting costs and expenses incurred by and penalties imposed on, Franchisor;~~

~~**(d)** A provision that prohibits Franchisee from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Franchisor's prior written consent;~~

~~**(e)** A provision giving Franchisor the right, but not the obligation, to enter the Site or make modifications necessary to protect the Marks or the System or to cure any default under the Franchise Agreement;~~

~~**(f)** A provision reserving to Franchisor the right, at Franchisor's election, to receive an assignment of the leasehold interest, with the right to sublease, upon termination or expiration of such lease or of the Franchise Agreement without any assessment of additional fees, penalties, or rent acceleration;~~

~~**(g)** A provision that the lessor will provide to Franchisor copies of any and all notices (including those related to default by Franchisee) given to Franchisee under the lease; and~~

~~**(h)** A provision that restricts the lease from being modified in a manner that could materially affect Franchisor's rights with respect to the lease without Franchisor's prior written consent.~~

~~**5.** Within sixty (60) days after the execution of the Franchise Agreement, Franchisee shall submit to Franchisor, in a form specified by Franchisor, a completed site approval package, which shall include a site approval form prescribed by Franchisor, an option contract, a letter of intent, or other evidence satisfactory to Franchisor which describes Franchisee's favorable prospects for obtaining such site, photographs of the site, demographic statistics, and such other information or materials as Franchisor may reasonably require (collectively, the **SAP**). Franchisee acknowledges that time is of the essence. Franchisor shall have thirty (30) days after receipt of the SAP from Franchisee to approve or disapprove, in its sole discretion, the proposed site for the Franchised Business. In the event Franchisor does not approve a proposed site by written notice to Franchisee within said thirty (30) days, such site shall be deemed disapproved by Franchisor.~~

~~**6.** Franchisor shall furnish to Franchisee the following:~~

~~(a) For your Site, we provide building specifications for your real property space, we review your design plans, and you must retain a licensed architect;~~

~~**(b)** Such on-site evaluation as Franchisor may deem advisable in response to Franchisee's requests for site approval; provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to the receipt of a completed SAP for such site prepared by Franchisee pursuant to this Addendum above. If the on-site evaluation is deemed necessary and appropriate by Franchisor, Franchisor shall, at no charge to Franchisee, conduct: (a) up to two (2) on-site evaluations if the Franchised Business is the first Roni's Mac Bar Franchised Business to be developed by Franchisee, or (b) one (1) on-site evaluation if Franchisee has opened a Roni's Mac Bar Franchised Business prior to the Franchised Business. For any additional on-site evaluation, Franchisee shall reimburse the Franchisor for Franchisor's reasonable expenses, including, without limitation, the costs of travel, lodging, wages, and meals.~~

~~**(c)** After the location for the Franchised Business is approved by Franchisor and leased or acquired by Franchisee hereof, the location shall constitute the Site described in the Franchise Agreement. Franchisee hereby acknowledges and agrees that approval by Franchisor of a site does not constitute a representation, or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Approval by Franchisor of the site indicates only that Franchisor believes the site complies with minimum acceptable criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that the application of criteria that have been effective with respect to other sites and Sites may not be predictive of the potential for all sites and that, subsequent to approval by Franchisor of a site, demographics and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria used by Franchisor could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond the control of Franchisor. Franchisor shall not be responsible for the failure of a site approved by Franchisor to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Franchised Business at the site is based on its own independent investigation of the suitability of the site.~~

~~**7.** This Addendum shall be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlled with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and affirmed.~~

~~**8.** IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Site Selection Addendum on the dates set forth below.~~

~~Signature:~~_____ **~~Signature:~~**_____

~~Name:~~_____ **~~Name:~~**_____

~~Title:~~_____ **~~Title:~~**_____

~~Date:~~_____ **~~Date:~~**_____

_____ _____

~~Signature~~ ***~~Signature~~***

_____ _____

~~Print Name~~ **~~Print Name~~**

~~Date:~~_____ **~~Date:~~**_____

~~EXHIBIT 5.~~ ~~RIDER TO FRANCHISE PREMISES~~ **LEASE** ~~AGREEMENT~~
~~TO THE RONI'S MAC BAR FRANCHISE AGREEMENT~~

FOR VALUE RECEIVED, the undersigned _____ ("Assignor") hereby assigns and transfers to Roni's Mac Bar Franchising, LLC, a Texas limited liability company, with ~~a~~its principal place of business ~~located~~ at 720 Franklin Avenue, Waco, Texas 76701 ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which shall be attached hereto (the "Lease") respecting premises commonly known as _____ ~~.~~. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

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

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

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

_____ ASSIGNOR:

DATED: _____ By: _____

_____ _____

, _

(Print Name, Title)

DATED: _____ _____ _____

~~(Print Name)~~

DATED: _____ _____ _____

~~(Print Name)~~

CONSENT AND AGREEMENT OF LANDLORD

to that Conditional Assignment of Lease from _____ (Assignor) to ~~Roni's~~Roni's Mac Bar Franchising, LLC (Assignee) dated _____ _____ for the property known as _____.

The undersigned Landlord under the aforedescribed Lease further hereby:

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

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

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

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

(e) Permits Assignee to enter upon the Premises without being guilty of trespass or any other crime or tort to de-identify the Premises as a Roni's Mac Bar outlet if Tenant fails to do so following termination of the Franchise Agreement or Lease, provided that Assignee shall repair any damage caused thereby.

DATED: _____ LANDLORD:

_____

_____

ATTACHMENT 5

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE ENITY

Name	Percentage of Ownership

ATTACHMENT 6

GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on _____, (the "Effective Date") to Roni's Mac Bar Franchising, LLC, a Texas limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with _____, a(n) _____, _____ and _____ (collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers, and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____
Signature
Name: _____
Address: _____
_____
_____

ATTACHMENT 7

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Roni's Mac Bar Franchising, LLC, a Texas limited liability company (the "Franchisor"), and _____ a(n) _____, with its principal place of business located at _____ and _____'s principal(s) _____, an individual residing at _____ and _____, an individual residing at _____ ("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Roni's Mac Bar business ("Franchise Agreement") which will allow Franchisee, among other things, to conduct internet-based advertising, maintain social media accounts, software accounts, and use telephone listings linked to the Roni's Mac Bar brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. Internet Advertising and Telephone Accounts

2.1 Interest in Websites, Social Media, and Software Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, software accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media and software companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Electronic Advertising and Telephone Listings: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Telephone Listings, Franchisee will immediately direct the Internet Companies to terminate such Electronic Advertising and Telephone Listings or will take such other actions with respect to the Electronic Advertising and Telephone Listings as Franchisor directs; and

2.3.1 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Telephone Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising and Telephone Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the application of Texas conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

RONI'S MAC BAR FRANCHISING, LLC

By: _____

_____, _____

(Print Name, Title)

FRANCHISEE (Entity):

_____

By: _____

_____, _____

(Print Name, Title)

FRANCHISEE (Principal):

_____

_____

(Print Name)

FRANCHISEE (Principal):

_____

_____

(Print Name)

ATTACHMENT 8

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this day of _____, by _____, a(n) _____ ("Franchisee"), a franchisee of Roni's Mac Bar Franchising, LLC, a Texas limited liability company ("Franchisor"), and _____, an individual ("Covenantor").

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain of Franchisor's trademarks and copyrights, including but not limited to, the Roni's Mac Bar trademarks and logo, website, documents, recipes, advertisements, photographs, social media content, promotional materials and operations manual (collectively referred to as the "Intellectual Property") for the establishment and operation of a Roni's Mac Bar franchised business;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Intellectual Property and other confidential information, knowledge, know-how, techniques, training, and other materials used in or related to the Roni's Mac Bar brand and/or concerning the methods of operation of a Roni's Mac Bar franchised business (collectively referred to as "Confidential Information");

WHEREAS, the Intellectual Property and Confidential Information provide economic advantages to Franchisor and licensed users of Franchisor, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Intellectual Property and Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Intellectual Property and Confidential Information and further protecting the Roni's Mac Bar brand against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Intellectual Property and Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use the Intellectual Property and such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Roni's Mac Bar franchised business under the Franchise Agreement and in accordance with the requirements thereof.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Intellectual Property or Confidential Information, and shall not reproduce, in whole or in part, any of the Intellectual Property or Confidential Information, without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of Franchisee's Roni's Mac Bar franchised business.

d. Covenantor shall surrender any material containing some or all of the Intellectual Property or Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Roni's Mac Bar brand.

f. Upon termination of employment or association with Franchisee, Covenantor shall immediately lose all rights to access and/or use the Intellectual Property and Confidential Information for any purpose whatsoever.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the Roni's Mac Bar brand, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of Franchisee's Roni's Mac Bar franchised business or of other franchisees in the Roni's Mac Bar system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in a restaurant, diner, or café that either derives more than twenty percent (20%) of its gross receipts from the sale of specialty macaroni and cheese dishes; grilled cheese sandwiches, and/or other lunch and dinner items or ("Competitive Business") other than Franchisee's Roni's Mac Bar franchised business.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the Roni's Mac Bar system, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of Franchisee's Roni's Mac Bar franchised business or of other franchisees in the Roni's Mac Bar system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational, or supervisory capacity in any Competitive Business within ten (10) miles of Franchisee's Territory or of any other Roni's Mac Bar outlet.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure by Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE FRANCHISEE'S RONI'S MAC BAR FRANCHISED BUSINESS IS LOCATED, WITHOUT REFERENCE TO SUCH STATE'S CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF SUCH STATE. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN SUCH STATE; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

_____

If directed to Covenantor:

_____

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

COVENANTOR:

_____

Name: _____

RONI'S
Mac Bar

EXHIBIT B

AREA DEVELOPMENT AGREEMENT

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

RONI'S MAC BAR FRANCHISING, LLC

TABLE OF CONTENTS

~~1. RECITATIONS ..... 3~~

~~2. GRANT OF DEVELOPMENT RIGHTS. ..... 3~~

~~3. TERM. ..... 4~~

~~4. DEVELOPMENT AND FRANCHISE FEES. ..... 4~~

~~5. EXERCISE OF DEVELOPMENT RIGHTS. ..... 4~~

~~6. TRANSFER ..... 6~~

~~7. DEFAULT AND TERMINATION. ..... 9~~

~~8. NON-DISCLOSURE AND NON-COMPETITION COVENANTS. ..... 11~~

~~9. INDEMNIFICATION.. ..... 13~~

~~10. DISPUTE RESOLUTION ..... 14~~

~~11. GENERAL ..... 16~~

1. RECITATIONS 3
2. GRANT OF DEVELOPMENT RIGHTS. 3
3. TERM. 4
4. DEVELOPMENT AND FRANCHISE FEES. 4
5. EXERCISE OF DEVELOPMENT RIGHTS. 4
6. TRANSFER 6
7. DEFAULT AND TERMINATION. 9
8. NON-DISCLOSURE AND NON-COMPETITION COVENANTS. 11
9. INDEMNIFICATION.. 13
10. DISPUTE RESOLUTION 14
11. GENERAL 16

ATTACHMENTS:

ATTACHMENT 1: DEVELOPMENT AREA

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (this "Agreement") is being entered into this day of _____, (the "Effective Date") by and between Roni's Mac Bar Franchising, LLC a Texas limited liability company with its principal place of business at 720 Franklin Avenue, Waco, Texas 76701 (herein "Franchisor) (herein "Franchisor") and _____, an individual residing at _____ and _____, an individual residing at _ _____ (herein "Developer").

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a distinctive fast-casual restaurant featuring build-your-own mac and cheese and other menu items using Franchisor's confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the Roni's Mac Bar service marks, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Pursuant to franchise agreements, Franchisor licenses to others the right to operate Roni's Mac Bar outlets, using the Marks and System, in strict conformity therewith, which may be changed, improved and further developed by Franchisor from time to time (each a "Franchise Agreement").

Developer understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating franchised businesses of the System in conformity with Franchisor's standards and specifications.

Developer desires to obtain the right to further develop and expand the System in accordance with the development schedule described in Section 5.2 hereof (the "Mandatory Development Schedule") within the development area described in Attachment 1 (the "Development Area"), under the System and Marks, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF DEVELOPMENT RIGHTS.

2.1 Grant. Franchisor hereby grants to Developer, and the Developer hereby accepts from the Franchisor, on the terms and conditions set forth in this Agreement, which includes, but is not limited to, the execution of a Franchise Agreement pursuant to Section 4.2 hereof, the right to develop, construct, open and operate one (1) Roni's Mac Bar outlet within the Development Area set forth in Attachment 1. Developer shall be granted rights to establish additional Roni's Mac Bar outlets in the Development Area, up to the total number of outlets set forth in the Mandatory Development Schedule set forth in Section 5.2 hereof, subject to Developer's full compliance with all conditions precedent to the grant of such rights outlined below, which rights shall be exercised in accordance with Sections 5.1 and 5.4 hereof.

2.2 Reservation of Rights. Notwithstanding the provisions of Section 2.1 above, Developer understands and agrees Franchisor fully reserves all other rights, other than as specified in this Agreement, for sales, solicitation and distribution of Roni's Mac Bar products and services within or outside of the Development Area. This reservation of Franchisor's rights includes, but is not limited to, Franchisor's right to the rights to (i) offer and sell other products or services not offered under the Marks; (ii) offer and sell other food service concepts under the Marks or other trademarks; (iii) offer and sell Roni's Mac Bar products or services at non-traditional or captive market venues, which includes distribution through kiosks, carts, counters, stores-within-a-store, grocery stores, convenience stores, amusement or theme parks, sports stadiums and arenas, enclosed shopping centers, military bases, airports, train stations, and gas stations; and (iv) engage in solicitation and sales of Roni's Mac Bar products or services through the Internet, catalog sales, telemarketing and direct marketing.

2.3 No License to System and Marks. Developer expressly acknowledges that this Agreement is not a Franchise Agreement and does not grant to Developer any right or license to operate a Roni's Mac Bar outlet, distribute any product or service, or use the Marks. This Agreement sets forth conditions which, if fully satisfied, confer upon Developer the rights to enter a Franchise Agreement with Franchisor to establish one or more Roni's Mac Bar outlets in the Development Area only. Developer's rights to open and operate a Roni's Mac Bar outlet and use the System and Marks shall be derived only through the execution of a Franchise Agreement for each Roni's Mac Bar outlet to be established in the Development Area.

3. TERM. Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Franchisor under this Agreement shall expire on the date on which Developer successfully and in a timely manner has complied with all of Developer's obligations hereunder and has completed the development obligations in accordance with the Development Schedule.

4. DEVELOPMENT AND FRANCHISE FEES.

4.1 Area Development Fee. In consideration of the rights granted under this Agreement, Developer shall pay Franchisor a development fee equal to Thirty-Eight Thousand Dollars ($38,000.00) for three (3) Roni's Mac Bar outlets, plus an additional Six Thousand and Five Hundred Dollars ($6,500.00) for each additional Roni's Mac Bar outlet (if applicable) Developer agrees to develop as set forth on the Mandatory Development Schedule (the "Development Fee"). The Development Fee is fully earned at the time this Area Development Agreement is signed and is not refundable under any circumstances. Developer shall pay the full amount of the Development Fee to Franchisor upon Developer's execution of this Agreement.

___4.2 Application of Development Fee. Contemporaneous with the execution of this Agreement, Developer shall execute the initial Franchise Agreement for the first Roni's Mac Bar outlet to be established pursuant to the Mandatory Development Schedule. Developer shall receive a Twenty-Five Thousand Dollar ($25,000.00) credit from the Development Fee, which shall be payment in full of the Initial Franchise Fee due under the initial Franchise Agreement. Upon the execution of the second and third Franchise Agreement, Developer shall receive a Six Thousand Five Hundred Dollar ($6,500.00) credit from the Development Fee for each of the second and third Franchise Agreements, which shall be applied as partial payment toward the Initial Franchise Fee of Sixteen Thousand Dollars ($16,000.00) then due pursuant to each of the second and third Franchise Agreements. Contemporaneous with the execution of each of the second and third Franchise Agreements, Developer shall promptly pay the balance of the Initial Franchise Fee due thereunder. Upon the execution of each additional Franchise Agreement pursuant to the Mandatory Development Schedule, Developer shall receive a Six Thousand Five Hundred Dollar ($6,500.00) credit from the Development Fee for each additional Franchise Agreement, which shall be applied as partial payment toward the Initial Franchise Fee of Sixteen Thousand Dollars ($16,000.00) then due pursuant to each additional Franchise Agreement. Contemporaneous with the execution of each additional Franchise Agreement, Developer shall promptly pay the balance of the Initial Franchise Fee due thereunder. Upon Franchisor's approval, Developer may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership, for the sole purpose of entering into a Franchise Agreement and operating the Roni's Mac Bar outlet pursuant thereto, provided that Developer shall also personally sign such Franchise Agreement as a principal.

5. EXERCISE OF DEVELOPMENT RIGHTS.

_____5.1 Valid Exercise. Developer shall exercise the development rights granted hereunder only by entering into a separate Franchise Agreement with Franchisor for each Roni's Mac Bar outlet for which a development right is granted. Developer shall execute and deliver to Franchisor, concurrently with the execution and delivery of this Agreement, Franchisor's current form of Franchise Agreement for

the first Roni's Mac Bar outlet to be established by Developer pursuant to the Mandatory Development Schedule. For each subsequent Roni's Mac Bar outlet to be established hereunder, Developer shall execute and deliver to Franchisor Franchisor's then-current form of Franchise Agreement, which shall be presented to Developer together with Franchisor's then-current Franchise Disclosure Document. The then-current form of Franchise Agreement may differ from the current form of Franchise Agreement; provided however, the initial franchise fee for each additional outlet shall be the applicable amount set forth in in Section 4.2 hereof. Further, Developer acknowledges and agrees that Developer shall not receive any initial training related to each additional Roni's Mac Bar outlet. Developer hereby waives all obligations by Franchisor to provide any training to Developer contained in each Franchise Agreement, other than the initial Franchise Agreement executed concurrently with this Agreement, by and between Franchisor and Developer. Developer hereby acknowledges and agrees that the training Developer receives pursuant to the initial Franchise Agreement executed concurrently with this Agreement is sufficient to allow Developer to construct, equip, open and operate each of Developer's Roni's Mac Bar outlets in the Development Area.

_____5.2 Mandatory Development Schedule. Subsequent to Developer's signing of this Agreement and the initial Franchise Agreement, and provided that all conditions in Section 5.4 hereof are satisfied or waived, upon the execution of a lease for Developer's first Roni's Mac Bar outlet, Developer shall execute an additional Franchise Agreement for the development of the second Roni's Mac Bar outlet to be opened under the Mandatory Development Schedule. Provided that all conditions in Section 5.4 hereof are satisfied or waived, upon the execution of a lease for each subsequent Roni's Mac Bar outlet to be developed by Developer, Developer shall execute an additional Franchise Agreement for the development of the next Roni's Mac Bar outlet to be opened under the Mandatory Development Schedule. Notwithstanding the foregoing, Developer shall open the Roni's Mac Bar outlets in accordance with the following schedule:

Outlet for Development	Mandatory Open Date
1	12 months following the Effective Date
2	24 months following the Effective Date
3	36 months following the Effective Date
4 (if applicable)	48 months following the Effective Date
5 (if applicable)	60 months following the Effective Date

Developer acknowledges and agrees that the terms of the Mandatory Development Schedule are reasonable and viable based upon Developer's independent investigation and analysis. Failure by Developer to adhere to the Mandatory Development Schedule (including any extensions thereof approved by Franchisor in writing pursuant to Section 5.3 below) shall constitute a material event of default under this Agreement.

_____5.3 Extension of Mandatory Development Schedule. If Developer is unable to meet the Mandatory Development Schedule for any outlet, Developer may seek a reasonable extension from Franchisor. Any request for an extension must be in writing and submitted to Franchisor at least sixty (60) days prior to the Mandatory Open Date for such outlet. Franchisor shall not unreasonably withhold consent for such reasonable extension provided that Developer has (i) submitted its extension request in a timely manner; (ii) demonstrated diligent efforts to meet the original Mandatory Open

Date; and (iii) has at all times acted in good faith and is otherwise fulfilling its obligations under this Agreement.

5.4 Conditions to Exercise Developer's Rights. All of the following conditions must be satisfied or waived, in Franchisor's sole discretion, before Franchisor grants Developer the right to develop an additional Roni's Mac Bar outlet in accordance with Section 4.2 hereof and pursuant to a Franchise Agreement:

5.4.1 Developer shall (i) request Franchisor's then-current Franchise Disclosure Document, (ii) submit to Franchisor all information and other documents requested by Franchisor prior to and as a basis for the issuance of Franchise Agreements in the System, (iii) submit to Franchisor all financial statements reasonably requested by Franchisor, and (iv) satisfy Franchisor's then-current financial criteria.

5.4.2 Developer shall be in full compliance with this Agreement, the Mandatory Development Schedule, and all Franchise Agreements with Franchisor and any other agreement with Franchisor or Franchisor's affiliates;

5.4.3 Developer has demonstrated the management skills necessary for competent operation, organization, customer service and record keeping of an additional Roni's Mac Bar outlet as determined by Franchisor, in Franchisor's sole discretion.

5.5 Termination for Failure of Condition. Notwithstanding anything to the contrary contained herein, in the event that Franchisor determines, in Franchisor's sole and absolute discretion, that any condition set forth in Section 5.4 hereof cannot be satisfied, Franchisor may terminate this Agreement upon written notice to Developer. Termination of this Agreement in accordance with this Section 5.5 shall have no effect on the validity of any other agreement between Franchisor and Developer, provided that Developer is in full compliance therewith.

6. TRANSFER

6.1. Transfers by Franchisor.

6.1.1. Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Developer's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Developer expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or

identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

6.1.2. Developer agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Developer acknowledges may be within the Development Area, proximate thereto, or proximate to any of Developer's Roni's Mac Bar outlets).

6.1.3. If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor or any of its affiliates to remain in any line of business or to offer or sell any products or services to Developer.

6.2 Restrictions on Transfers by Developer. Developer's rights and duties under this Agreement are personal to Developer, and Franchisor has made this Agreement with Developer in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Developer. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

6.3 Transfers by Developer. Developer shall not directly or indirectly sell, assign, transfer, give, devise, convey, pledge, mortgage or encumber this Agreement or any right granted or interest herein or hereunder (a "Transfer") or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless Developer first obtains the written consent of Franchisor, which Franchisor may or may not grant in Franchisor's sole discretion, and subject to the following:

6.3.1 The proposed transferee must be an individual of good moral character and otherwise meet Franchisor's then-applicable standards for multi-unit franchisees.

6.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate multiple Roni's Mac Bar outlets and to comply with this Agreement;

6.3.3 The transferee has agreed to complete Franchisor's Initial Training Program to Franchisor's satisfaction;

6.3.4 Developer has paid all amounts owed to (i) Franchisor pursuant to this Agreement and all Franchise Agreements and other agreements between Franchisor and/or Franchisor's affiliates and Developer and (ii) third-party creditors;

6.3.5 The transferee has executed Franchisor's then-standard form of Area Development Agreement, which may have terms and conditions different from this Agreement, for a term no less than the unexpired term of future development obligations due pursuant to the Mandatory Development Schedule of this Agreement;

6.3.6 Developer and the transferee shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Developer agrees to subordinate any claims Developer may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

6.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the transferee's development obligations. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Developer's development rights on such terms and conditions. Developer shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer; and

6.3.8 If Developer, through Developer or any entity, finances any part of the sale price of the Transfer, Developer agrees that all obligations of the transferee under any notes, agreements or security interests to Developer or Developer's entity will be subordinate to the transferee's obligations to Franchisor.

_____6.4 Transfer Fee. As a condition to any Transfer, Developer shall pay Franchisor a transfer fee equal to Ten Thousand Dollars ($10,000.00).

6.5 Franchisor 's Right of First Refusal.

6.5.1 If Developer wishes to transfer all or part of his or her interest in this Agreement pursuant to any bona fide offer received from a third party to purchase such interest, then Developer shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

6.5.2 Franchisor has the right, exercisable by written notice to Developer within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement for the price and on the terms and conditions contained in the offer.

6.5.3 Developer further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the third-party offer, that (i)

Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (iv) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from Developer all customary representations and warranties given by a seller of franchise development rights.

6.5.4 If Franchisor does not exercise its right to buy within thirty (30) days, Developer may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor 's prior written approval pursuant to Section 6.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

6.6 Death or Permanent Disability. The grant of rights under this Agreement is personal to Developer, and on the death or permanent disability of Developer, the executor, administrator, conservator or other personal representative of Developer shall transfer Developer's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 6.6, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 6 and unless transferred by gift, devise or inheritance, subject to the terms of Section 6.5 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Developer from supervising the development and operation of Developer's Roni's Mac Bar outlets continuously for six (6) months from its onset.

7. DEFAULT AND TERMINATION.

7.1 Default and Automatic Termination. Developer shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Developer, if Developer shall become insolvent or makes a general assignment for the benefit of creditors; or if Developer files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing his or her inability to pay debts when due; or if Developer is adjudicated a bankrupt or insolvent in proceedings filed against Developer under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer's business or property; or if suit to foreclose any lien or mortgage against any of Developer's Roni's Mac Bar outlet premises or equipment is instituted against Developer and not dismissed within thirty (30) days.

_____7.2 Defaults With No Opportunity to Cure. Developer shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default, effective immediately upon notice to Developer, if Developer:

7.2.1 has misrepresented or omitted material facts in applying for the development rights granted hereunder;

_____7.2.2 falsifies any report required to be furnished Franchisor hereunder;

7.2.3 fails to comply with any federal, state or local law, rule or regulation, applicable to the development and operations of Developer's Roni's Mac Bar outlets;

7.2.4 fails to develop the Roni's Mac Bar outlets in accordance with the Mandatory Development Schedule.

7.2.5 attempts a Transfer in violation of the provisions of Article 6 of this Agreement;

7.2.6 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything that may harm the reputation of the System or the goodwill associated with the Marks;

7.2.7 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

7.2.8 fails to comply with the non-disclosure and non-competition covenants in Article 8 hereof;

7.2.9 defaults, or an affiliate of Developer defaults, under any other agreement, including any Franchise Agreement, with Franchisor or any of its affiliates or suppliers and does not cure such default within the time period provided in such other agreement; or

7.2.10 terminates this Agreement without cause.

7.3 Curable Defaults. Developer shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Developer fails to cure the default within the time period set forth in this Section 7.3, effective immediately upon notice to Developer, if Developer:

7.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late

payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Section 7.2;

7.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 7.1 and 7.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Developer proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 7.2.

7.4. Post-Termination Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Developer shall immediately terminate and Developer shall (i) immediately cease all development operations pursuant to this Agreement; and (ii) comply with the non-disclosure and non-competition covenants contained in Article 8.

8. NON-DISCLOSURE AND NON-COMPETITION COVENANTS.

8.1 Confidential Information. Developer acknowledges and accepts that during the term of this Agreement, Developer will have access to Franchisor's trade secrets, including, but not limited to, recipes, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, services, equipment, technologies and procedures relating to the operation of Roni's Mac Bar franchises; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Developer shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for Developer's own benefit, any Confidential Information that may be communicated to Developer or of which Developer may be apprised in connection with the development of Roni's Mac Bar outlets under the terms of this Agreement. Developer shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person, without Franchisor's prior written consent. The covenant in this Section 8.1 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Developer.

_____8.2 Protection of Information. Developer shall take all steps necessary, at Developer's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Developer finds that any Confidential Information has been divulged in violation of this Agreement.

_____8.3 Noncompetition Covenants. Developer acknowledges that, pursuant to this Agreement and the Franchise Agreement(s), Developer will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Developer. Developer acknowledges that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to him or her in the development and operation of Roni's Mac Bar outlets, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Developer is entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Developer covenants that, except as otherwise approved in writing by Franchisor:

8.3.1 During the term of this Agreement, Developer shall not, either directly or indirectly, for himself or herself or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Developer's Roni's Mac Bar outlets or of other developers or franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any capacity in any restaurant, shop or food truck or other business that derives its revenues from the sale of mac and cheese or any other product offered by any outlets in the Roni's Mac Bar System ("Competitive Business"); or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor, Franchisor's affiliate-owned outlets, or any Roni's Mac Bar developers or franchisees.

8.3.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Developer shall not, either directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of Developer's Roni's Mac Bar outlets or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any Competitive Business within twenty-five (25) miles of the Development Area or of any Roni's Mac Bar location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor, Franchisor's affiliate-owned outlets, or any Roni's Mac Bar developers or franchisees.

8.4 Reasonableness of Restrictions. Developer acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Developer since Developer has other considerable skills, experience and education which afford Developer the opportunity to derive income from other endeavors.

8.5 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 8 or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees to forthwith comply with any covenant as so modified.

8.6—— Injunctive Relief. Developer acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Developer hereby consents to the entry of an injunction prohibiting any conduct by Developer in violation of the terms of the covenants not to compete set forth in this Agreement.

8.7 No Defense. Developer expressly agrees that the existence of any claims he or she may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS RONI'S MAC BAR FRANCHISING, LLC, AND ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE "RONI'S MAC BAR INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE DEVELOPMENT, OPERATION, CONDITION, OR ANY PART OF ANY OF DEVELOPER'S RONI'S MAC BAR OUTLETS TO BE DEVELOPED HEREUNDER, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATED TO DEVELOPER'S CONTRACTS, EMPLOYEES OR AGENTS OR CONSTRUCTION, ADVERTISING OR OTHER BUSINESS PRACTICES. DEVELOPER AGREES TO PAY FOR ALL THE RONI'S MAC BAR INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY DEVELOPER HEREUNDER. THE RONI'S MAC BAR INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE RONI'S MAC BAR INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. DEVELOPER AGREES THAT TO HOLD THE RONI'S MAC BAR INDEMNITEES HARMLESS, DEVELOPER WILL REIMBURSE THE RONI'S MAC BAR INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE RONI'S MAC BAR INDEMNITEES.

_____ _____
Initial

10. DISPUTE RESOLUTION

10.1 Internal Dispute Resolution. Developer shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 11.6 below. Developer must exhaust this internal dispute resolution procedure before Developer may bring Developer's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

10.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 10.1 hereof shall be submitted to non-binding mediation. Developer shall provide Franchisor with written notice of Developer's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Developer's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

_____10.3– Arbitration.

10.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 10.4, any dispute between Franchisor and Developer arising out of or relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 10.1 or 10.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

10.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. All hearings and other proceedings will take place in McLennan, Texas or, if Franchisor so elects, at the offices of the American Arbitration Association or in the county where the principal place of business of Developer is then located.

10.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final

and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Developer, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

10.3.4 The provisions of this Section 10.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

10.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone or rescind the effectiveness of any termination of this Agreement.

10.3.6 Except as expressly required by law, Franchisor and Developer shall keep all aspects of any mediation and/or arbitration proceeding in confidence and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

10.4 Exceptions. Notwithstanding the requirements of Sections 10.2 or 10.3, the following claims shall not be subject to mediation or arbitration:

10.4.1 Franchisor's claims for injunctive or other extraordinary relief;

10.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

10.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks; and

10.4.4 enforcement of Developer's post-termination obligations, including but not limited to, Developer's non-competition covenants.

10.5— Governing Law and Venue. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Texas. Developer, except where specifically prohibited by law, hereby irrevocably submit himself and/or herself to the sole and exclusive jurisdiction of the state and federal courts in McLennan, Texas. Developer hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.

_____10.6– Mutual benefit. Developer and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 10.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Developer and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law

and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

_____10.7– Waiver of Jury Trial and Certain Damages. Developer hereby waives, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Developer agrees that in the event of a dispute, Developer shall be limited to the recovery of any actual damages sustained.

_____10.8— Limitations of Claims. Any and all claims asserted by Developer arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Developer knew or should have known of the facts giving rise to such claims.

_____10.9— Attorneys' Fees. In the event of any action in law or equity by and between Franchisor and Developer concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

_____10.10 ——Survival. The provisions of this Article 10 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Developer of his/her respective interests in this Agreement.

11. GENERAL

_____11.1 ·

Independent Licensee. Developer is and shall be an independent licensee under this Agreement, and no partnership shall exist between Developer and Franchisor. This Agreement does not constitute Developer as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Developer is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Developer agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other developers or franchisees of Franchisor. Pursuant to the above, Developer agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs or judgments against Franchisor arising out of the relationship hereby established which specifically, but not exclusively, includes costs, losses, expenses, attorneys fees relative to assignment or the transfer of right to develop and transactional costs relative thereto, defaults under any leases, subleases, notes, receipt of revenues or any other relationships arising directly or indirectly out of the development and operation of the Roni's Mac Bar outlets.

_____11.2 —Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Developer and his or her respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Developer in this Agreement, except in accordance with Article 6 hereof.

11.3 —Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

11.4 —Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Developer shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Developer, if more than one person is so named.

11.5 —Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

11.6 —Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as first above written, or at such other address or addresses as the parties may from time to time designate in writing.

_____11.7 ———Effect of Waivers-. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Developer shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind.

_____11.8——— Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article 7 shall not discharge or release Developer from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

_____11.9 ———Consent to Do Business Electronically. The parties to this Area Development Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Texas, the parties hereby affirm to each other that they agree with the terms of this Area Development Agreement and its Attachments, and by attaching their signature electronically to this Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to this Agreement can rely on an electronic signature as the respective party's signature.

_____11.10 ———Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

_____11.11 ———Survival. Any obligation of Developer that contemplates performance of such obligation after termination, expiration or transfer of this Agreement shall be deemed to survive such termination, expiration or transfer.

_____11.12 ———Entire Agreement. This Agreement is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Developer, provided that nothing in this Agreement is intended to disclaim the representations made to Developer in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

Signature Page Follows

The parties hereto have executed this Area Development Agreement in on the day and year first above written.

FRANCHISOR:

RONI'S MAC BAR FRANCHISING, LLC

By:_____

_____,_____
(Print Name, Title)

DEVELOPER:

_____

_____
(Print Name)

DEVELOPER:

_____

_____
(Print Name)

ATTACHMENT 1

DEVELOPMENT AREA

(insert map and/or define by zip codes):

~~PERSONAL GUARANTY~~

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~PERSONAL GUARANTY~~

~~IN CONSIDERATION for, and as an inducement for Roni's Mac Bar Franchising, LLC (**Franchisor**) to enter into a Roni's Mac Bar franchise agreement and any powers of attorney and other instruments dated concurrently herewith (collectively the **Franchise Documents**) between Franchisor and the business entity identified below (**Franchisee**), the undersigned (**Guarantors**) hereby jointly and severally guarantee to Franchisor, and to Franchisor's successors and assigns (a) the timely payment of all Royalty Fees, late fees, interest charges, and all other fees and charges provided for under the Franchise Agreement; and (b) the timely performance of all of the provisions of the Franchise Documents for and during the term thereof (including all renewals thereof, if any). Guarantors further specifically agree to be individually bound by all covenants, obligations, and commitments of Franchisee contained in each of the Franchise~~

~~Documents to the same extent as if each of the Guarantors had individually executed the same as Franchisee.~~

~~Guarantors understand and agree that any modification of the Franchise Documents, including any addendum thereto, or waiver by Franchisor of the performance by Franchisee of its obligations thereunder, or the giving by Franchisor of any extension of time for the performance of any of the obligations of Franchisee thereunder, or any other forbearance on the part of Franchisor or any failure by Franchisor to enforce any of its rights under the Franchise Documents, including any addendum thereto, shall not in any way release Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of Franchisee is so released, terminated, affected or diminished. Notice to Guarantors of any such modification, waiver, extension, or forbearance under the terms thereof is hereby waived.~~

~~Guarantors hereby waive any and all notice of default on the part of Franchisee; waive exhausting of recourse against Franchisee; and consent to any assignment of the Franchise Documents, in whole or in part, that Franchisor or its assignees may make. Guarantors agree to pay all costs, including reasonable attorneys' fees, incurred by Franchisor to collect or otherwise enforce the terms of this Guaranty. This Guaranty has been delivered in the State of Texas and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue in any action to enforce this Guaranty shall be in any state or federal court within the State of Texas in the judicial district where Franchisor has its principal place of business. Guarantors consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue.~~

~~GUARANTOR: _____~~
~~_____, Individually~~

~~GUARANTOR: _____~~
~~_____, Individually~~

~~FRANCHISEE:~~

EXHIBIT C

~~*Signature*~~ _____

~~Name:~~ _____

~~Title:~~ _____

~~Date:~~ _____

~~RESTRICTIVE COVENANT AGREEMENT~~

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~RESTRICTIVE COVENANT AGREEMENT~~

~~THIS AGREEMENT, by and between, _____ (**Franchisee**), a [corporation] [partnership] [limited liability company] organized under the laws of the State of _____, and _____ (**Covenantor**), an individual resident of the State of _____,~~

~~WITNESSETH:~~

~~WHEREAS, pursuant to that certain Franchise Agreement dated _____ (the **Franchise Agreement**), Roni's Mac Bar Franchising, LLC (**Franchisor**) granted Franchisee a franchise to operate a Roni's Mac Bar Franchised Business (the **Franchise**), using Franchisor's unique franchise system and Franchisor's trade name and service mark Roni's Mac Bar and other proprietary marks; and~~

~~WHEREAS, Covenantor is the owner (or spouse of the owner) of the Franchisee.~~

~~WHEREAS, Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system, including, without limitation, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, and procedures for the efficient operation of a Roni's Mac Bar Franchised Business, all of which Covenantor acknowledges to be confidential and proprietary information; and~~

~~WHEREAS, in connection with the operation of the Franchise, Covenantor will have access to such confidential and proprietary information; and~~

~~WHEREAS, as a condition precedent to granting the Franchise to Franchisee, all shareholders, officers, partners, or members of Franchisee must execute the covenants contained herein;~~

~~NOW, THEREFORE, as additional consideration and inducement for granting the Franchise to Franchisee, Covenantor hereby agrees and covenants to Franchisee as follows:~~

~~**1. Confidentiality.** Covenantor acknowledges the proprietary and confidential nature of Franchisor's Operating Manual, which Franchisee has received on loan from Franchisor, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, client or referral lists, procedures for the efficient operation of a Roni's Mac Bar Franchised Business, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Franchisee's Franchise, in particular, that may not be commonly known to the public or to Franchisor's or Franchisee's competitors and that Franchisor or Franchisee has identified or may identify as proprietary and confidential information (**Trade Secrets**). Covenantor shall use such Trade Secrets solely for Franchisee's benefit and shall not, during the term of the Franchise Agreement or at any time thereafter, communicate, divulge, or use any Trade Secrets to or for the benefit of any other person, entity, or organization.~~

~~**2. Proprietary Marks**. Covenantor acknowledges Franchisor's right, title, and interest in and to the service mark Roni's Mac Bar, Roni's Mac Bar Systems, Franchisor's stylized design, and certain other proprietary service marks, logos, symbols, and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Franchisee, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's franchise system (the Marks). Covenantor further acknowledges that any use of the Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Covenantor expressly covenants that he/she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof during the term of the Franchise Agreement or after the expiration or termination thereof pledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Franchisee, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Franchisee in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of this Agreement. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Franchisee.~~

~~**3. Non-competition**. Covenantor covenants that, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly, for him/herself or through, on behalf of, or in conjunction with any person, entity or organization, own, maintain, operate, engage in, or have any interest in, any business offering mac and cheese or any other products or services that have been offered by the Franchised Business, within twenty-five (25) miles of any Roni's Mac Bar Franchised Business. This restriction shall not apply to the beneficial ownership by Covenantor of less than five percent (5%) of the outstanding equity securities of any corporation whose securities are registered under the Securities and Exchange Act of 1934. In the event of the violation of this provision following expiration, termination, or assignment of the Franchise Agreement, the period of time Covenantor shall be required to abide by the breached obligation shall be extended to a period of two (2) years after Covenantor is no longer in breach of such obligation.~~

~~**4. Non-solicitation**. Covenantor covenants that he/she shall not, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing, either directly or indirectly, for him/herself or through, on behalf of, or in conjunction with, any person, entity or organization for a period of two (2) years, divert or attempt to divert any business or client of Franchisee's business, or of any other Franchisee of Franchisor, to any competitor or to Covenantor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that may be injurious or prejudicial to the goodwill associated with the Marks and Franchisor's franchise system. In the event of the violation of this provision following expiration, termination, or assignment of the Franchise~~

~~Agreement, the period of time Covenantor shall be required to abide by the breached obligation shall be extended to a period of two (2) years after Covenantor is no longer in breach of such obligation.~~

~~**5. Severability**. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant contained herein is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision, Covenantor expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Agreement.~~

~~**6. Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.~~

~~**7. Construction**. The parties agree that this Agreement shall be deemed to have been entered into and shall be governed by and construed in accordance with the laws of the State where the Franchise is located.~~

~~**8. Jurisdiction**. The parties agree that any action based upon this Agreement brought by any party hereto against any other party hereto may be brought within the State and judicial district where the Franchised Business is located, and the parties hereby consent to the exercise of personal jurisdiction by any such court and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.~~

~~**9. Legal Expenses**. In the event a dispute arises under this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney and accountant fees, in addition to any other relief to which it may be found entitled.~~

~~**10. Franchisor Third-Party Beneficiary**. Covenantor and Franchisee acknowledge and intend that the covenants contained in this Agreement shall directly benefit Franchisor and its affiliates, who shall be a third-party beneficiary thereof, entitled to enforce the provisions thereof in Franchisor's own name without Franchisee as a party in any action filed for such purpose, and shall further be entitled to all remedies provided in Section 2 hereof.~~

~~IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their duly authorized representative as of the dates set forth below.~~

~~_____ FRANCHISEE:~~

~~Date: _____ Signature: _____~~

~~_____ Name: _____~~

~~_____ Title: _____~~

~~Date: _____ _____~~

~~COVENANTOR~~

~~INTERNET ADVERTISING, SOCIAL MEDIA, AND TELEPHONE LISTING AGREEMENT~~

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE AND TELEPHONE LISTING~~

~~**THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT** (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Roni's Mac Bar Franchising, LLC, a Texas limited liability company (the "Franchisor"), and _____ a(n)_____, with its principal place of business located at _____ and _____'s principal(s) _____ _____, an individual residing at _____ and _____, an individual residing at _____ ("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to as, and each is, the "Franchisee".~~

~~**WHEREAS**, Franchisee desires to enter into a franchise agreement with Franchisor for a Roni's Mac Bar Franchised business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, software accounts, and use telephone listings linked to the Roni's Mac Bar brand.~~

~~**WHEREAS**, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;~~

~~**NOW, THEREFORE**, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:~~

~~1. **Definitions**~~

~~All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.~~

~~2. **Internet Advertising and Telephone Accounts**~~

~~2.1 Interest in Websites, Social Media, and Software Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, software accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.~~

~~2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.~~

~~2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:~~

~~2.3.1 direct all internet service providers, domain name registries, internet search engines, social media and software companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Electronic Advertising and Telephone Listings: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Telephone Listings, Franchisee will immediately direct the Internet Companies to terminate such Electronic Advertising and Telephone Listings or will take such other actions with respect to the Electronic Advertising and Telephone Listings as Franchisor directs; and~~

~~2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.~~

~~2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:~~

~~2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Telephone Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising and Telephone Listings;~~

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers.

~~Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.~~

~~3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.~~

~~3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.~~

~~3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.~~

~~3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.~~

~~3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the application of Texas conflict of law rules.~~

~~The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.~~

~~FRANCHISOR:~~
~~RONI'S MAC BAR FRANCHISING, LLC~~

~~By:~~ _____

_____, _____
~~(Print Name, Title)~~

~~FRANCHISEE (Entity):~~
_____

~~By:~~ _____

_____, _____
~~(Print Name, Title)~~

~~FRANCHISEE (Principal):~~

~~(Print Name)~~

~~FRANCHISEE (Principal):~~

~~(Print Name)~~

~~STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS~~

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360

State	State Agency	Agent for Service of Process
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733

State	State Agency	Agent for Service of Process
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT D

FRANCHISED OUTLETS

LIST OF FRANCHISEES

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~Franchised Outlets as of December 31, 2023:~~

~~NONE~~

~~Franchise Agreements Signed But Not Yet Operational as of December 31, 2023:~~

~~**Missouri**~~

Texas	
~~Keen Mac~~Ronis Aggieland LLC ~~618-335-1264~~ ~~store1003@ronismacbar.com~~ ~~Cape Girardeau, MO~~ ~~*November 5, 2023**~~711 University Drive #200 College Station, Texas 77840 store1002@ronismacbar.com 979-217-1139	Not A Phase LLC 4250 Clear Creek Road Fort Cavazos, Texas 76544 store1016@ronismacbar.com 254-218-3273
Not A Phase LLC 201 E Central Texas Expressway #1360 Harker Heights, Texas 76548 store1004@ronismacbar.com 254-218-3824	
Utah	
3 Mac Daddys LLC 42 E 1230 N Street Provo, Utah 84604 store1005@ronismacbar.com 801-609-8814	

~~**Utah**~~

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT ARE NOT YET OPEN

Alabama	
RONI'S-AUBURN, LLC Auburn, AL Signed 01/08/2024 334-744-0859 store1009@ronismacbar.com	
Arkansas	
SMATHIS LLC Little Rock, AK Signed 04/30/2024 318-331-7126 store1015@ronismacbar.com	
Iowa	
CENTER OF THE MAC, LLC Ankeny, IA Signed 08/12/2024 563-590-7113 store1017@ronismacbar.com	
Missouri	
KeenMac LLC Cape Girardeau, MO Signed 09/05/2023 618-335-1264 store1003@ronismacbar.com	
New Mexico	
JROSS FRANCHISE OPERATIONS LLC Las Cruces, NM Signed 09/16/2024 360-515-8441 store1018@ronismacbar.com	Salisbury Enterprises LLC 2108 Central Ave SE, Albuquerque, NM Signed 01/02/2024 575-693-2272 store1007@ronismacbar.com
North Carolina	
JOHNSON AND RIGGS RESTAURANTS LLC Raleigh, NC Signed 09/24/2024 252-544-2172 store1019@ronismacbar.com	
Pennsylvania	
MATTHEW GRACE Lancaster, PA	

Signed 12/29/2023 443-299-9043 store1008@ronismacbar.com	
Tennessee	
TWOFELLAS, LLC Clarksville, TN Signed 04/27/2024 1-800-829-4933 store1013@ronismacbar.com	
Texas	
~~3 Mac Daddies~~SJ3X LLC ~~(385) 262-3616~~ ~~store1005~~Lubbock, TX Signed 11/03/2023 785-213-9203 store1006@ronismacbar.com ~~Provo, UT~~ ~~*October 24, 2023**~~	WALLACE FOODS LLC Wylie, TX Signed 04/30/2024 972-904-1782 store1014@ronismacbar.com

~~**Texas**~~

~~Not A Phase LLC~~ ~~(254) 218-3824~~ ~~store1004@ronismacbar.com~~ ~~Harker Heights, TX~~ ~~*September 21, 2023**~~	~~Roni's Aggieland LLC~~ ~~(979) 450-7753~~ ~~store1002@ronismacbar.com~~ ~~College Station, TX~~ ~~*August 2, 2023**~~
~~SJ3X LLC~~ ~~785-213-9203~~ ~~store1006@ronismacbar.com~~ ~~Abilene, TX~~ ~~*November 3, 2023**~~	

~~* Date Franchise Agreement was signed~~

LIST OF FRANCHISEES THAT LEFT THE SYSTEM

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

There were no Franchisees who left the system during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT E

FINANCIAL STATEMENTS

~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES AND SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION REGARDING THE CONTENT OR FORM OF THESE FINANCIALS.~~

RONI's MAC BAR FRANCHISING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2024

RONI's MAC BAR FRANCHISING LLC
TABLE OF CONTENTS

Independent Auditor's Report	**Page 1-2**
Balance Sheet	**Page 3**
Statement of Operations and Shareholder's Equity	**Page 4**
Statement of Cash Flows	**Page 5**
Footnotes	**Page 6-7**

MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
Roni's Mac Bar Franchising LLC

Opinion

We have audited the financial statements of Roni's Mac Bar Franchising LLC. "The Company" which comprise the balance sheet as of December 31, 2024 and 2023, and the related statements of operations, and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Roni's Mac Bar Franchising LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Roni's Mac Bar Franchising LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Roni's Mac Bar Franchising LLC 's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

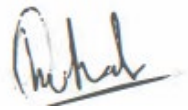
Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit 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 Roni's Mac Bar Franchising LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Roni's Mac Bar Franchising LLC 's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Muhammad Zubairy, CPA PC
Westbury, NY
March 18, 2025

RONIS's MAC BAR FRANCHISING LLC
BALANCE SHEET

ASSETS

	YEARS ENDED DECEMBER 31	
	2024	2023
Current Assets		
Cash	$ 3,144	$ 8
Due from related party	187,565	—
Total current assets	190,709	8
Total Assets	$ 190,709	$ 8

LIABILITITES AND MEMBERS' EQUITY

Current Liabilities		
Contract Liabilities	$ 139,520	$ 18,570
Deferred revenue - Security Deposits	89,700	—
Total current liabilities	229,220	18,570
Contract Liabilities, net of current	276,914	163,092
Members' Equity (Deficit)	(315,425)	(181,654)
Members' Equity (Deficit) & Liabilities	$ 190,709	$ 8

See notes to financial statements

RONIS's MAC BAR FRANCHISING LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

	YEARS ENDED DECEMBER 31	
	2024	2023
Revenues		
Franchise Fees	$ 48,078	$ 4,038
Royalties	33,701	—
Other Income	3,674	—
Total Revenues	85,453	4,038
Operating Expenses	149,871	38,588
Net (Loss)	(64,418)	(34,550)
Members' Equity (Deficit) - Beginning	(181,654)	—
Member's Contribution (Distributions)	(69,353)	(147,104)
Members' Equity (Deficit) - Ending	$ (315,425)	$ (181,654)

See notes to financial statements

RONIS's MAC BAR FRANCHISING LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2024	2023
Cash Flows from Operating Activities		
Net income	$ (64,418)	$ (34,550)
Adjustments to reconcile net income to cash provided by operating activities:		
Changes in assets and liabilities;		
Due from related party	(187,565)	—
Deferred revenue	89,700	—
Contract Liabilities	234,772	181,662
	72,489	147,112
Cash Flows from Financing Activities:		
Members' contribution (distributions)	(69,353)	(147,104)
Net Increase in Cash	3,136	8
Cash - Beginning of Year	8	—
Cash - End of Year	$ 3,144	$ 8

See notes to financial statements

1. THE COMPANY

Roni's Mac Bar Franchising LLC is a Texas limited liability company formed in May 2023 to offer franchisees the opportunity to establish and operate franchise business based on the comfort food restaurant established by Roni's Mac Bar.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate franchise business, for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at 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.

Taxes on Income- The Company has elected to be taxed as a limited lability company for federal and state income tax purposes. Income and expenses for the Company pass through directly to the members and is reported on their individual income tax returns.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commission paid for franchises will be amortized over the life of the franchise agreement.

4. CONTRACT LIABILITIES

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Partnership records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2024 and 2023, was $416,434 and $181,662, respectively.

5. RELATED PARTIES

The Company from time-to-time advances funds to related entities. As of December 31, 2024 and 2023, the balances due from related parties were $200,698 and $0 respectively.

6. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 18, 2025, the date the financial statements were available to be issued.

~~TABLES~~

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS ~~OF OPERATING MANUAL TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

~~Franchise~~

Operations Manual
Table of Contents

1 Welcome and Overview

Welcome 1-1
The Executive Team 1-2
Company Mission 1-3
Suggested Startup Schedule and Checklist 1-3
Exhibits to Chapter 1 1-5

2 Leasing Your Location

Finding a Location 2-1
The Leasing Process 2-5
Lease Execution 2-8
Other Landlord Interactions 2-10
Relocation Policy 2-10
Exhibits to Chapter 2 2-12

3 Administration

Registration of Your Trade Name or Fictitious Name.....3-1
Communicating with the Roni's Mac Bar Franchising 3-2
Company Dropbox.....3-3
Operating Hours.....3-3
Required Hardware, Software, and Other Technology.....3-4
Record Keeping 3-5
Accounting 3-11
Banking Requirements.....3-16
Reporting Requirements 3-17
Payments to Roni's Mac Bar Franchising 3-18
Insurance Requirements.....3-19
Taxes 3-21
Income Handling.....3-22

Exhibits to Chapter 3 3-25

4 Design and Buildout

Your Responsibilities.....4-1

Determine What Licenses or Certifications Are Required 4-1

Required Layout 4-2

Initial Design Phase 4-2

Order Standard Utilities 4-6

Obtain Final Approvals from City Departments.....4-7

Buildout 4-7

Order Equipment and Supplies 4-10

When Construction is Complete 4-10

Exhibits to Chapter 4 4-11

5 Ordering and Receiving

About Your Orders 5-1

Relationships with Your Vendors.....5-2

Ordering Kitchen Equipment and Smallwares 5-3

Ordering Branded/Logoed Items 5-3

Ordering Computer Hardware, Software, and Other Technology.....5-4

Ordering Signage and Decor Items.....5-4

Ordering Uniform Items 5-4

Ordering Office Supplies 5-5

Ordering Promotional Materials 5-5

Receiving Non-Food Items 5-5

Ordering Food 5-8

Receiving and Storing Food.....5-8

Exhibits to Chapter 5 5-10

6 Signage and Decor

Roni's Mac Bar Franchising-Required Signage 6-1

Possible Main Signage Alternatives 6-2

Other Required Signage.....6-4

Optional Signage.....6-5

Required Decor 6-5
Exhibits to Chapter 6 6-7

7 Personnel and Training

Prepare for Hiring 7-1
Hiring Roni's Mac Bar Franchise Employees 7-2
Staffing Requirements 7-3
Hiring Procedures 7-3
Prior to Orientation 7-15
Orientation 7-15
Food Certification Training 7-16
Roni's Mac Bar Franchising-Led Training and Assistance 7-17
Continuing Training: The Soft Opening 7-20
Selected Policies from the Employee Standards Manual 7-20
Additional Employee Policies.....7-22
Day-to-Day Employee Management 7-23
Exhibits to Chapter 7 7-26

8 Menu, Pricing, and Preparation

About Our Food 8-1
Menu Items 8-1
Pricing 8-1
Food Safety 8-2
Roni's Mac Bar Franchise Recipes.....8-7
Menu Item Packaging 8-8
Exhibits to Chapter 8 8-8

9 Service Policies and Operational Procedures

Customer Policies 9-1
Daily Operations 9-5
Exhibits to Chapter 9 9-8

10 Marketing

Marketing Requirements.....10-1

Roni's Mac Bar Franchising Marketing Assistance 10-3
Basic Promoting and Marketing Concepts 10-4
Identifying Audience, Competitors, and Prospects…… 10-6
Developing a Marketing Plan 10-8
Promotional Materials.....10-8
Your Internet Presence.....10-10
Marketing.....10-12
Advertising.....10-13
Public Relations 10-17
Grass Roots Techniques.....10-17
Marketing Pitfalls to Avoid 10-18
Recording Results of Your Campaign 10-19
Exhibits to Chapter 10 10-19

11 General Cleaning and Maintenance

Assign Cleaning Tasks..... 11-1
Kitchen Sanitizing 11-1
Cleaning and Maintenance Supplies.....11-4
Interior Cleaning Procedures 11-6
Exterior Maintenance Procedures 11-8
Equipment Cleaning and Maintenance 11-8
Specialized Preventive Maintenance Tasks 11-9
Contracted Cleaning or Maintenance Services 11-13
Exhibits to Chapter 11 11-13

12 Security and Safety

Data Security 12-1
Physical Security 12-3
Crime-Deterring Operational Procedures 12-6
If a Crime Occurs 12-9
Natural Disasters 12-12
Fires 12-15
Power Failures 12-15

Personal Harm and Injury 12-16
Completing an Incident Report 12-18
Speaking to the Media After an Incident 12-19
Exhibits to Chapter 12 12-20

13 Evaluations and Compliance

The Importance of Compliance 13-1
Evaluation Access 13-2
General Evaluation Standards 13-2
Roni's Mac Bar Franchising Standards 13-3
Evaluate Your Own Business 13-5
Exhibits to Chapter 13 13-6

14 Preparing for Opening Day

Roni's Mac Bar Franchising Grand-Opening Assistance 14-1
When Construction is Complete 14-1
Opening Day Inventory 14-2
Company Training 14-3
Your Grand Opening Event 14-3
A Suggested Grand Opening Advertising Plan 14-4
Track Your Marketing Efforts 14-5
Opening Day Checklist 14-5
Opening Day Key Contact List 14-6
A Final Word 14-6
Exhibits to Chapter 14 14-8

Total Number of Pages 178

EXHIBIT F

STATE ~~SPECIFIC ADDENDUMS~~ADDENDA
~~TO THE RONI'S MAC BAR FRANCHISE DISCLOSURE DOCUMENT~~

CALIFORNIA STATE ADDENDUM DISCLOSURES:

1. The franchise agreement and area development agreement require binding arbitration. The arbitration will occur in McLennan, Texas, with the costs being borne equally by franchisor and franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and 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 and area development agreement requires restricting venue to a forum outside the State of California

2. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the franchise disclosure document 14 days prior to execution of the agreement.

3. The highest interest rate allowed by law in California is 10% annually~~,~~.

~~3.~~

4. 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.

5. The franchisor, any person or franchise broker in Item 2 of the UFOC is not 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.

6. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer, or nonrenewal of a franchise. If the franchise agreement and area development agreement contain a provision that is inconsistent with the law, the law will control.

7. The franchise agreement and area development agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

8. The franchise agreement and area development agreement contain a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

9. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and 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 and area development agreement requires restricting venue to a forum outside the State of California.

10. The franchise agreement and area development agreement require the application of the laws of Texas. This provision may not be enforceable under California law.

11. Section 31125 of the California Corporations Code requires us to give you a disclosure document in a form containing the information that the commissioner may, by rule or order, require before a solicitation of a proposed material modification of an existing franchise.

12. Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Hawaii Franchise Investment Law:

The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is effective in the states of Florida, Indiana, Kentucky, Nebraska, Texas, and Virginia.

- There are no states which have refused, by order or otherwise, to register these franchises.

- There are no states which have revoked or suspended the right to offer these franchises.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement and area development agreement require, or any of their exhibits or attachments, the terms of this Addendum control.

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Hawaii Franchise Investment Law:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.,* the Franchise Agreement is amended as follows: The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination, and transfer of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control it.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____
~~Its:~~ _____ ~~Its:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

Name: _____ Name: Frank Senese
Title: _____ Title: C.E.O.
_____

FRANCHISEE (Principal):

_____
Name: _____

FRANCHISEE (Principal):

Name: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:

815 ILCS 705/41 provides that any condition, stipulation or provision in the franchise agreement that requires you to waive any of your rights under, or the franchisor's obligation to comply with any provision of, the Illinois Franchise Disclosure Act of 1987, as amended, the Illinois Disclosure Rules and Regulations, or any other law of Illinois, is void.

Nonrenewal of your franchise must comply with 815 ILCS 705/20. Termination of your franchise must comply with 815 ILCS 705/19.

Any provision in the franchise agreement that requires the application of the laws of another state is void with respect to a claim otherwise enforceable under the Illinois Franchise Disclosure Act.

Any provision in the franchise agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

The Choice of Forum stated in Item 17v is modified to state that

> *All claims must be brought in McLennan, Texas, or in the County in the state of Illinois where your franchise is located.*

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

ILLINOIS ADDENDUM TO ~~FRANCHISE AGREEMENT AND OTHER AGREEMENTS~~THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

The Franchise Agreement to which this addendum is attached, which may have been entered into by and between the below-undersigned parties incident to the execution of the Franchise Agreement (collectively referred to as the "Franchise Related Agreements") are amended as follows to comply with the Illinois Franchise Disclosure Act of 1987, as amended, and the Illinois Disclosure Rules and Regulations:

1. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

2. Any provision in the Franchise Agreement and Franchise Related Agreements that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Illinois is void with respect to a claim otherwise enforceable under the Illinois Franchise Disclosure Act.

3. Illinois law governs the Franchise Agreement(s).

4. In conformance with Section 41 of the Illinois Franchise Disclosure act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The parties are signing this addendum concurrently with the Franchise Agreement and Franchise Related Agreements to which it is attached.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____

Name: _____ Name: Frank Senese

Title: _____ Title: C.E.O.

FRANCHISEE (Principal):

_____

Name: _____

FRANCHISEE (Principal):
~~Its:~~ _____ ~~Its:~~ _____

~~Date:~~ ~~Date:~~

Name: _____

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law:

THE STATE OF INDIANA HAS STATUTES, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE [INDIANA CODE §§23-2-2.5-1 THROUGH 23-2-2.5-50]. THIS STATE ALSO HAS COURT DECISIONS, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF INDIANA HAS A STATUTE WHICH RESTRICTS OR PROHIBITS THE IMPOSITION OF LIQUIDATED DAMAGE PROVISIONS [INDIANA CODE §23-2-2.7(10)]. A PROVISION IN THE FRANCHISE AGREEMENT, WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE, MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101.

The franchise agreement does not expressly give you the right to terminate, but Indiana law may give you the right to terminate if we commit a substantial breach of the franchise agreement.

Any provision in the franchise agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

1. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

2. In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law shall prevail.

3. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____

~~Its:~~ _____ ~~Its:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

Name: Name: Frank Senese
Title: Title: C.E.O.

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name:

MARYLAND ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

ITEM 17

The franchise agreement provision, which provides for termination upon bankruptcy of the franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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.

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

~~Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.~~

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

The Franchise Agreement and Area Development Agreement to which this addendum is attached are amended as follows to comply with the Maryland Franchise Registration and Disclosure Law:

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. 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.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

~~7. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.~~

-Signatures appear on following page(s)-

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

~~The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.~~

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE: RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____

~~Its: _____~~ ~~Its: _____~~

~~Date: _____~~ ~~Date: _____~~

Name: _____ Name: Frank Senese

Title: _____ Title: C.E.O.

FRANCHISEE (Principal): ----------

_____

Name: _____

FRANCHISEE (Principal): ----------

_____

Name: _____

FOR RESIDENTS OF
THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. 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 franchise, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for a 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.

4. 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 another commercial symbol in the same area subsequent to the expiration of the franchise or the franchise does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

5. 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.

6. 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 an arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a 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:

~~8.~~

(a) ~~(a)~~ The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

~~(a)~~(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

~~(b)~~(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

~~(c)~~(d) 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.

~~9.~~8. 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 paragraph 3 above.

~~10.~~9. A provision that 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.

~~11.~~10. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

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 the notice of this offering on file with the attorney general should be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

MINNESOTA ADDENDUM ~~TO FRANCHISE DISCLOSURE DOCUMENT~~
TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Minnesota Franchise Law:

The Minnesota Department of Commerce requires that the franchisor indemnifies Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes the trademark rights of the third party. The franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's trademark except in accordance with the requirements of the franchise.

Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, Section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J states that it is unfair and inequitable for a franchisor to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties, or judgment notes. Any language found in the disclosure document or Franchise Agreement contrary to this rule is amended so that it does not apply to Minnesota franchisees.

THE STATE OF MINNESOTA HAS STATUTES, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF MINNESOTA ALSO HAS COURT DECISIONS, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR MUST COMPLY WITH MINNESOTA STATUTE 80C.14, SUBDIVISIONS 3, 4, AND 5, WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIC CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT. A PROVISION IN THE FRANCHISE AGREEMENT, WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE, MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF MINNESOTA HAS COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED. LIQUIDATED DAMAGE PROVISIONS ARE VOID UNDER MINNESOTA LAW.

Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the requirement that all litigation must take place in California shall not in any way abrogate or reduce any rights of the franchise as provided for in Minnesota Statutes, Chapter 80C.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90

days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

~~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.~~

~~Item 5 and Item 7, are amended to state the payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.~~

MINNESOTA ADDENDUM
TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Minnesota Franchise Law:

1. Franchisor shall protect the right of Franchisee to use the Marks in accordance with the requirements of the Franchise Agreement.

2. Provision XX(F) is modified to provide: Except for claims against Franchisee concerning the underreporting of gross sales and for claims against Franchisee by Franchisor relating to third party claims or suits brought against Franchisor; as a result, Franchisee's operation of the franchise business, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto shall be barred unless an arbitration or legal proceeding is commenced within three (3) years from the date Franchisee, or Franchisor knew or should have known of the facts giving rise to such claims.

3. Section XXII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of Minnesota.

4. Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchise Agreement does not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C. These statutes prohibit Franchisor from requiring litigation to be conducted outside Minnesota or abrogating or reducing any of Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

5. With respect to franchises governed by Minnesota law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

6. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

-Signatures appear on following page(s)-

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

~~7. 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.~~

~~8. Item 5 and Item 7, are amended to state the payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.~~

~~The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.~~

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~**RONI'S**~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____
~~Its: _____~~ ~~Its: _____~~

~~Date: _____~~ ~~Date: _____~~

Name: Name: Frank Senese
Title: Title: C.E.O.

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name:

NEW YORK ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

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

1.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. 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 FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard 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 is 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.

~~D.~~ No such party 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

D. 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled Item 1 **"Termination by franchisee"**:

~~Item 1. **"Termination by franchisee"**:~~

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum,"** and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM ~~TO FRANCHISE DISCLOSURE DOCUMENT~~

TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the North Dakota Franchise Investment Law:

Covenants restricting or prohibiting your right to compete after the termination or expiration of your franchise agreement are generally considered unenforceable in the State of North Dakota.

Any provision of the franchise agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

Any mediation, if necessary, will take place at the American Arbitration Association office nearest your business Site.

Any provision of the franchise agreement requiring you to waive the right to a trial by jury is void.

Any provision of the franchise agreement requiring you to waive exemplary or punitive damages is void.

Any provision of the franchise agreement requiring you to consent to a statute of limitations that is shorter than the applicable North Dakota statute of limitations is void.

NORTH DAKOTA ADDENDUM ~~TO FRANCHISE AGREEMENT~~

TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the North Dakota Franchise Investment Law:

1. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

2. Section 15.1 is amended by the addition of the following sentence:

   "Covenants not to compete such as the one described above are generally considered unenforceable in the State of North Dakota."

3. The final two paragraphs of provision XXI(B) are hereby deleted.

4. Section XXIII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of North Dakota.

5. The parties are signing this addendum simultaneously with the Franchise Agreement to which it is attached.

~~By:~~ _____ ~~By:~~ _____
~~Title:~~ _____ ~~Title:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

_____ _____
~~*Signature*~~ ~~*Signature*~~

~~Date:~~ _____ ~~Date:~~ _____

FRANCHISEE (Entity): _____ FRANCHISOR: _____

By: _____ By: _____
Name: _____ Name: _____

Title: Title:

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name:

RHODE ISLAND ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Rhode Island Franchise Investment Act:

> A condition, stipulation, or provision requiring a franchise to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by this act or a rule or order under this act is void.

A provision is a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

RHODE ISLAND ADDENDUM
TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Rhode Island Franchise Investment Act.

1. ~~1.~~ A general release requiring as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Rhode Island Franchise Investment Act.

2. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ~~----------~~ RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____
~~Its:~~ _____ ~~Its:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

Name: Name: Frank Senese
Title: Title: C.E.O.

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name:

VIRGINIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following statements are added to Item 17.h.

Under 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 development agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Washington Franchise Investment Protection Act:

The State of Washington has a statute, R.C.W. 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 that 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 arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 R.C.W., 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 unreasonably 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 collectible to the extent that they reflect the Franchisor's reasonably estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a non-competition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a non-competition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WASHINGTON ADDENDUM ~~TO FRANCHISE AGREEMENT~~
TO FRANCHISE AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement and Area Development Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the franchise agreement and area development agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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 unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.
~~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 unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.~~

Transfer fees are collectible to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a non-competition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a non-competition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement and Area Development Agreement or elsewhere that conflict with these imitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting

or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement and Area Development Agreement or elsewhere are void and unenforceable in Washington.

-Signatures appear on following page(s)-

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____
~~Its:~~ _____ ~~Its:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

Name: Name: Frank Senese
Title: Title: C.E.O.

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name:

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE FRANCHISE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS, WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS, WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE FRANCHISE AGREEMENT, WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE, MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements does not continue to meet our satisfaction.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Wisconsin Fair Dealership Law:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Franchise Agreement.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE (Entity): _____ FRANCHISOR: ~~FRANCHISEE:~~
~~RONI'S~~ ---------- RONI'S MAC BAR FRANCHISING, LLC

By: _____ By: _____
Name: _____ Name: Frank Senese
Title: _____ Title: C.E.O.

FRANCHISEE (Principal):

_____
Name: _____

FRANCHISEE (Principal):

_____
Name: _____

EXHIBIT H

RONI'S MAC BAR ACKNOWLEDGEMENT STATEMENT

***NOT FOR USE IN CALIFORNIA**

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement (or Multi-Unit Development Agreement). Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee (or developer) 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.

1. Franchisee (or Developer) has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee (or Developer) further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee (or Developer) by Franchisor and Franchisee (or Developer) and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee (or Developer) may experience as a franchisee (or developer) under this Agreement.

_____
Initial

2. Franchisee (or Developer) has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee (or Developer) and its efforts as an independent business operation.

_____
Initial

3. Franchisee (or Developer) agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement (or Multi-Unit Development Agreement) and that it/she/he understands all the terms and conditions of the Franchise Agreement (or Multi-Unit Development Agreement). Franchisee (or Developer) further acknowledges that the Franchise Agreement (or Multi-Unit Development Agreement) contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee (or Developer) has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement (or Multi-Unit Development Agreement) that are contrary to the terms of the Franchise Agreement (or Multi-Unit Development Agreement) or the documents incorporated herein. Franchisee (or Developer) acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement (or Multi-Unit Development Agreement). Franchisee (or Developer) represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement (or Multi-Unit Development Agreement).

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee (or Developer) acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement (or Multi-Unit Development Agreement).

_____
Initial

6. Franchisee (or Developer) acknowledges that Franchisor's approval or acceptance of Franchisee's (or Developer's) Business location does not constitute a warranty, recommendation, or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee (or Developer) acknowledges that it has received the Roni's Mac Bar Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement (and Multi-Unit Development Agreement) and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement (or Multi-Unit Development Agreement) was executed. Franchisee (or Developer) further acknowledges that Franchisee (or Developer) has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee (or Developer) acknowledges that it has had ample opportunity to consult with its own attorneys, accountants, and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee (or Developer) with respect to the Franchise Agreement (or Multi-Unit Development Agreement) or the relationship thereby created.

_____
Initial

9. Franchisee (or Developer), together with Franchisee's (or Developer's) advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement (or Multi-Unit Development Agreement).

_____ Initial

10. Franchisee (or Developer) is aware of the fact that other present or future franchisees (or developers) of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____ Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's (or Developer's) Territory by others who may have purchased such products from Franchisor.

_____ Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT (OR MULTI-UNIT DEVELOPMENT AGREEMENT), FRANCHISEE (OR DEVELOPER) AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S (OR DEVELOPER'S) AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE RONI'S MAC BAR FRANCHISING, LLC, AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT (OR MULTI-UNIT DEVELOPMENT AGREEMENT), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE (OR DEVELOPER).

_____ Initial

Signature Its:_____ Its:_____

Page Follows

FRANCHISEE: PRINCIPAL:

By:

(Print Name)

(Print Name, Title) Date:

Date:

PRINCIPAL:

(Print Name)

Date:

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	~~February 1,~~ Pending~~2024~~
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

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 Roni's Mac Bar Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar 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 or sooner if required by applicable state law.

[New York, Oklahoma, and Rhode Island require that Roni's Mac Bar Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Iowa requires that Roni's Mac Bar Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that Roni's Mac Bar Franchising, LLC gives you this disclosure document at least 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If Roni's Mac Bar Franchising, 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 listed on Exhibit C.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Frank Senese, CEO 720 Franklin Avenue Waco, TX 76701 254-218-5957	Mary Senese, CAO 720 Franklin Avenue Waco, TX 76701 254-218-5957	

Issuance Date: April 30, 2025

I received a Disclosure Document dated _____, that included the following Exhibits:

_____ Exhibit A – Franchise Agreement
Exhibit B – Area Development Agreement
Exhibit C – Agencies/Agents For Service Of Process
Exhibit D – Franchised Outlets
Exhibit E – Financial Statements
Exhibit F – Operations Manual Table Of Contents
Exhibit G – State Addenda
Exhibit H – Franchisee Acknowledgement Statement
Exhibit I – Receipt

_____
Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

KEEP THIS COPY FOR YOUR RECORDS

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The name~~,~~ and principal business address and telephone number of each franchise seller offering the franchise is: ~~Frank Senese, CEO and Mary Senese, CAO at 720 Franklin Avenue, Waco, TX 76701, 254-218-5954, and:~~ _____.

Frank Senese, CEO 720 Franklin Avenue Waco, TX 76701 254-218-5957	Mary Senese, CAO 720 Franklin Avenue Waco, TX 76701 254-218-5957	

Issuance Date: ~~July 17,~~ April 30, 2025~~2024~~

~~Our registered agents authorized to receive service of process for us are listed in Exhibit H.~~

I ~~have~~ received a ~~disclosure document~~Disclosure Document dated ~~July 17, 2024. This disclosure document~~_____ _____, that included the following Exhibits:

~~**EXHIBIT A. FRANCHISE AGREEMENT**~~
~~**EXHIBIT B. AREA DEVELOPMENT AGREEMENT**~~
~~**EXHIBIT C. PERSONAL GUARANTY**~~
~~**EXHIBIT D. RESTRICTIVE COVENANT AGREEMENT**~~
~~**EXHIBIT E. POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER**~~
~~**EXHIBIT F. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS**~~
~~**EXHIBIT G. LIST OF FRANCHISEES**~~
~~**EXHIBIT H. LIST OF FRANCHISEES THAT LEFT THE SYSTEM**~~
~~**EXHIBIT I. FINANCIAL STATEMENTS**~~
~~**EXHIBIT J. TABLES OF CONTENTS OF OPERATING MANUAL**~~
~~**EXHIBIT K. STATE SPECIFIC ADDENDUMS**~~

~~Date Received:~~ _____ ~~DATE:~~ _____
~~(If other than date signed)~~

~~Print Name:~~ _____

~~Print Address:~~ _____

City,

Exhibit A – Franchise Agreement
Exhibit B – Area Development Agreement
Exhibit C – Agencies/Agents For Service Of Process
Exhibit D – Franchised Outlets
Exhibit E – Financial Statements
Exhibit F – Operations Manual Table Of Contents
Exhibit G – State: Addenda

(Signature of recipient)

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~~The name, principal business address and telephone number of each franchise seller offering the franchise is: Frank Senese, CEO and Mary Senese, CAO at 720 Franklin Avenue, Waco, TX 76701, 254-218-5954, and: _____.~~Exhibit H – Franchisee Acknowledgement Statement
Exhibit I – Receipt

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Date Received: _____ DATE:_____
(If other than date signed)

Print Name:_____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

RETURN TO: Roni's Mac Bar Franchising, LLC ~~at~~
720 Franklin Avenue, Waco, TX 76701