

## FRANCHISE DISCLOSURE DOCUMENT



MOOYAH Franchising LLC  
a Delaware limited liability company  
5412 W. Plano Pkwy., Suite 100  
Plano, Texas 75093  
~~214-304-1658~~[214-304-1658972-948-5083](tel:214-304-1658972-948-5083)  
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[www.MOOYAH.com](http://www.MOOYAH.com)

The franchise offered is for the establishment and operation of a fast casual restaurant offering high-quality hamburgers, other sandwiches, fries, shakes and related food and beverage items under the “MOOYAH®” name and marks. The total investment necessary to begin operation of a MOOYAH® restaurant ranges from ~~\$371,731~~[\\$372,525](#) to ~~\$1,080,350~~[\\$1,186,124](#). This includes \$52,000 to \$53,000 that must be paid to the franchisor and/or its affiliate.

On your request, the franchisor may also allow you to sign an area development agreement under which you will receive a development area in exchange for committing to acquire multiple franchises (by signing multiple franchise agreements) and to opening a MOOYAH® restaurant under each franchise agreement in accordance with a development schedule. The [franchisor’s standard area development agreement will require you to commit to acquiring 3 franchises.](#) The total investment necessary to enter into an area development agreement for the right to develop three MOOYAH® restaurants ranges from ~~\$421,731~~[\\$447,525](#) to ~~\$1,130,350~~[\\$1,261,124](#), which includes (a) the total estimated initial investment to begin operation of your initial MOOYAH® restaurant (which includes \$52,000 to \$53,000 that must be paid to the franchisor and/or its affiliate), and (b) a development fee of ~~\$50,000~~[\\$75,000](#), all of which is paid to the franchisor. ~~As you sign each subsequent franchise agreement, the franchisor will apply the development fee, in \$25,000 increments, as a credit toward the initial franchise fee due under each such franchise agreement.~~

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Sales Department at 5412 W. Plano Pkwy., Suite 100, Plano, Texas 75093 and ~~214-304-1658~~[214-304-1658972-948-5083](tel:214-304-1658972-948-5083).

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 contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: April ~~19~~18, ~~2024~~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
<b>How much can I earn?</b>	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 C.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only MOOYAH business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a MOOYAH franchisee?</b>	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 E.

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 and multi-unit operator agreement require you to resolve disputes with us by arbitration or litigation in Texas. Out of state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate and litigate with us in Texas than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the franchisor's ability to provide services and support to you.
4. **[Inventory/Supplier Control.](#)** [You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.](#)

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.

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

**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:**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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 this notice should be directed to:

Michigan Attorney General's Office  
Consumer Protection Division  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone Number: 517-373-7117

Note: Despite subparagraph (f) above, we intend to fully enforce the arbitration provisions of the Area Development Agreement and Franchise Agreement. We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing these arbitration provisions. We will seek to enforce this section as written.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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## EXHIBITS

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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language in this Disclosure Document, “we” means MOOYAH Franchising LLC, the franchisor. “You” means the person, persons or entity buying the franchise.

**The Franchisor**

We are a Delaware limited liability company organized on March 17, 2017. Our principal place of business is 5412 W. Plano Pkwy., Suite 100, Plano, Texas 75093. Our principal telephone number is (214) 304-1658. We do business under our corporate name and under the name “MOOYAH®.” We were formed for the purpose of acquiring the assets of MOOYAH Franchise LLC (our “Predecessor”), including its then-existing franchise agreements for MOOYAH-branded restaurants, and, after the acquisition, to grant franchises for and act as the franchisor of MOOYAH-branded restaurants as described in this Disclosure Document. We began offering franchises for MOOYAH-branded restaurants in May 2017. We have never offered franchises for another brand or conducted any other line of business.

Our agents for service of process in the states which require franchise registration are listed in Exhibit E.

Our Predecessor’s affiliates owned and operated MOOYAH-branded Restaurants from April 2007 to April 2017. While we have not owned or operated a MOOYAH-branded Restaurant, our affiliate currently owns and operates one MOOYAH-branded Restaurant. At one time, our Predecessor entered into agreements (“Development Agent Agreements”) with development agents who acted as its agent in soliciting franchise sales and assisting franchisees in a specific area. It stopped entering into those agreements before we were formed, but it assigned to us the existing development agent agreements in April 2017. We have not directly entered into any such agreements or offered that opportunity.

**Our Parents and Affiliates**

We are a wholly-owned subsidiary of MOOYAH Parent LLC (“MOOYAH Parent”), which shares our principal address. MOOYAH Parent owns the trademarks and other intellectual property that we license to our franchisees. MOOYAH Parent is a wholly-owned subsidiary of Ba La Brands, LLC (“Ba La Brands”). Ba La Brands is owned by Balmoral Funds LLC (“Balmoral Funds”) and Gala Capital Partners, LLC (“Gala Capital”). Balmoral Funds has a principal business address of 11150 Santa Monica Boulevard, Suite 825, Los Angeles, California 90025. Both Gala Capital’s and Ba La Brands’ principal address is 3191 Red Hill Avenue, Costa Mesa, California 92626. MOOYAH Parent, Ba La Brands and Gala Capital have never offered franchises for MOOYAH-branded Restaurants or for any other concept.

We have two affiliates who offer franchises in other lines of business:

Dunn Bros Franchising, LLC, a Delaware limited liability company ~~whose~~ which shares our principal address ~~is 2335 West Highway 36, Suite 201, Roseville, MN 55113~~, has offered franchises for Dunn Brothers-branded coffee shops since November 2022. As of the end of its most recent fiscal year (December 31, ~~2023~~2024), there are ~~494~~498 Dunn Brothers franchises open (which includes franchises that were sold by our affiliate’s predecessor from April 2001 to June 2022) and no additional franchises sold but not yet open.

Rusty Taco Franchising LLC, a Delaware limited liability company ~~whose~~ which shares our principal address ~~is 3191 Red Hill, Suite 200, Costa Mesa, CA 92626~~, has offered franchises for Rusty Taco-branded restaurants since May 2023. As of the end of its most recent fiscal year (December ~~31~~29, ~~2023~~2024), there are ~~343~~346 Rusty Taco franchises open (including those that

were sold by our affiliate's predecessors from May 2015 to December 2022) and an additional ~~135~~ franchises sold but not yet open.

## **Our Predecessor**

Our Predecessor is MOOYAH Franchise LLC, and its last known address was 5212 Tennyson Parkway, Suite 120, Plano, Texas 75024. It sold franchises for MOOYAH-branded Restaurants from June 2006 to April 2017. On April 10, 2017, our Predecessor, together with its parent and affiliates, entered into an asset purchase agreement (the "Purchase Agreement") with our parent, MOOYAH Parent. The closing of the transactions described in the Purchase Agreement took place as of April 28, 2017, and at that time, we acquired all then-existing franchise agreements and all then-existing Development Agent Agreements between our Predecessor and its franchisees and development agents.

Except as described above, we have no parents, predecessors, or affiliates required to be disclosed in this Item 1.

## **The Franchise Offered**

We offer and grant franchises to operate fast casual restaurants offering high-quality hamburgers, other sandwiches, French fries, shakes, and related food and beverage items (the "Restaurants"). Restaurants operate under the name "MOOYAH®" and other trademarks, service marks, logos, and commercial symbols we authorize (the "Marks") and have distinctive exterior and interior design, decor, and color scheme, furnishings, special recipes and menu items, uniform standards, specifications, policies and procedures for operations, quality and uniformity of the products and services offered, procedures for inventory, management and financial control, training and assistance, and advertising and promotional programs, all of which we may change, improve, and further develop (together, the "System"). We refer to the Restaurant that you will operate as "your Restaurant."

You will acquire the right to develop, own and operate a Restaurant by signing a franchise agreement (a "Franchise Agreement"). Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit A. Under the Franchise Agreement, you will commit to developing and operating a Restaurant at a specific site that you select subject to our acceptance (the "Premises").

We may elect to enter into a multi-unit operator agreement that grants you the right, and under which you obligate yourself, to acquire multiple franchises to develop Restaurants (an "Area Development Agreement"). Our current form of Area Development Agreement is attached to this Disclosure Document as Exhibit B (in our system, we call the Area Development Agreement a "Multi-Unit Operator Agreement," but, for consistency with various state requirements, we will refer to it in this Disclosure Document as the Area Development Agreement). Under the Area Development Agreement, you would typically commit to developing 3 Restaurants, according to a specified schedule (the "Minimum Performance Schedule"), in a specified geographic area (the "Protected Area"). Before you and we sign the Area Development Agreement, you and we will agree on the size and configuration of the Protected Area, the number of Restaurants you commit to open and the Minimum Performance Schedule. The Protected Area will be determined based on local market conditions, demographics, and the number of Restaurants you agree to develop. The Area Development Agreement does not grant you the right to open a Restaurant or to use the Marks or the System. Rather, it controls your rights and obligations to acquire franchises. To acquire each franchise, you would be required to sign an individual Franchise Agreement that will govern the operation of the Restaurant at its identified Premises. We require you to execute a Franchise Agreement for your first Restaurant at the same time you execute the Area Development Agreement. For each subsequent Restaurant you intend to open, when we accept your proposed site, you will sign our then-current form of Franchise Agreement, the terms of which may materially differ from the form Franchise Agreement that is attached as Exhibit A to this Disclosure Document.

Currently, we offer a growth incentive program (the “Growth Incentive Program”) for franchisees that sign ~~a new Franchisean Area Development Agreement before December 31, 2024 and (a) sign an acceptable lease for an approved premises within six months of signing a new Franchise Agreement and (b) are~~2025 for the development of three or more Restaurants and remain (and their affiliates, owners, and guarantors ~~are remain~~) in compliance with all agreements with us and our affiliates (~~the “Growth Incentive Program”~~). If you qualify for the Growth Incentive Program, ~~you will not be required to pay a royalty fee through the remainder of 2024 and you will~~your Development Fee paid under the Area Development Agreement and your Initial Franchise Fee paid under the Franchise Agreement will be discounted, and depending on when your Restaurants open, you will be eligible to pay reduced ~~Royalty f~~ees for the following three years. Further details ~~to~~on the Growth Incentive Program are provided in Item 6.

## **Market and Competition**

Your Restaurant will offer products, from a restaurant setting, to members of the general public. The market for restaurant services and the types of food and beverage products that will be sold by your Restaurant is well-established and highly competitive. You will compete with other restaurants, supermarkets, and specialty food service outlets offering hamburgers, French fries, shakes, and other similar foods. Competitors may be locally owned or large regional or national chains. There is active price competition among restaurants, as well as competition for restaurant personnel and for attractive commercial real estate sites suitable for restaurants. The restaurant business is also affected by changes in consumer tastes, demographics, traffic patterns and economic conditions.

## **Industry Specific Regulations**

The restaurant industry is heavily regulated. A wide variety of federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Restaurant, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the Premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; available of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; (e) regulate advertisements; and (f) require disclosures on menus and other collateral regarding nutritional information for the food products offered. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. Compensation of restaurant employees (including state and local minimum wage, hour, and overtime requirements) is governed by both federal and state laws. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local departments of health and other agencies have laws and regulations concerning the preparation of food, display of nutrition facts, and sanitary conditions of restaurant facilities. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Restaurant and you should consider both their effect and costs of compliance.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Anand Gala - Chairman**

Mr. Gala has been our Chairman since April 2017. He also serves in the following roles: (i) President and CEO of Gala Holdings International, Inc. since April 2010; (ii) Managing Partner at Gala Capital Partners, LLC since May 2015; (iii) Managing Partner at Gala Development Partners, LLC since March 2007; (iv) Chairman and Chief Executive Officer of Dunn Bros Franchising, LLC since June 2022; and (v) Chairman and CEO of Rusty Taco Franchising LLC since October 2022. He formerly served as the

Chief Executive Officer of On Smile LLC (Cicis Pizza) from March 2021 to October 2022 but continues to serve as a member of the Board. Mr. Gala also served as a member of the Board of Directors at Famous Dave's America Inc. from July 2015 to July 2021. Mr. Gala works primarily from Costa Mesa, California in each of these roles.

**Doug Willmarth – President**

~~Mr. Willmarth has been our President since December 2021. From October 2017 to November 2021, Mr. Willmarth served as the Chief Brand Officer of Mongolian Concepts based in Irving, Texas.~~

**Sarah Morris – Vice President of Marketing**

Ms. Morris has been our Vice President of Marketing since March 2022. From May 2019 through September 2021, Ms. Morris served as the Chief Brand Officer of Main Event in Plano, Texas. Ms. Morris also served as the Vice President of Marketing for Pizza Hut, Inc. in Plano, Texas from September 2018 to May 2019. Ms. Morris was not employed between September 2021 and March 2022.

**Beth Stockmoe – Vice President of Operations**

Ms. Stockmoe has been our Vice President of Operations since November 2022. From December 2021 through November 2022, Ms. Stockmoe served as our Sr. Director of Operations. Ms. Stockmoe also served as our Director of Operations from October 2018 through December 2021.

**Gary Lisenbee – Vice President of Ops Services and Development**

Mr. Lisenbee has been our Vice President of Ops Services and Development since March 2023. From February 2022 through March 2023, Mr. Lisenbee served as the Franchise Director for Neighborhood Ventures, Inc in Dallas, Texas. From March 2019 through February 2022, Mr. Lisenbee served as Senior Director of Ops Excellence and Training for Mongolian Concepts in Irving, Texas.

**Pam Parham – Director of Franchise Relations**

Ms. Parham has been our Director of Franchise Relations since August 2023. From January 2021 through July 2023, Ms. Parham served as our Senior Marketing Manager. Prior to that, she served as our Marketing Manager from June 2018 through December 2020.

**Patricia Perry – Director of Franchise Sales & Development (Gala Capital)**

Ms. Perry has served as Director of Franchise Sales & Development for Gala Capital since April 2024, and in that role, she provides franchise development and sales assistance to us and our affiliates, Rusty Taco Franchising LLC and Dunn Bros Franchising, LLC. Prior to April 2024, Ms. Perry served as Senior Vice President Franchise and License of Bagel Brands from May 2022 to December 2023 and as Vice President of Franchise Development, Business Gifting, and CPG of Edible Brands from February 2019 to May 2022. She was between positions from December 2023 until April 2024. She is currently based in Atlanta, Georgia.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

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

## **ITEM 5**

### **INITIAL FEES**

#### **Initial Franchise Fee**

When you sign a Franchise Agreement, you must pay us an initial franchise fee in the amount of \$40,000 (“Initial Franchise Fee”). ~~If you sign a single Franchise Agreement, the Initial Franchise Fee is \$40,000.~~ The Initial Franchise Fee is uniform for all franchisees and is earned by us when you sign the Franchise Agreement. In our ~~2023~~2024 fiscal year, we ~~waived and~~ charged a reduced Initial Franchise Fees of \$25,000 in connection with a certain franchisees that also signed an Area Development Agreement during our last fiscal year.

If you request a one-time extension of the Possession Deadline (as defined in Item 11), you must pay us a non-refundable \$1,000 extension fee as a condition to us granting you an extension.

If we elect to terminate the Franchise Agreement because you (or all of you, if more than one person signs the Franchise Agreement) fail to complete our initial training program to our satisfaction, we will refund ½ of the Initial Franchise Fee if you sign a confidentiality agreement and general release. Otherwise, the Initial Franchise Fee is not refundable.

If you sign an Area Development Agreement and qualify for the Growth Incentive Program, you will pay a reduced Initial Franchise Fee of (i) ~~\$25,000~~\$35,000 for the 2<sup>nd</sup>, ~~and each franchise that you acquire pursuant to the Area Development Agreement, and (ii) \$15,000 for the 3<sup>rd</sup> and~~ subsequent, franchise that you acquire pursuant to the Area Development Agreement. If you are no longer in compliance with your obligations under the Area Development Agreement (or your Franchise Agreements), the reduction in your Initial Franchise Fees will no longer apply and you will be expected to pay the full Initial Franchise Fee.

#### **New Restaurant Marketing Program Fee**

When you sign the premises lease for your Restaurant, you must pay us a new restaurant marketing program fee in the amount of \$12,000 (“New Restaurant Marketing Program Fee”). We will use the New Restaurant Marketing Program Fee for the initial marketing and advertising of your Restaurant in connection with its grand opening. The New Restaurant Marketing Program Fee is uniform for all franchisees and is payable in lump sum and non-refundable.

#### **Development Fee**

If and when you sign an Area Development Agreement, you must pay us a development fee (“Development Fee”) equal to the product of (1) the total number of Restaurants in the Minimum Performance Schedule ~~(less the 1<sup>st</sup> one)~~, multiplied by (2) \$25,000. While we and you may agree to deviate from it, our standard Area Development Agreement will require you to commit to acquiring 3 franchises, in which case the Development Fee will be ~~\$50,000~~\$75,000. You must sign the Franchise Agreement and pay the Initial Franchise Fee for the first franchise you agree to acquire at the same time you sign the Area Development Agreement and pay the Development Fee. ~~As you sign the 2<sup>nd</sup> and each subsequent Franchise Agreement pursuant to the Area Development Agreement, we credit the Development Fee, in \$25,000 increments, toward the Initial Franchise Fee due under each such Franchise Agreement.~~ The Development Fee is uniformly applied to persons entering into an Area Development Agreement, is fully earned by us on your execution of the Area Development Agreement, and is non-refundable.

## **ITEM 6**

### **OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales	Payable weekly	See Notes 2 and 3.
Advertising Fee	3% of Gross Sales	Payable weekly	See Notes 3 and 4.
Technology and Support Fee	\$200 per month, but it may range between \$200 and \$750 per month.	Payable monthly	This fee provides for your right to use certain technology that we mandate and make available for use in the operation of your Restaurant from time to time. We expect that the costs we incur in and the resources we devote to enhancing and expanding the technology used in the operation of the Restaurant may increase over time, so we reserve the right to increase the amount of the fee in our discretion.
Audit	Overdue amount, plus audit costs, plus an under-reporting fee equal to 100% of the overdue amount.	15 days after billing	Due only if the audit is triggered by your failure to submit required reports or you are found to have understated Gross Sales by more than 2%.
Interest	Will vary	As incurred	If any amount is more than 1 week late, interest will accrue on the late payment at 10% of the past-due amount, but if the payment is late by 45 or more days, interest will accrue at a rate of the greater of 18% per annum or the highest rate permitted by applicable law.
Transfer Fee – Franchise Agreement	<del>50% of our then-current initial franchise fee.</del> <u>\$20,000</u>	Submitted with transfer application	
Renewal Fee	\$5,000	Signing of renewal franchise agreement	
Transfer Fee – Area Development Agreement	\$20,000	Submitted with transfer application	
Add-on Fee	\$5,000	As incurred	Due only if we allow you to add an individual as a principal owner under the Franchise Agreement. We may refund this fee if the added individual fails to complete our training program to our satisfaction and, as a result, is removed from the Franchise Agreement as a principal owner.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Indemnification	Will vary	When incurred by us or other indemnified party.	If claims covered by the indemnity obligations are asserted against us and our related parties, you must defend and hold us harmless against all liability, damages and costs, including lawyers' fees, incurred.
Operations Manual	\$500, <del>subject to change in the future</del>	When you place order	Due if you lose and must replace your copy of our Operations Manual.
Reimbursement of Costs and Expenses for Restaurant Updates	Will vary	As incurred	If we notify you that you must make certain additions, alterations, repairs and/or replacements to your Restaurant, and you fail to do so, we may make such additions, alterations, repairs and/or replacements. You must reimburse us for our costs and expenses for doing so.
Costs and attorneys' fees	Will vary	On demand	Due if you default under your agreement, and we incur costs in enforcing or terminating it.
Gift Card Program	Will vary	As incurred	You must participate in our gift card program. Gift cards are available for sale and redemption at all Restaurants in the System.
New or Additional Employee Training	\$1,000 to \$2,000 per employee trained	On demand	Due if you request training for additional, new or existing employees, or if we require you to take additional or refresher training programs.
Annual Franchisee Meetings	Currently, we do not charge a fee for attendance, but if we do, we estimate it to be approximately \$500.	If charged, prior to meeting	We may charge a reasonable fee for attendance at annual meetings. You will pay for all expenses incurred by you and your attendees at the meeting, including travel, lodging, meals and wages.
Non-Compliance Charge	\$100 per day and increase of 1% to your Royalty Fee	As incurred	See Note 5.
Costs for Deficiencies	Will vary	As incurred	If we detect any deficiencies while conducting an inspection of your Restaurant, and you fail to correct such deficiencies, we may (without any obligation) to correct such deficiencies, which you will reimburse us for our costs.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Insurance Premiums	Reimbursement of our costs, plus 10% administrative fee	On demand	Due if you fail to procure the required insurance, and we, at our option, elect to procure it on your behalf.
Management Fee	10% of Gross Sales, plus costs and expenses	As incurred	See Note 6.
Management Fee due to death, disability or prolonged absence	3% of Gross Sales, plus costs and expenses	As incurred	Due if we elect to manage your Restaurant upon your death, disability or prolonged absence.
Lost Revenue Damages	Will vary	Within 15 days after the expiration or termination of the Franchise Agreement, unless we decide on a later date	See Note 7.

**Note 1** - Unless noted differently, all of the fees in this Item 6 are payable to us or our affiliates, are uniformly imposed and are non-refundable.

**Note 2 – Royalty Fee.** The Royalty Fee will be due and payable on the day of the week we designate based on the Gross Sales for the preceding week (currently our weeks run from Monday to Sunday, and the Royalty Fee is due on Monday). Currently, we require all payments to be made through an electronic funds transfer system that allows us to debit a business account you designate for all amounts you owe us on their due dates. We may require you to make payments through any other method at any time, and you must comply with our payment instructions. We may poll your POS system directly to obtain such Gross Sales information. If any state imposes a sales or other tax on the Royalty Fees, then we may collect this tax from you. You must provide us, with your payment of each Royalty Fee and on our required form, a report showing the Gross Sales on which the Royalty Fee was calculated (a “Royalty Report”).

If you fail to provide the Royalty Report when required, we may debit your account for 120% of the last Royalty Fee and Advertising Fee that we debited. If the Royalty Fee and Advertising Fee we debit are less than the Royalty Fee and Advertising Fee you actually owe to us, once we have been able to determine your Restaurant’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Advertising Fee we debit are greater than the Royalty Fee and Advertising Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following week.

If you qualify for the Growth Incentive Program, then (a) ~~you will not be required to pay the Royalty Fee through December 31, 2024, and (b) for each Restaurant that opens in 2025,~~ the Royalty Fee will be ~~calculated beginning on January 1, 2025 as follows: (i) 3% of your~~ 3% of each applicable Restaurant’s Gross Sales ~~for the period beginning on January 1, 2025 and ending on~~ through December 31, 2025; ~~(ii) 4% of your~~ for each Restaurant that opens in 2025 or 2026, the Royalty Fee will be 4% of each Restaurant’s Gross Sales for the period beginning on January 1, 2026 and ending on December 31, 2026; ~~(iii) 5% of your~~ and (c) for each Restaurant that opens in 2025, 2026, or 2027, the Royalty Fee will be 5% of each applicable Restaurant’s Gross Sales for the period beginning on January 1, 2027 and ending on December 31, 2027; ~~and (iii) 6% of your Restaurant’s Gross Sales for the period beginning on January 1, 2028 and ending upon the expiration of the term of your Franchise Agreement. As of January 1, 2028,~~

each Restaurant that qualified for the Growth Incentive Program will resume paying a Royalty Fee equal to 6% of the Restaurant's Gross Sales. If you default under the Franchise Agreement (or any other agreement with us or our affiliates), the Royalty Fee will immediately resume at 6% of your Restaurant's Gross Sales. We may modify or discontinue offering the Growth Incentive Program at any time. You will sign the Form of Growth Incentive Program Amendments to the Multi-Unit Operator Agreement and Franchise Agreement, as attached as Exhibit G, when you sign your Area Development Agreement and your first Franchise Agreement.

**Note 3 – Gross Sales.** “Gross Sales” means all sales, revenues, charges and receipts generated from, or attributed to, your Restaurant, whether from cash, check, credit or debit card, barter exchange, trade credit or other credit transactions, but exclusive of Sales Tax and any refunds made for your customers. As used herein, “Sales Tax” includes, but is not limited to, sales or use tax, goods and services tax, gross receipts tax, excise tax or other similar tax collected by you from your customers and paid to the appropriate taxing authority. Payments by gift certificate, gift card or similar programs are included in Gross Sales when the gift certificate, gift card or similar item is redeemed. Gross Sales also include all insurance proceeds you receive for loss or interruption of business due to a casualty or similar event at your Restaurant.

**Note 4 – Advertising Fee.** You must pay us an Advertising Fee equal to 3% of your Restaurant's Gross Sales. You will pay the Advertising Fee in the same manner as the Royalty Fee. We will deposit that money into an advertising fund administered and maintained by us. The advertising fund is described in Item 11. We may increase the Advertising Fee up to a maximum of 4% upon 60 days' advance written-notice to you (the “Advertising Fee Cap”), but you may be required to pay a higher Advertising Fee based on a vote of franchisees (see Item 11).

**Note 5 – Non-Compliance Charge.** If you violate or breach any term of the Franchise Agreement, including your failure to pay (or to have adequate amounts available for electronic transfer of) amounts you or your affiliates owe us or our affiliates or your failure to timely provide required reports and financial information, we may require you to pay such non-compliance charges. The daily charge and increase to your Royalty Fee will continue until we determine that you have cured all deficiencies and are compliant with all terms of the Franchise Agreement. These non-compliance charges are intended to compensate us for additional expenses and certain losses we will incur as a result of your non-compliance and are not a penalty or an expression of the total amount of such damages. We may periodically change or eliminate this charge and/or increase to the Royalty Fee.

**Note 6 – Management Fee.** We, or a third-party designated by us, may assume the management of your Restaurant if: (a) if you close or fail to actively operate your Restaurant without our prior written permission; (b) if we are entitled to terminate the Franchise Agreement; or (c) the Franchise Agreement expires or is terminated, and we are deciding whether to exercise our option to purchase your Restaurant. If we assume management of your Restaurant, we may charge you the Management Fee, in addition to the Royalty Fee, Advertising Fee and other amounts due under the Franchise Agreement, plus the direct out-of-pocket costs and expenses incurred in the operation of the Restaurant, for any period we deem appropriate. We will not be liable to you or your owners for any debts, losses or obligations your Restaurant incurs, or to any of your creditors for any supplies, products, or other assets or services your Restaurant purchases, while we (or designated third party) manage your Restaurant.

**Note 7 – Lost Revenue Damages.** If we terminate the Franchise Agreement because of your breach, you must pay us liquidated damages in an amount equal to the net present value of the Royalty Fees and Advertising Fees that would have become due had the Franchise Agreement not been terminated, from the date of termination to the earlier of: (a) 24 months following the date of termination, or (b) the originally scheduled expiration of the term of the Franchise Agreement (the “Measurement Period”). Damages are calculated as follows: (1) the number of calendar months in the Measurement Period, multiplied by (2) the aggregate of the Royalty Fee and Advertising Fee percentages, multiplied by (3) the

average monthly Gross Sales of your Restaurant during the 12 full calendar months immediately before the termination date (or, if the termination is based on your unapproved closure of the Restaurant, the 12 full calendar months immediately before the closure date). If, as of the termination date, the Restaurant has operated for at least 12 months, damages will be calculated based on the average monthly Gross Sales of all MOOYAH Restaurants during the entirety of our fiscal year immediately before the termination date.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT – SINGLE RESTAURANT**

<b>Type of Expenditure (Note 1)</b>	<b>Amount Low – High</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment Made</b>
Initial Franchise Fee ( <a href="#">Note 2</a> )	\$40,000	Lump Sum	When Franchise Agreement is signed	Us
New Restaurant Marketing Program Fee ( <a href="#">Note 23</a> )	\$12,000	Lump Sum	When Your Lease is signed	Us
One-Time Extension Fee of Possession Deadline	\$0 to \$1,000	Lump Sum	With Your Extension Request	Us
Rent and Security Deposit ( <a href="#">Note 34</a> )	<del>\$4,696</del> <u>5,219</u> to \$15,294	As Arranged	As Arranged	Unaffiliated Lessor
Leasehold - Improvements ( <a href="#">Note 34</a> )	\$100,000 to <del>\$507,163</del> <u>626,997</u>	As Arranged	As Arranged	Unaffiliated Contractor, Architects, and Designers
Furniture, Fixtures, Equipment, and Signage	<del>\$120,838</del> <u>132,509</u> to <del>\$329,121</del> <u>331,049</u>	As Arranged	As Invoiced	Unaffiliated Suppliers
Initial Training Costs ( <a href="#">Note 45</a> )	\$17,000 to \$27,954	As Arranged	As Invoiced	Unaffiliated Suppliers, Employees, and/or Franchisees
Computer Hardware and Software ( <a href="#">Note 56</a> )	<del>\$20,000</del> <u>8,000</u> to <del>\$31,488</del> <u>15,000</u>	As Arranged	As Arranged	Unaffiliated Suppliers
Initial Inventory/Supplies ( <a href="#">Note 67</a> )	\$13,880 to \$19,830	As Arranged	As Arranged	Unaffiliated Suppliers
Uniforms	<del>\$1,000</del> <u>1,600</u> to <del>\$2,000</del> <u>2,500</u>	As Arranged	As Arranged	Unaffiliated Suppliers
Professional Services ( <a href="#">Note 78</a> )	\$1,000 to \$5,500	As Arranged	As Arranged	Unaffiliated Accountants, Lawyers, etc.
Insurance ( <a href="#">Note 89</a> )	\$617 to \$3,000	As Arranged	As Arranged	Unaffiliated Insurance Broker

Type of Expenditure (Note 1)	Amount Low – High	Method of Payment	When Due	To Whom Payment Made
Licenses and Permits (Note <del>9</del> <u>10</u> )	\$700 to \$6,000	As Required	As Required	Unaffiliated Government Agencies
Additional Funds – for initial 3-month period (Note <del>10</del> <u>11</u> )	\$40,000 to \$80,000	As Required	As Incurred	Unaffiliated Suppliers
<b>TOTAL</b>	<b><del>\$371,731</del><u>372,525</u> to <del>\$1,080,350</del><u>1,186,124</u></b>			

**Note 1 – Payments.** As noted in Item 5, a portion of the Initial Franchise Fee may be refundable under certain limited circumstances. All other amounts reflected in this Item 7 will not be refundable unless you are able to negotiate a refund with the particular supplier. We do not finance any portion of your initial investment. The estimated investment shown is for a single Restaurant.

**Note 2 – Initial Franchise Fees.** If you sign an Area Development Agreement and qualify for the Growth Incentive Program, you will pay a reduced Initial Franchise Fee of (i) \$35,000 for the 2<sup>nd</sup> franchise that you acquire pursuant to the Area Development Agreement, and (ii) \$15,000 for the 3<sup>rd</sup> and subsequent franchise that you acquire pursuant to the Area Development Agreement.

**Note ~~2~~3 – New Restaurant Marketing Program Fee.** As noted in Item 5, you will pay to us New Restaurant Marketing Program Fee of \$12,000. The New Restaurant Marketing Program Fee is collected by us when you sign a premises lease for your Restaurant. We will use the New Restaurant Marketing Program Fee for the initial marketing and advertising of your Restaurant in connection with its grand opening.

**Note ~~3~~4 – Leasehold Improvements, Rent and Security Deposit.** Restaurants are typically located in commercially zoned shopping or entertainment areas. Due to the cost of land acquisition and new construction, we assume that you will lease the Premises. As a result, the numbers do not reflect the costs of land acquisition and construction of a building. The leasehold improvements estimate is based on the cost of adapting our prototypical architectural and design plans (including architect fees and design consulting fees) to a facility containing approximately 2,100 square feet. You will be required to use our designated unaffiliated architect which will cost \$20,000 and is included in the estimate above. This estimate will be affected by various factors like the location of the Restaurant, local market conditions, wage rates, and whether you must use union labor. It assumes that the landlord will provide connections to adequate electrical, gas, water and sewage service. Your actual costs may or may not include site preparation and build-out costs, depending on the arrangements you negotiate with your landlord. If your landlord contributes to the cost of build-out, total leasehold improvement costs could be reduced. During our last fiscal year, some of our franchisees reported to us that they were able to negotiate for tenant improvement allowances from their landlords. Those allowances averaged ~~\$92,333~~\$81,130. The estimates for this item may vary substantially based on your ability to negotiate with your landlord and your financial strength, as well as on local commercial leasing and labor rates and other local conditions.

**Note ~~4~~5 – Initial Training Costs.** We do not assess a fee for our initial training for up to 3 people. However, you are responsible for all expenses you or your employees incur in attending and participating in the initial training program, like travel, lodging, meals, wages and benefits. These costs will vary depending upon your selection of salary levels, lodging and dining facilities, mode and distance of transportation, and the wages payable to your employees. You may be required to complete training at a certified training restaurant, conducted by a MOOYAH franchisee, upon which you will be required to pay the MOOYAH franchisee \$500 per trainee to cover the costs of training supplies, meals and other related expenses. This cost is provided in the estimate above.

**Note 56 – Computer Hardware and Software.** In addition to the costs of the hardware and software, this estimate includes the set-up fee and monthly fee charged for online and application-based ordering for the first three months of operation and the annual subscription cost of the POS support and maintenance and POS data warehouse for the first year.

**Note 67 – Initial Inventory/Supplies.** We estimate that this range will cover the cost of certain small wares including utensils and dishes. This estimate also includes the cost of food, beverages, condiments and supplies for approximately the first 2 to 10 days of operations.

**Note 78 – Professional Services.** ~~You should consult an attorney and/or accountant to help you review and evaluate this franchise offering.~~ This estimate includes the cost to establish an entity to hold the franchise and review the franchise documentation. The cost of professional services can vary widely.

**Note 89 – Insurance.** This amount represents an estimate of the down payment on your annual insurance premiums for the first 3 months of operation. You must obtain the insurance coverage we require, which may be periodically changed. We must be named as an additional insured on these policies. Your cost of insurance may vary depending on the insurer, the location of your Restaurant, your claims history, and other factors. See Item 8 for details regarding required insurance.

**Note 910 – Licenses and Permits.** These are estimates of the costs for obtaining local business licenses which typically remain in effect for 1 year. These figures do not include occupancy and construction permits which were included in the leasehold improvement costs. The cost of these permits and licenses will vary substantially depending on the location of the Restaurant.

**Note 1011 – Additional Funds.** You will need additional funds during the start-up phase of your business to pay employees, purchase supplies and pay other expenses. We estimate the start-up phase to be 3 months from the date you open your Restaurant. These amounts do not include any estimates for debt service or payroll costs, and it does not include any revenues you may earn during the 3-month start-up phase. You must also pay the royalty and other related fees described in Item 6 of this Disclosure Document.

We relied on our and our Predecessor’s, as well as our franchisees’, experience when preparing these estimates. These estimates do not include any finance charge, interest or debt service obligation. You should review these figures carefully with your business advisor.

**YOUR ESTIMATED INITIAL INVESTMENT – AREA DEVELOPMENT AGREEMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT - AREA DEVELOPMENT AGREEMENT</b>				
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment Made</b>
Development Fee (Note 1)	<del>\$50,000</del> <u>75,000</u>	Lump sum	On execution	Us
<u>Initial Investment to Open Initial Restaurant (Note 2)</u>	<u>\$372,525 to \$1,186,124</u>	<u>See above table (“Your Estimated Initial Investment – Franchise Agreement”) of this Item 7</u>		
<b>Total</b>	<del>\$50,000</del> <u>447,525 to \$1,261,124</u>	<u>This is the total estimated initial investment to enter into an Area Development Agreement for the right to develop three (3) Restaurants, as well as the costs to open and commence operating your initial Restaurant for the first three months, as described more fully in the above table (“Your Estimated Initial Investment – Franchise Agreement”) of this Item 7.</u>		

**Note 1 - Development Fee.** The actual amount of the Development Fee is a function of the number of Restaurants you commit to developing under the Area Development Agreement. The Development Fee is \$25,000 multiplied by the number of Franchise Agreements (~~less the 1<sup>st</sup> one~~) that you are obligated to acquire in order to satisfy the Minimum Performance Schedule. While we and you may agree to deviate from it, our standard Area Development Agreement will require you to commit to acquiring 3 franchises, ~~in which case the Development Fee will be \$50,000.~~ The Development Fee is fully earned by us upon receipt and is not refundable, ~~but we do credit it, in \$25,000 increments, against the Initial Franchise Fees that become due as you execute your 2<sup>nd</sup> and subsequent Franchise Agreements. The investment shown in this chart does not include the investment required to open a Restaurant. Refer to the preceding chart for those numbers.~~

If you qualify for the Growth Incentive Program, you will be pay a reduced Development Fee as follows:

- (i) if you commit to acquiring 3 franchises, the Development Fee will be \$50,000;
- (ii) if you commit to acquiring 4 franchises, the Development Fee will be \$70,000;
- (iii) if you commit to acquiring 5 franchises, the Development Fee will be \$90,000;
- (iv) if you commit to acquiring 6 franchises, the Development Fee will be \$110,000;
- (v) if you commit to acquiring 7 franchises, the Development Fee will be \$130,000;
- (vi) if you commit to acquiring 8 franchises, the Development Fee will be \$150,000;
- (vii) if you commit to acquiring 9 franchises, the Development Fee will be \$170,000; and
- (viii) if you commit to acquiring 10 franchises, the Development Fee will be \$190,000.

**Note 2 – Initial Investment for Initial Restaurant.** This figure represents the total estimated initial investment required to open and commence operating the first Restaurant you agree to develop under the Area Development Agreement. The range includes all the items outlined in the table for “Your Estimated Initial Investment – Franchise Agreement” of this Item 7.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

#### **Specifications for Products, Services and Suppliers**

In order to maintain the quality and uniformity of all food products, menu items, ingredients, services, products, materials, forms, items, supplies, Restaurant appearance (both internally and externally), fixtures, furnishings and equipment utilized in or by Restaurants, we may periodically issue certain mandatory standards, specifications, operating procedures, and rules for Restaurants (the “System Standards”). You must strictly comply with all System Standards. In constructing and operating the Restaurant, you must use only those types of food items, condiments, packaging, construction and decorative materials, fixtures, equipment, furniture and signs and other products and services (“Operating Assets”) that we have approved according to our System Standards for appearance, function and performance. We will not issue to you or to our approved suppliers (except as we deem necessary for purposes of production) the System Standards for proprietary Operating Assets. We will otherwise communicate our System Standards and the approved Operating Assets to you in the prototype architectural plans for a Restaurant, in the Operations Manual (as defined in Item 11) and otherwise in writing.

## **Approved or Designated Suppliers**

As part of our System Standards, we may require you to purchase all Operating Assets from suppliers we approve or designate, some of whom we might designate as the exclusive supplier of one or more Operating Assets. We will provide a list of approved and designated suppliers in the Operations Manual or otherwise in writing.

Currently, we require you to use our designated vendors for (i) all food, paper products, and other supplies for your Restaurant, (ii) certain equipment such as grills, fryers and ovens, (iii) soft drink products, (iv) MOOYAH-branded merchandise such as memorabilia, T-shirts, cups and mugs, (v) gift card management and replenishment services, (vi) finding and selecting a site for your Restaurant, (vii) computer hardware and software; and (viii) design and build-out of your Restaurant. We or our affiliates may negotiate system-wide agreements with suppliers for an agreed upon price per Restaurant. We and our affiliates are not currently the approved or sole supplier of any goods or services. However, we may in the future designate ourselves or an affiliate as an approved supplier (and, possibly, the sole supplier) of any goods and any other services that are used in the development or operation of your Restaurant.

As of the date of this Disclosure Document, none of our officers owns an interest in any approved suppliers.

We estimate that your total initial required purchases will be approximately 85% to 90% of the cost of your initial purchases or leases. We estimate your required purchases for the operation of the Restaurant will be 90% or more of your annual purchases or leases.

## **Alternative Products, Services and Suppliers**

If you desire to purchase, lease, or use any products or other items from an unapproved supplier, you must submit to us a written request for such approval, or must request the supplier itself to do so. If you would like us to consider approving a supplier that has not been approved, the request must be submitted before you purchase any items or services from that unapproved supplier. You will reimburse the reasonable expenses we incur related to our evaluation of the proposed product or supplier as set forth in the Operations Manual (as defined in Item 11), if applicable. We may revoke our approval of any supplier at any time and for any reason. We do not make our criteria for approving suppliers available to you. If we do not approve an alternative supplier within 45 days, that supplier will be deemed denied. We may revoke our approval of a supplier upon 90 days' written notice.

## **Design of Restaurant**

Currently, we require you to use an exclusive vendor for architectural design. We may also require that you use the engineering firm that we approve or designate. You must use an exclusive vendor to prepare the initial layout for your Restaurant. We require that you to use the same vendor to prepare all architectural drawings and plans for your Restaurant. We will provide you with a copy of the prototypical architectural and design plans and specifications for construction of MOOYAH Restaurants. We are likely to reject your request for a new supplier without conducting any investigation if we have already designated an exclusive supplier for the item proposed to be offered by the new supplier. We may periodically re-inspect the facilities and products of any approved supplier and may revoke our approval if the supplier does not continue to meet any of our criteria.

## **Insurance**

During the term of the Franchise Agreement and thereafter as is necessary, you will maintain the insurance coverages we require, all insurance coverages required by applicable law and an insurance policy or policies protecting you and us, our successors and assigns, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees

of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Restaurant.

Such insurance policies must be written by an insurance company acceptable to us and which has a rating of "A" or higher with A.M. Best Company and will include the types and coverage amounts as we require from time to time as set forth in the Operations Manual. The types and amounts of coverage we require are minimums that we establish for our own benefit. We make no representation that such minimums will be adequate for your needs or desires. You will conduct your own investigation and, at your discretion, purchase such coverages over and above the minimums we establish as you determine to be appropriate for your own situation.

Currently you must carry the following minimum coverages: (1) Statutory worker's compensation at a minimum amount equal to the greater of (i) the amount required by law, or (ii) \$1,000,000 per occurrence; (2) comprehensive liability insurance, including products liability, general liability, and completed operations coverage, in the minimum amount of \$2,000,000 per occurrence and \$1,000,000 in umbrella coverage. You must also purchase employment practices liability insurance in the minimum amount of \$100,000 per occurrence. You must also purchase general casualty insurance including fire and extended coverage, vandalism, theft, burglary and malicious mischief insurance for the replacement value of the Restaurant and its contents in the minimum amount of \$500,000; business interruption and rent insurance for a period adequate to reestablish normal business operations with coverage adequate to coincide with the value of the Premises and its contents; and comprehensive plate glass insurance, if applicable. If any vehicle is operated in connection with the Restaurant, you must also purchase automobile liability insurance (including all owned, non-owned, leased or hired vehicles), with a minimum limit of liability that equals the greater of (i) the amount required by federal, state or local law, or (ii) \$1,000,000 for each person injured or killed, and subject to that limit for each person, a total minimum of \$2,000,000 along with a minimum limit of \$3,000,000 for injury, destruction or loss of use of property of third persons as a result of any one accident.

### **Purchase Agreements, Material Benefits and Revenue**

We or our affiliates may negotiate purchase arrangements including prices and terms, with designated and approved suppliers for the System. We and our affiliates may receive rebates or other payments from distributors, suppliers and other service providers based (directly or indirectly) on sales to franchisees. We currently have contracts with vendors that result in payments to us varying from \$1.50 per case to \$3.00 per case for certain product purchases by franchisees. During our fiscal year ended December ~~31, 2023~~, 2024, we received ~~\$383,198~~\$343,230 in revenue from such distributors, suppliers, and other service providers based on sales of products and services made to franchisees, which accounted for approximately ~~6.04~~4.8% of our total revenue of ~~\$6,416,408~~\$7,195,790 during our last fiscal year. Except as provided in this paragraph, neither we nor our affiliates derived or received any revenue based on, or from, franchisee purchases during our last fiscal year.

We do not participate in any purchasing or distribution cooperatives. We do not provide material benefits to franchisees based on their purchase of particular products or services.

**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 in these agreements and in other items of this disclosure document.**

The abbreviations in the table below have the following meanings: FA means the Franchise Agreement and MUOA means the Area Development Agreement.

<b>Obligation</b>	<b>Section in the Franchise Agreement or Area Development Agreement (MUOA)</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/ lease	FA – Section 2 (and Franchisor Lease Rider) MUOA – Section 3	Items 5, 8, and 11
b. Pre-opening purchases/leases	FA – Section 6 (and Franchisor Lease Rider)	Items 7 and 8
c. Site development and other pre-opening requirements	FA – Section 2	Items 8 and 11
d. Initial and ongoing training	FA – Section 5.4	Items 7 and 11
e. Opening	FA – Section 2.6	Items 5 and 11
f. Fees	FA – Section 4 and 6.6 MUOA – Section 2	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA – Sections 6.1, 6.5 and 6.6	Items 6, 8, 16 and 17
h. Trademarks and proprietary information	FA – Sections 8 and 9 MUOA – Section 7	Items 6, 13 and 14
i. Restrictions on products/services offered	FA – Sections 2.2, 2.4 and 6 MUOA – Section 7	Item 16
j. Warranty and customer service requirements	FA – Sections 6.9 and 6.10	Not applicable
k. Territorial development and sales quotas	MUOA – Section 3	Item 12
l. Ongoing product/service purchases	FA – Section 6	Item 8
m. Maintenance, appearance and remodeling requirements	FA – Sections 6.2, 6.3 and 6.5	Item 6
n. Insurance	FA – Section 11	Items 6, 7 and 8
o. Advertising	FA – Section 7	Items 6, 7 and 11
p. Indemnification	FA – Section 14 MUOA – Section 12	Item 6
q. Owner's participation/ management/staffing	FA – Sections 5.2 and 5.3 MUOA – Section 6	Items 11 and 15

<b>Obligation</b>	<b>Section in the Franchise Agreement or Area Development Agreement (MUOA)</b>	<b>Disclosure Document Item</b>
r. Records and reports	FA – Sections 4.2, 10.1 and 10.2	Item 6
s. Inspections and audits	FA – Sections 6.5.8 and 10.3	Items 6 and 11
t. Transfer	FA – Section 13 MUOA – Section 9	Items 6 and 17
u. Renewal	FA – Section 3.2 MUOA – Section 4	Items 6 and 17
v. Post-termination obligations	FA – Section 17 MUOA – Section 8	Items 6 and 17
w. Non-competition covenants	FA – Section 9 MUOA – Section 10	Items 6, 15 and 17
x. Dispute resolution	FA – Section 18.6 MUOA – Section 17	Item 17
y. Liquidated damages	FA – Section 17.16	Item 6
z. Guaranty	FA – Attachment B MUOA – Exhibit B	Item 15

**ITEM 10**  
**FINANCING**

We do not offer direct or indirect financing. We do not guarantee your promissory notes, mortgages, leases, or other obligations.

**ITEM 11**  
**FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

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

***Pre-Opening Obligations – Area Development Agreement:*** Under the Area Development Agreement, we will provide you with the following assistance (section references are to the Area Development Agreement):

1. We will grant to you rights to a Protected Area within which you will assume the responsibility to establish and operate an agreed-upon number of Restaurants under separate Franchise Agreements (Section 1.1);
2. We will review site survey information on sites you select for conformity to our standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Restaurant (Section 3.3); and
3. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications (Section 3.3).

***Pre-Opening Obligations – Franchise Agreement:*** Before you open your Restaurant, we or our designee will provide you with the following (section references are to the Franchise Agreement):

1. Initial training for a minimum of 2 people, and in our discretion, up to 3 people, (including you, or if you are a legal entity, at least 1 of your owners and 2 operations personnel we approve) at no additional cost, at times and locations we designate (Section 5.4.1);
2. Review the location you propose for your Restaurant, and accept the proposed site if we determine, in our discretion, that the site you propose meets our requirements (Section 2.2.1);
3. Review the lease for the Premises. Our acceptance of the lease will not be unreasonably withheld (Section 2.2.2);
4. We will provide you the specifications of the architectural firm that you must use in the development and build-out of your Restaurant (Section 2.4);
5. On-site evaluation of the proposed site for your Restaurant, if we determine that an on-site evaluation is needed (Section 2.5);
6. Lend you our Operations Manual, which contains the standards and specifications for the layout, design, appearance, and equipment for your Restaurant as well as the standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment, and other products used in or offered for sale at your Restaurant (we do not deliver or install any such fixtures, furnishings, equipment, or other items in your Restaurant) (Sections 2.4, 6.1, 6.3, 6.4, 6.5 and 9.1); and
7. Provide you access to our Learning Management System (which we call The Herd) (Section 5.4).

### **Site Selection and Opening. – Franchise Agreement**

You must, at your own expense locate and propose to us potential Premises for your Restaurant and, once we have accepted your proposed Premises, secure them and build and equip the Restaurant at the Premises. You will not make any binding agreements or commitments with respect to any proposed site unless and until we have given you our written notice that we have accepted the Premises as the location for the development and operation of the Restaurant. You will, at your expense, consult with real estate and other professionals that you select unless we designate a supplier for these services, in which case, you will use the services of the designated supplier. We do not typically own or lease the Premises to you.

Within 180 days, you must secure our acceptance and lawfully secure possession of the Premises (the “Possession Deadline”). You will be required to sign and attach the Franchisor Lease Rider to your lease. To secure our acceptance of your proposed Premises, you must submit to us all information and materials that we specify, including a description of the proposed Premises and how they satisfy our site selection guidelines. We will not consider any proposed Premises that you or your owners own or will own unless you and the owner of the proposed site are willing to enter into a lease for the Premises, the terms of which are acceptable to us. As part of our assessment of your proposed Premises, we may also require that you obtain from the owner of the proposed Premises, a letter of intent or other evidence that confirms your favorable prospects for obtaining possession of the proposed Premises if we accept it for your Restaurant. Once we receive all the information we reasonably request, we will, within 4 weeks, notify you of our decision to either decline, accept or accept with conditions the proposed Premises.

If you fail to satisfy the obligations described above by the Possession Deadline, we may terminate the Franchise Agreement unless, prior to the Possession Deadline, (a) we have granted your written, one-time request to extend the Possession Deadline, (b) you have paid to us a non-refundable extension fee in the amount of \$1,000, and (c) you execute a general release and our then-current form of Franchise

Agreement under which you will receive an additional 180 days to locate and secure our acceptance of a location and to secure possession of a location. We will not be required to grant any further extensions.

Prior to executing it, you must request our acceptance of the proposed lease or sublease (in either case, under which you are the proposed tenant) for the Premises. We may condition our acceptance on any factors that we believe to be important for our interests. We will not be required to accept any proposed lease or sublease for the Premises unless, with the landlord's consent, you are able to collaterally assign the lease or sublease to us and unless the proposed lease or sublease contains provisions that we deem acceptable. Once we receive the final proposed lease or sublease, we will, within 10 days, notify you of our decision to either decline, accept or accept with conditions the proposed lease or sublease; however, if we do not accept it within the 10-day period, then it will be deemed not accepted. If we accept the final proposed lease, you must provide us with a signed copy of the lease.

You will do everything required to develop and be prepared to open your Restaurant for regular business as soon as possible but, in no event, later than 12 months after the Effective Date (the "Opening Deadline"). You will not open the Restaurant for business without our written authorization, and you will open for regular business within 5 days following the issuance of our written opening authorization. If you do not open your Restaurant by the Opening Deadline, we may terminate the Franchise Agreement (Franchise Agreement – Section 2.1).

### **Site Selection – Area Development Agreement**

You will assume all responsibility and expense for locating potential sites for the Restaurants you open under the Minimum Performance Schedule, and for each proposed location, will submit to us for acceptance, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasonably require, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. Using our then-current standards, we must approve the location of each site. We may require that you use our designated vendor to assist you in identifying your proposed site. Within 30 days after our receipt of all of the information and materials we request from you, we will accept or reject the proposed site.

### **Our Continuing Obligations**

We have no continuing obligations to you under the Area Development Agreement except to review and, if we determine that they meet our criteria, accept and allow you to enter into a Franchise Agreement for the accepted site (Section 3.3 of the Area Development Agreement).

During the operation of your Restaurant, we or our designee will provide you with the following assistance under the Franchise Agreement (section references are to the Franchise Agreement):

1. As we reasonably determine necessary, visits to and evaluations of the Restaurant and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained (Section 6.5.6);
2. Administration of an advertising fund to promote and benefit all Restaurants in the System, as described below (Section 7.3);
3. Updates we believe to be appropriate to the Operations Manual, including changes to required specifications and updated lists of approved suppliers, which will be provided to you in writing (Section 6.4 and 9.1);
4. Review and approval of proposed advertising materials you wish to use (Section 7.4);

5. Maintenance of a website for the System (Section 7.6);
6. Maintenance of a gift card program (Section 6.5.10);
7. We may periodically set a maximum or minimum price that you will charge for products and services offered by Restaurants (Section 6.11);
8. We may conduct additional or refresher training programs, seminars and other related activities regarding the operation of Restaurants (Section 5.4.3);
9. We may hold annual meetings for all franchisees and other Restaurant operators, which will be used to provide additional training and introduce new products or services (Section 5.5); and
10. We our or designee may audit, examine, or copy all of your books and records at your Restaurant (Section 10.3).

Other than the information described above, we do not assist you with hiring or training your employees, nor do we provide you any support in resolving any operating problems your Restaurant encounters.

## Advertising

**A. MOOYAH® Advertising Fund:** Recognizing the value of uniform marketing, advertising and promotion to the goodwill and public image of the System, our Predecessor established, which we assumed through the Purchase Agreement, a national MOOYAH Advertising Fund (the “MAF”) for the advertising, marketing, and public relations programs and materials we deem appropriate, which will be used nationally, regionally, or locally in our franchise owners’ markets. We or our affiliates or other designees will direct all programs that are developed or presented by the MAF, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The MAF may pay for any activities that we determine are appropriate to promote the MOOYAH brand and MOOYAH Restaurants, including preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining a MOOYAH website and related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns (including search engine, social media, email, and display ad campaigns); developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any evolutions or “next generations” of any such devices, implementing a loyalty program or other marketing programs designed to encourage the patronage of MOOYAH Restaurants; and supporting public relations, market research, and other advertising, promotion, and marketing activities.

Your contributions to the MAF are collected by us and deposited into an advertising fund administered by us. You must pay to us or our designee a weekly advertising fee equal to 3% of Gross Sales of your Restaurant (the “Advertising Fee”), which is deposited into the MAF. Upon 60 days’ advance written notice to you, we may increase the Advertising Fee to a maximum of 4% of Gross Sales (the “Maximum Advertising Expenditure”). Restaurants owned by us contribute to the MAF at the same rate as our franchisees. We do not use MAF contributions to prepare or place advertising that is primarily a solicitation of new franchise sales. We currently maintain and administer all of the Advertising Fees paid by franchisees.

At any time, franchisees may temporarily or permanently increase the advertising fee percentage for either the country or any local market by a 2/3 vote on the basis of one vote for each operating Restaurant, which may require you to pay an Advertising Fee that is greater than the Advertising Fee Cap noted in Item 6. Advertising fees will be payable weekly together with the Royalty Fees and must be paid by electronic funds transfer and are non-refundable. The amount of monies from the MAF allocated to each individual market may vary, depending upon our assessment of the conditions of the market.

We may use the Advertising Fee for activities associated with the administration, maintenance, and creation of the MAF, including reimbursement of the pro rata of the portion of the salaries of our and affiliates' personnel who devote time to the operation and administration of the MAF. We may also use Advertising Fees to reimburse franchisees for the use of third-party delivery service providers. We may spend in any fiscal year an amount greater or less than the total contributions of all Restaurants to the MAF in that year. If any money remains in the MAF at the end of any fiscal year, it will be available to use in succeeding years.

We do not assure you that expenditures by the MAF in or affecting any geographic area will be proportionate or equivalent to the contributions to the MAF by MOOYAH Restaurants in that area, or that any MOOYAH Restaurant will benefit directly or in proportion to its contribution. We are not required to spend any particular amount on advertising in the area in which your Restaurant is located. The MAF was not formed to make a profit. If the MAF has any income, it will be used solely for the collective advertising and promotional benefit of the MOOYAH® brand and the System. Each year, we will prepare a summary of the MAF's collections and activities, and you may obtain a copy of the summary for our most recently completed fiscal year by making a written request to us. We are not required to have the MAF audited.

We will provide you with copies of prepared advertising, marketing and promotional formats, and materials that are suitable for use at MOOYAH® Restaurants. We will provide these items to you at the cost of producing them, payable when the materials are ordered. These payments are non-refundable.

During our last fiscal year ending December ~~31~~<sup>29</sup>, ~~2023~~<sup>2024</sup>, the breakdown of the MAF spend was as follows: ~~42.0~~<sup>45.2</sup>% for production and media; ~~35.4~~<sup>31.6</sup>% for agency and teams; ~~17.2~~<sup>15.3</sup>% for tools and systems; and ~~5.4~~<sup>7.9</sup>% for other uses (including social media, local search engine optimization, email and text programs, website, and loyalty program).

**B. Local Advertising:** In addition to the Advertising Fee set forth above, you are required to spend, on a weekly basis, an amount equal to 1% of Gross Sales on marketing and promotion of your Restaurant in your local marketing area ("Local Advertising"). You will submit to us, within 30 days of our request, advertising expenditure reports accurately reflecting your Local Advertising expenditures, including verification copies of all marketing and any other information that we require.

**C. Advertising Cooperatives:** There are no existing cooperatives at this time. In the future, we may approve of their formation. At the present time, their formation is not required.

**D. New Restaurant Marketing Program:** In addition to the Advertising Fee and expenditures set forth above, you will pay to us an New Restaurant Marketing Program Fee of \$12,000 which will cover the new restaurant marketing program to promote the opening of your Restaurant. The new restaurant marketing program will be provided by us within the first six months following your Restaurant's opening, provided you have complied with payment of the required New Restaurant Marketing Program Fee.

**E. Online Presence:** Online Presence (as defined below) is considered as "advertising" under the Franchise Agreement and is subject (among other things) to our review and prior written approval before any Online Presence. The term "Online Presence" means any website, domain name, email address,

social media platform or account, username, or other online presence or presence on any electronic, virtual, or digital medium of any kind that refers to your Restaurant, Marks, us or the System.

In connection with any Online Presence, the Franchise Agreement provides that you may not establish any Online Presence related to the Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through any Online Presence without our prior written approval. As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only Online Presence will be through one or more web pages that we establish on our Online Presence.

We will have the right to establish any Online Presence providing private and secure communications between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to such Online Presence in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of such Online Presence that you must acknowledge and/or sign.

You are not permitted to promote your Restaurant or use any of the Marks in any manner in connection with any Online Presence, without our prior written consent. If we approve the use of any such Online Presence in the operation of your Restaurant, you will develop and maintain such Online Presence only in accordance with our guidelines, including our guidelines for posting any messages or commentary on other third-party websites or other Online Presence. Unless we specify otherwise, we will own the rights to each such Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Online Presence or help us obtain exclusive rights in such Online Presence. We may conduct collective/national campaigns via any Online Presence on your behalf.

**F. Marketing Advisory Council:** We do not currently have a marketing advisory council and do not intend to establish one in the future.

### **Computer and POS Systems**

You must purchase an entire computing system approved by us to ensure compliance with our System Standards. The system currently consists of software, POS terminals, a POS server, cash drawers, peripheral equipment (including printers), a computer including Microsoft Office, self-order kiosk(s), kitchen video monitors, remote printers, magnetic swipe-card, pin or chip readers, a PCI compliant router, DSL or other high-speed connections, managed security services, firewall, office printer/scanner, related cabling and a maintenance contract.

Your computer system will enable you to collect information about customer orders, sales by designated time periods and inventory. You must transmit sales and other financial data to us electronically not less than once per week. We will also have independent access to the information and data collected and/or generated by your computer. We intend to collect primarily sales and related data from our franchisees on a daily basis. There are no restrictions on our use of this data.

You must purchase all of the above items from an approved vendor. We estimate that the initial cost of the computer system will be ~~\$20,000~~8,000 to ~~\$31,488~~15,000 (see Item 7), depending on many factors, including the number of terminals installed at your Restaurant. You must purchase a subscription for annual support and maintenance of the computer and point-of-sale system from the approved supplier. Under this computer and point-of-sale system subscription, you will pay approximately \$2,600 per year for maintenance, support and updates. You must also purchase a separate annual subscription for database management services for approximately ~~\$120~~271 to ~~\$180~~510 per month. The first year of your costs for the POS support and maintenance and database management services subscriptions are included in your

initial investment estimate provided in Item 7. We have no contractual obligation to provide ongoing maintenance, repairs, upgrades, or updates to the computer system.

We may require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for your computer system. You must implement such changes to the computer system within six months after receiving notice from us. There are no contractual limitations on the frequency and cost of this obligation.

As described in Item 6, you will pay us a monthly Technology and Support Fee for the right to use certain technology that we mandate and make available for use in the operation of your Restaurant from time to time. We may change the amount of the Technology and Support Fee periodically (currently, \$200 per month) upon prior notice to you.

### **Confidential Operations Manuals**

To facilitate the training and guidance we provide and to assist you in developing and operating your Restaurant, we will provide you with access to a manual or series of manuals and other written communications for your use solely in developing and operating your Restaurant pursuant to and in compliance with the Franchise Agreement (the "Operations Manual"). The Operations Manual contains both the System Standards and suggested information on specifications, standards and operating procedures for the development and operation of Restaurants. We will issue you a copy of the Operations Manual in either electronic or paper form when you arrive for training. The current Operations Manual consists of ~~77~~76 pages and its table of contents is attached to this Disclosure Document as Exhibit I.

We may modify the Operations Manual unilaterally under any condition and to any extent which we consider necessary to meet competition, protect trademarks, service marks, copyrights, or trade names, or improve the quality of the product or service provided by Restaurants, if modifications are applicable to all franchisees. Any amendment to the Operations Manual will not unilaterally alter the fundamental rights and obligations created by the Franchise Agreement and this Disclosure Document.

### **Training Programs**

Not later than 30 days prior to the opening of your Restaurant, a minimum of 2 trainees (including you, or if you are a legal entity, at least one of your owners), and in our discretion, a maximum of 3 trainees (including you or, if you are a legal entity, at least 1 of your owners and two of your operations personnel we approve), must complete our initial training program to our satisfaction and receive our training certification, including classroom and virtual training and training in an operating a MOOYAH Restaurant at such location(s) as may be designated by us. All individuals required to complete training to our satisfaction must have a minimum of 3 years of restaurant management experience and have successfully completed ServSafe's Manager certification program. If you request that we provide our initial training program to any additional trainees, you will pay our then-current, per person training fee for each additional trainee. You will be responsible for any and all expenses incurred by you, your General Manager and your other personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and applicable wages.

We offer classroom training and on-the-job training at our headquarters (currently, Plano, Texas) and/or at a Restaurant located in close proximity to our headquarters or at a MOOYAH Restaurant (which may be a franchised Restaurant) that we designate. We may periodically modify the training courses. Training classes are not held on a regular schedule. We will schedule the program based on your and our availability and the projected opening date for your Restaurant. The training program uses the Operations Manual, a learning management system (The Herd), a course workbook, and other written materials as training materials. If you fail to complete the training program to our satisfaction, we may dismiss you from the training program, terminate your Franchise Agreement and refund 1/2 of your Initial Franchise

Fee. If more than 1 individual signs the Franchise Agreement, any one of the individuals who fails the training program may be dismissed from the training program, removed from the Franchise Agreement and no portion of the Initial Franchise Fee will be refunded. Any Manager of the Restaurant, or their equivalents required to attend the training program, will also be required to successfully complete the training program to our satisfaction.

We maintain a formal training staff. Training is currently overseen by our Vice President of Ops Services and Development, Gary Lisenbee. Mr. Lisenbee began with us in March 2023 and has over ~~21~~22 years of experience in the subject matter being taught. All Restaurant trainers must successfully complete the training program themselves and receive instruction in training methods. If you are designated to complete training at a franchised MOOYAH Restaurant, we require that franchisees who conduct training have at least 3 years of restaurant operations and management experience and have operated and managed a MOOYAH Restaurant for at least 1 year.

As of the date of this Disclosure Document, we provide the following Initial Training:

### TRAINING PROGRAM<sup>(1)</sup>

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Expectations of Training and Schedule	1 hour	0 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
MOOYAH Culture	2 hours	75 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Basic Sanitation and Food Safety	1 hour	20 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Hourly Station Training	1 hour	10 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
The Guest Experience	2 hours	8 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Compliance	1 hour	2 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Sanitation, Cleanliness, Chemicals	1 hour	4 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Food Preparation and Delivery	1 hours	8 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Safety and Security	2 hours	6 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Building and Equipment Start-up and Maintenance	0 hours	4 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Human Resources	1 hour	1 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Restaurant Marketing and Community Relations	3 hours	0 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Purchasing and Production	2 hours	5 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Food Financial Controls	2 hours	6 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Shift Management	2 hours	8 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Situational Leadership	2 hours	0 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
Restaurant Management Systems	2 hours	6 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
POS and Data Management System	0 hour	9 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Reviews and Final Examination	0 hours	3 hours	At our headquarters and/or a Restaurant in or around Dallas, Texas or at another Restaurant designated by us, or at a location to complete training virtually
<b>TOTAL TRAINING HOURS</b>	<b>26 hours</b>	<b>175 hours</b>	

<sup>1</sup> Some subjects in the above table may be covered simultaneously.

We may hold periodic refresher training programs or an annual meeting of our franchisees. If we choose to hold these programs, we may designate that attendance at any training program or meeting is mandatory for you and/or your Restaurant personnel. While we will not be prohibited from doing so, we do not currently anticipate charging a fee for training programs or franchisee meetings, but you must pay all expenses you and your attendees incur while attending these programs, including travel, lodging, meals and applicable wages.

## **ITEM 12** **TERRITORY**

### **Franchise Agreement**

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.

You will operate the Restaurant only at a specific location. There are no minimum territorial boundaries granted to you. You must obtain permission from us to relocate. If your lease for the Premises terminates without your fault, or if the Premises are damaged, condemned or otherwise unusable, or if in your and our reasonable judgment there is a change in the character of the location of the Restaurant sufficiently detrimental to its business potential to warrant its relocation, we will grant permission to you for relocation of the Restaurant.

We retain the exclusive, unrestricted right to produce, distribute, and sell products under the MOOYAH® name or other mark, directly and indirectly, through our employees, representatives, licensees, assigns, agents, and others, at wholesale, retail, and otherwise, at any location or by any method of distribution such as the internet, catalog sales, telemarketing, or other direct marketing sales without restriction by any right you may have, and without regard to the location of other Restaurants. You may not solicit customers outside of your Restaurant, and you may not use methods of distribution, including the Internet, catalog sales, telemarketing, and other direct marketing, to solicit or accept orders from consumers. You will not receive any compensation from us in connection with any production, distribution or sales described in this paragraph. Except as described in Item 1 of this Disclosure Document, neither we nor any of our affiliates operate, franchise, or plan to operate or franchise, a business under a different trademark that will sell goods or services similar to those of your Restaurant.

There is no mechanism for resolving any conflicts that may arise between franchised or company-owned Restaurants that operate under the Marks (including your Restaurant) or any of those coffee shops that operate under the DUNN BROTHERS COFFEE® trademarks or those restaurants that operate under the RUSTY TACO® trademarks. Any resolution of conflicts regarding location, customers, support, or services will be entirely within your and our business judgment. While we do not anticipate conflicts

arising between franchisees of different brands, we and our affiliates will analyze any future conflict and take action (if any) that we deem appropriate.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

### **Area Development Agreement**

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. However, except as described below, during the term of the Area Development Agreement, we and our affiliates will not operate or grant a franchise for the operation of Restaurants to be located within the Protected Area so long as you are in full compliance with all of the terms and conditions of the Area Development Agreement and all of the Franchise Agreements signed under it.

Under the Area Development Agreement, we grant you the right to acquire franchises to develop and operate the number of Restaurants in the Protected Area that is specified in the Minimum Performance Schedule, which is an exhibit to the Area Development Agreement. The Protected Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality. The actual size and configuration of the Protected Area, which you and we will agree on prior to your execution of the Area Development Agreement, will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population and market conditions. Our designation of a particular Protected Area is not an assurance or warranty that there are a sufficient number of suitable sites for Restaurants in the Protected Area for you to meet your Minimum Performance Schedule. Using our then-current standards, we must approve the location of each site. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites which do not meet our criteria so you can meet the Minimum Performance Schedule.

Your territorial rights to the Protected Area may, in our discretion, include the right to develop Restaurants at any non-traditional sites (such as mall food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events) (“Non-Traditional Sites”).

Except as expressly limited by the Area Development Agreement, we and our affiliates retain all rights with respect to Restaurants, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant other the right to produce, offer and sell the products offered at Restaurants and any other goods through similar or dissimilar channels of distribution (such as via the Internet, catalog sales, telemarketing, or other direct marketing sales), both within and outside the Protected Area, under trade and service marks other than the Marks and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Restaurants located outside the Protected Area under any terms and conditions we deem appropriate and regardless of proximity to your Restaurants; (c) to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Protected Area under any terms and conditions we deem appropriate; and (d) the right to acquire and operate a business operating one or more Restaurants or food service businesses located or operating in your Protected Area.

You will have no right, and we will have no obligation, to renew or extend the Area Development Agreement; however, if you satisfy the obligations of the Minimum Performance Schedule and are in compliance with all Franchise Agreements executed pursuant to the Area Development Agreement, we will, at your request and in good faith, negotiate a new Area Development Agreement with you. You must deliver your request to us, in writing, prior to expiration of the term of the Area Development Agreement. Should you fail to do so or should you and we not be able to agree on a new Area

Development Agreement within 10 days after expiration of this Agreement, you will have no further rights to the under the Area Development Agreement or Protected Area.

To maintain your rights under the Area Development Agreement you must have open and in operation the cumulative number of Restaurants stated on the Minimum Performance Schedule by the dates agreed upon in the Minimum Performance Schedule. Failure to do so will be grounds for either a loss of Protected Area or a termination of the Area Development Agreement.

In addition, upon completion of the Minimum Performance Schedule, your rights under the Area Development Agreement with respect to the Protected Area will expire and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Protected Area. The Protected Area may not be altered unless we and you mutually agree to do so. There are no minimum sales goals, market penetration or other contingency that you must meet to keep your Protected Area, except that you must meet your Minimum Performance Schedule.

### **ITEM 13 TRADEMARKS**

The Franchise Agreement grants you the non-exclusive right and license to use the Marks, as well as other trademarks, service marks and commercial symbols we authorize in the development and operation of your Restaurant. The Area Development Agreement does not grant you the right to use the Marks. The following is a list of the primary Marks we may authorize you to use. Each is registered on the Principal Register maintained by the United States Patent and Trademark Office (“USPTO”). In April 2017, MOOYAH Parent acquired from our Predecessor the ownership of the Marks, including the following principal marks you will be authorized from time to time to use to identify your Restaurant.

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
MOOYAH Burgers and Fries	February 12, 2008	3,383,297
MOOYAH	March 24, 2009	3,595,572

All required affidavits and renewals have been filed. There are no effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court in the United States concerning the Marks. There is no pending infringement, opposition, or cancellation action in the United States. There is no pending material litigation involving the Marks in the United States.

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 agreements currently in effect which significantly limit our rights to use or license the use of any mark in a manner material to the franchise. We are not aware of any superior right or infringing uses that could materially affect your use of the Marks.

As noted, MOOYAH Parent acquired the Marks from our Predecessor in April 2017. We entered into a License Agreement with MOOYAH Parent, dated May 22, 2017, which grants us the right to use and sublicense to our franchisees the right to use the Marks. The term of the License Agreement is for 99 years unless either party gives notice of termination before the end of such term. If the License Agreement expires or is terminated while your Franchise Agreement is in effect, you will be allowed to continue to use the Marks until your Franchise Agreement expires or is terminated.

You and your owners will agree to take no action that would prejudice or interfere with the validity of our or MOOYAH Parent's rights with respect to the Marks. You will not have any right, title, or interest in or to any of the Marks or any other service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System for the operation of your Restaurant and only at or from the Premises or in approved advertising related to your Restaurant.

Any and all goodwill arising from your use of the Marks and the System will be solely and exclusively to our and our affiliates' benefit, and upon expiration or termination of the Franchise Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the Marks.

Any unauthorized use of the Marks is an infringement of our and our affiliates' rights in the Marks and a material event of default of the Franchise Agreement. You will provide us with all assignments, affidavits, documents, information, and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks.

If, in our discretion, we determine it to be necessary or appropriate for MOOYAH Restaurants to discontinue use of any Mark, to use a modified version of a Mark, or to begin using a new Mark, then you will, at your expense, immediately comply with our instructions to do so. You waive any claim arising from or relating to any Mark change, modification, substitution, or discontinuance. You will not commence or join in any litigation or other proceeding against us for any of these expenses, losses, or damages.

Unless otherwise authorized or required by us, you will operate and advertise your Restaurant only under the name "MOOYAH" without prefix or suffix. You will not use the Marks as part of your corporate or other legal name and will obtain our approval of a trade name or "d/b/a" prior to filing it with the applicable state authority.

You will identify and refer to yourself as the independent owner of your Restaurant, including on business forms as well as the display of a notice in such content and form and at such prominent locations on the premises of your Restaurant as we may designate in writing.

You will not use the Marks to incur any obligation or indebtedness on our behalf. All contracts must be signed using your legal name and, if appropriate, the phrase "d/b/a MOOYAH." You must not sign or appear in any contract using the symbol "MOOYAH".

You will comply with applicable law and our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

You must notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark, of any claim by any person of any rights in any Mark, and you and your owners will not communicate with any person other than us, our counsel, and your counsel in connection with any such infringement, challenge, or claim. We will have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation, or other proceeding, including in connection with the U.S. Patent and Trademark Office arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. You will execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages, and reasonable expenses for which you are held liable in

any proceeding arising out of your use of any of the Marks (including settlement amounts) in strict compliance with this Agreement.

#### **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not hold or license to you any patents that are material to the franchise, nor do we have any pending patent applications that are material to the franchise. We and/or our affiliates claim copyrights in the Operations Manual (which contains our trade secrets), handbooks, all websites, advertising and marketing materials, all or part of the Marks, and other portions of the System and other similar materials used in operating Restaurants. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your Restaurant (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the United States Copyright Office (Library of Congress) or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the Confidential Information (defined below) or copyrighted materials. We know of no infringing uses of our copyrights which could materially affect your using the copyrighted materials in any state. We need not protect or defend our copyrights, although we intend to do so if we determine that it is in the System's best interests. We may control any action involving the copyrights, even if you voluntarily bring the matter to our attention. We need not participate in your defense nor indemnify you for damages or expenses in a proceeding involving a copyright.

Our Operations Manual and other materials contain our and our affiliates' confidential information (some of which constitutes trade secrets under applicable law) (the "Confidential Information"), relating to developing and operating MOOYAH Restaurants, whether or not marked confidential, including (without limitation):

- (a) site selection criteria and site development methods;
- (b) training manuals (including the Operations Manual) and other proprietary information related to the operation of MOOYAH Restaurants, including, without limitation, recipes, formulas, preparation methods, and serving techniques;
- (c) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating Restaurants;
- (d) information regarding potential marketing, advertising and promotional programs and strategies related to the System, and analyses of the performance and results of such programs once implemented;
- (e) knowledge of specifications for, and suppliers of, equipment and other products and supplies used in the operation of Restaurants;
- (f) any computer software or similar technology which is proprietary to us, our affiliates, or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- (g) knowledge of the operating results and financial performance of Restaurants (including your Restaurant); and

(h) information generated by, or used or developed in, your Restaurant's operation, including information relating to customers such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information, and related information, and any other information contained in any computer system.

All Confidential Information will be owned by us. You will not acquire any interest in any of our Confidential Information, other than the right to use it as we specify in operating your Restaurant. Our Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you must protect it.

You must (i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Restaurant, and not for any other purpose of any kind; (ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and System Standards we establish; (iii) keep confidential and not disclose, sell, distribute, or trade our Confidential Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in operating your Restaurant; (iv) not make unauthorized copies of any of our Confidential Information; (v) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information; and (vi) at our request, destroy or return any of the Confidential Information.

You must protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature and with no less than reasonable care, including by establishing reasonable security and access measures.

We are the sole owner of all right, title, and interest in and to the System and any Confidential Information. All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "Innovations") made or created by you, your employees, or your contractors, whether developed separately or in conjunction with us, will be owned solely by us. You must assign, all right, title and interest in and to such Innovations to us. To that end, you must execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof.

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

You do not personally have to participate in the operation of your Restaurant, but you must attend and satisfactorily complete our training program. You must also send your managers to our training program. We require that your Restaurant be under the direct, on-site supervision of a General Manager who has successfully completed our training program and who has been approved by us. Even if you choose to employ a General Manager to supervise your Restaurant, we strongly recommend you personally devote a substantial amount of time to the Restaurant and you must still make sure that the Restaurant is operated according to our System Standards, the Operations Manual and the terms of your Franchise Agreement. We do not require that your General Manager have an ownership interest in your Restaurant. If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 30 days after the General Manager stops serving or no longer meets the requirements, and the new General Manager must meet the same requirements.

You must sign the Franchise Agreement personally, meaning you are personally liable for the obligations of the franchisee under the Franchise Agreement. If more than one individual signs the Franchise Agreement, “you” refers to each individual. You are each personally jointly and severally liable for all of the obligations to us. If you satisfy certain requirements, you may assign your right to operate the Restaurant (but not the Franchise Agreement), to a corporate entity you control, but all of the owners of the corporate entity must guarantee the entity’s performance in writing. We will not release you from liability under the Franchise Agreement.

We may require each of your owners to execute and bind themselves to confidentiality and non-competition covenants that we approve. We may also require you, your owners, and the spouse of each such person, to jointly, severally and personally guaranty and assume your obligations under the Franchise Agreement pursuant to the Guaranty and Assumption of Obligations which is attached as Exhibit B of the Franchise Agreement.

#### **ITEM 16** **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must operate the Restaurant in strict compliance with all required methods, procedures, policies, standards and specifications, including the System Standards and the Operations Manual and in other writings we issue. You must use the Restaurant premises only for the operation of a Restaurant and you may not operate any other business at or from the location without our prior written consent. You must offer and sell only those goods and services we have approved.

You must offer all goods and services we designate as required for all franchisees. The Operations Manual states you must at a minimum offer the basic MOOYAH® menu. We must approve additional menu items. We may authorize tests of new products or services at company or affiliate owned or franchised restaurants. Based upon the results of these tests, we may make changes in our menu. We may designate additional required or optional goods and services in the future and to withdraw any of our previous approvals. There are no limits on our right to do so. You must comply with our new requirements. We may also designate some goods and services as optional programs for qualified franchisees. To offer optional goods or services, you must be in compliance with your Franchise Agreement and the Operations Manual and meet any additional requirements we may have for the program, including state or local licenses, training, marketing, and insurance. The Operations Manual and other written or electronic materials we distribute contain written lists and requirements for optional programs. You may have to sign a license or sublicense with a third party providing these goods and/or services.

We do not limit you to certain customers or to whom you may offer goods and services, but you may not sell any goods or services to another vendor for resale without our consent. You may not offer goods or services except from your approved location without our prior written consent.

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

<b>Provision</b>	<b>Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)</b>	<b>Summary</b>
a. Length of the franchise term	FA – Section 3.1  MUOA – Section 5	Term is 10 years.  The earlier of the date on which the last Restaurant opened or was required to be open under your Minimum Performance Schedule.
b. Renewal or extension of the term	FA – Section 3.2  MUOA – Section 4	Two additional 10-year terms. We have the right to refuse to renew if you are not in full compliance.  After all Restaurants have been developed, we will negotiate in good faith another Area Development Agreement.
c. Requirements for franchisee to renew or extend	FA – Section 3.2          MUOA – Section 4	You must give us written notice of your intent to renew; update or upgrade your Restaurant; not be in default; pay all money owed; retain right to Restaurant premises; pay us a renewal fee equal to \$5,000; sign general release; comply with then-current qualifications and training requirements.  You may be asked to sign a contract with materially different terms and conditions than your original contract, but the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees.  You have no right to renewal, but should you be in compliance with all Franchise Agreements executed pursuant to the Area Development Agreement, we will in good faith, negotiate a new Area Development Agreement.
d. Termination by franchisee	FA – Not applicable  MUOA – Not applicable	You may terminate on any grounds available by law.  You may terminate on any grounds available by law.
e. Termination by franchisor without cause	FA - Not Applicable  MUOA – Not Applicable	

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
f. Termination by franchisor with “cause”	<p>FA – Section 16</p> <p>MUOA – Section 7</p>	<p>Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination of the Franchise Agreement or Area Development Agreement.</p> <p>We can terminate the Area Development Agreement or Franchise Agreement if you commit any one of several listed violations.</p>
g. “Cause” defined – curable defaults	<p>FA – Sections 16.1, 16.2 and 16.3</p> <p>MUOA – Section 7</p>	<p>We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within 5 days after notice (or longer period required), fail to obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within 5 days after a request, fail to obtain and maintain required insurance within 10 days after notice, if you cease to operate your Restaurant for 3 consecutive days, if you or anyone bound by the Franchise Agreement breach the covenants contained therein, and do not cure that breach within 30 days, if you fail to propose a qualified replacement or successor of a General Manager upon 10 days written-notice, if you misuse the Marks and do not cure within 24 hours of receiving notice or any other violation of the Franchise Agreement which you are given notice and do not cure within 30 days.</p> <p>If you default on any payment made under any agreement with us and do not cure such default within 5 days after written notice; if you fail to furnish reports, financial statements, tax returns, or any other documentation and do not correct such failure within 10 days following notice; we provide written notice of your failure on (a) 3 or more separate occasions within any 12 consecutive month period, or (b) on 2 or more separate occasions within 6 months to comply with any agreement you have with us or our affiliates.</p>

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
h. “Cause” defined – non-curable defaults	<p>FA – Sections 16.1 and 16.3</p> <p>MUOA – Section 7</p>	<p>We may terminate you for cause if you fail to cure certain defaults, including: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to find an accepted location within time required and are not granted an extension, fail to remodel when required, fail to open Restaurant when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Restaurant premises, are convicted of a felony or other crime or otherwise engage in conduct that may have an adverse effect on the System or Marks, transfer any interest without our consent, required license permit is revoked, or maintain false books or records. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.</p> <p>Failure to meet your Minimum Performance Schedule; failure to comply with applicable laws; if you threaten to or abandon your development rights; unauthorized transfer; if you become financially unable to meet your development rights with us; you make a material misrepresentation to us; conviction by you or your owners of an indictable offense; bankruptcy or insolvency; if you default of your performance of any obligation under the Franchise Agreement with us (this is a cross-default provision).</p>
i. Franchisee’s obligations on termination/ nonrenewal	<p>FA – Section 17</p> <p>MUOA – Section 8</p>	<p>Obligations include: You must stop operating the Restaurant and using the Marks and System and completely de-identify the business, pay all amounts due to us or our affiliates, return the Operations Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages (if applicable), and at our option, sell or assign to us your rights in the Restaurant premises and the equipment and fixtures used in the business.</p> <p>You must immediately cease any efforts related to your development rights; return all forms or other related documents; and pay all amounts owed.</p>

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
j. Assignment of contract by franchisor	FA – Section 13.1  MUOA – Section 9.9	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction.  No restriction on our right to assign.
k. “Transfer” by franchisee – defined	FA – Section 13.2.1  MUOA – Section 9	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if you are not a natural person).  Includes transfer of any interest in the Area Development Agreement.
l. Franchisor approval of transfer by franchisee	FA – Section 13.2.2  MUOA – Section 9	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.  We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA – Section 13.2.2  MUOA – Section 9	Conditions may include: You must pay all amounts due us or our affiliates, not otherwise be in default of the Franchise Agreement, sign a general release, and pay a transfer fee. Transferee must meet our criteria, complete training to our satisfaction and sign current Franchise Agreement.  Conditions may include: You must be in compliance with all obligations under any agreement with us; all of your or your affiliates’ debts must be paid; the new transferee meets our requirements; transferee executes our form Area Development Agreement; you and/or the transferring owners execute a general release; you or transferee pay to us \$20,000.
n. Franchisor’s right of first refusal to acquire franchisee’s business	FA – Section 13.4  MUOA – Not applicable	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Franchisor’s option to purchase franchisee’s business	FA – Section 17.12  MUOA – Section 9.5	Upon termination or expiration of the Franchise Agreement, we have the right to purchase certain assets of the Restaurant.  We have the right to match the offer to purchase your Restaurants in the event you receive an offer from a third party.

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
p. Death or disability of franchisee	<p>FA – Section 13.5</p> <p>MUOA – Section 9.4</p>	<p>If you or another owner holding a controlling interest who is a natural person, on death or permanent disability, distributee must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or within six months after notice of permanent disability.</p> <p>Interest must be transferred to an approved party within 12 months.</p>
q. Non-competition covenants during the term of the franchise	<p>FA – Section 9.3.1; 9.4.2</p> <p>MUOA – Section 10</p>	<p>If you breach you must pay \$30,000 for each Competitive Business you are associated with, plus 6% of Gross Sales of such location for as long as you are in violation of our non-competition provisions. You may not disclose any confidential or proprietary information to any unauthorized person, or we may seek an injunction, damages or bother, subject to state law.</p> <p>You will not divert or attempt to divert any business from a Restaurant to a Competitive Business or own, maintain, advise, invest in, make loans to, or be employed by a Competitive Business, subject to state law.</p> <p>“Competitive Business” means any quick-service or fast casual restaurant in which either (a) hamburgers account for at least 10% of the restaurant’s gross sales derived from the sale of all food items (excluding beverages) during any calendar month, or (b) the advertised selling prices of all hamburgers, fries and shakes offered for sale at or from the restaurant, in the aggregate, equal to or exceeding 10% of the total of the advertised selling prices of all food and beverage menu items (excluding alcohol) offered for sale at or from the restaurant.</p>

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
r. Non-competition covenants after the franchise is terminated or expires	FA – Section 9.3.2 MUOA – Section 10	You and your owners will not, for 2 years, engage in any Competitive Business which is located within 5 miles of an existing Restaurant, including any former locations within 1 year (no territorial or exclusive rights are implied), subject to state law.
s. Modification of the agreement	FA – Section 18.2 MUOA – Section 16	The Franchise Agreement may not be modified unless mutually agreed to in writing, but the Operations Manual is subject to change. No modifications except by mutual agreement of the parties.
t. Integration/merger clause	FA – Section 18.2 MUOA – Section <del>15</del> <u>16</u>	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA – Section 18.6 MUOA – Section 17	We and you must arbitrate all disputes within 50 miles of our (or our successor's or assign's) then current place of business (currently Plano, Texas), subject to state law. All claims must be submitted for binding arbitration to the American Arbitration Association, subject to state law.

Provision	Section in Franchise Agreement (FA) and Area Development Agreement (MUOA)	Summary
v. Choice of forum	FA – Section 18.7 / MUOA – Section 17	Must be held within 50 miles of our (or our successor’s or assign’s) then current place of business (currently Plano, Texas), subject to state law. The agreements allow us to bring an action for injunctive relief in any court having jurisdiction if you breach the provisions of the agreements concerning use of the Marks (under the FA), confidentiality, or the covenants not to compete.
w. Choice of law	FA – Section 18.7 / MUOA – Section 17	The state where we maintain our (or our successor’s or assign’s) place of business (currently, Texas), except the United States Arbitration Act governs the arbitration provisions, subject to state law.

**ITEM 18**  
**PUBLIC FIGURES**

We do not use any public figure to promote the franchise.

You do not have the right to use the name of a public figure in your promotional efforts or advertising without prior written approval from us.

**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 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 performance at a particular location or under particular circumstances.

**Definitions**

As used in this Item 19, the following terms have the meanings given them below:

- “~~2022~~2023 Measurement Period” means the 52-week period beginning ~~on~~ January ~~3~~2, ~~2022~~2023 and ending ~~on~~ January ~~1~~December 31, 2023.
- “~~2023~~2024 Measurement Period” means the 52-week period beginning January ~~2~~1, ~~2023~~2024 and ending December ~~31~~29, ~~2023~~2024.
- “Costs of Goods Sold” are the amounts, as reported by the franchisee, spent to purchase and have delivered to the Restaurant: (i) the products, inventory and ingredients necessary to prepare the food and beverage items offered for sale in the Restaurant, and (ii) the paper products and inventory used in delivering food and beverage products to the Restaurant’s customers, including napkins, paper bags, cups and straws, liners, food containers, and plastic utensils.

- “Gross Sales” means all sales, revenues, charges, and receipts generated from, or attributed to, your Restaurant, whether from cash, check, credit or debit card, barter exchange, trade credit or other credit transactions, but exclusive of Sales Tax and any refunds made for a Restaurant’s customers. “Sales Tax” includes, but is not limited to, sales or use tax, goods and services tax, gross receipts tax, excise tax or other similar tax collected by the franchisee from the franchisee’s customers and paid to the appropriate taxing authority. Payments by gift certificate, gift card or similar programs are included in Gross Sales when the gift certificate, gift card or similar item is redeemed. Gross Sales also includes all insurance proceeds the franchisee received for loss or interruption of business due to a casualty or similar event at the Restaurant. This definition is the same definition for “Gross Sales” that is used in the Franchise Agreement and that will serve as the basis for your calculation of royalty and certain other fees.
- “Gross Profits” means Total Food & Beverage Sales less Costs of Goods Sold.
- “Labor Costs” are the amounts, as reported by the franchisee, spent on restaurant wages (salaried & hourly), bonuses, payroll taxes, payroll fees, benefits (insurance, 401k, vacation, etc.), and other employee-related labor expenses. This does not include owner-operator salary.
- “Gross Profits Less Labor” means Gross Profits less Labor Costs.
- “Net Sales” means Gross Sales minus promotional discounts, including employee meal discounts and complimentary meals, the amounts of which may be recommended by us, but which are ultimately determined by each individual franchisee.
- “Non-Traditional Site” means Restaurants that operate at non-traditional sites (such as mall food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, festivals, fairs, military bases, and other mass gathering locations or events).
- “Total Food & Beverage Sales” means the portion of the Restaurant’s revenue that was attributed to the sale of food and beverage products at the Restaurant, as reported by the franchisee. Total Food & Beverage Sales excludes any sales tax collected by the franchisee from the franchisee’s customers and paid to the appropriate taxing authority, but it does not exclude discounts provided by the franchisee to the customer or employee; as a result, the Total Food & Beverage Sales are not the same as Gross Sales or Net Sales, and are not the amount on which you would pay royalties, brand fund contributions or other fees that are based on Gross Sales (as defined above and in the franchise agreement).

### **Data Sets and Methodology**

As of December ~~31~~<sup>29</sup>, ~~2023~~<sup>2024</sup>, there were a total of ~~75~~<sup>74</sup> Restaurants in operation in the United States, and ~~74~~<sup>71</sup> of them were owned and operated by third-party franchisees. Of the ~~74~~<sup>71</sup> franchised Restaurants, ~~two~~<sup>three</sup> (~~2~~<sup>3</sup>) operated at a Non-Traditional Site, ~~five~~<sup>and three</sup> (~~5~~<sup>3</sup>) Restaurants opened, ~~and two (2) were temporarily closed~~ during the ~~2023~~<sup>2024</sup> Measurement Period. The remaining 65 Restaurants make up the “Complete Set” of franchised Restaurants that operated standard Restaurants during the entirety of the ~~2023~~<sup>2024</sup> Measurement Period. The results shown in Part A below are the results of the Complete Set of 65 Restaurants owned and operated by third-party franchisees.

Of the 65 franchised Restaurants that make up the Complete Set, ~~62~~<sup>60</sup> Restaurants operated for the entire ~~2022 and~~ ~~2023~~ ~~and~~ ~~2024~~ Measurement Periods (the “Comparison Set”). The results shown in Part B below are the results of the Comparison Set of ~~62~~<sup>60</sup> Restaurants owned and operated by third-party franchisees.

Of the 65 franchised restaurants that make up the Complete Set, ~~35~~34 franchised Restaurants also reported to us their Costs of Goods Sold and Labor Costs for the ~~2023~~2024 Measurement Period. Those data points for the ~~35~~34 franchised Restaurants who reported them are set forth in Part C below.

In each instance in which we show an average of a category (for example, Gross Sales, Net Sales, Costs of Goods Sold), we calculated the average by adding the total amount of that same category for either the ~~2022 or~~ 2023 or 2024 Measurement Period (as applicable) as reported by all Restaurants in the group, then divided those numbers by the number of Restaurants in the group. In each instance in which we show an average, we also show the range of the data points and the median data point. The range is the space between the lowest and highest points in the data set. The median is the middle data point; that is, the data point in the center of all data points. Where the number of data points is an even number, there is no middle data point, so the median is the average of the two middle data points.

The data presented in the charts in Part A and Part B below is data we obtained by polling the information directly from the franchisees' point-of-sale systems. The data presented in the charts in Part C below were reported to us by the franchisees of the reporting Restaurants. In all cases, the data used was the franchisees' data. Neither we nor our affiliates have undertaken an independent investigation to verify the data that we polled from the franchisees' point-of-sale systems or that was provided to us by the reporting franchisees.

Because the numbers of Restaurants that comprise the data sets reported in Parts A, B, and C below are different and are sorted by different criteria, the Restaurant numbers indicated in the charts in each Part do not correlate to or match the Restaurant numbers in the charts in the other Parts. Moreover, as described in further detail above in the Definitions section, Gross Sales, Net Sales, and Total Food & Beverage Sales are calculated differently for the same Restaurant. As a result, Parts A, B and C should be read independently of each other.

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**Part A: Averages for ~~2023~~2024 Measurement Period**

The chart below provides, for the Complete Set, the average Gross Sales, and average Net Sales for the ~~2023~~2024 Measurement Period.

	<del>2023</del> 2024 Gross Sales	<del>2023</del> 2024 Net Sales
<b>Average</b>	\$ <del>1,011,974</del> 1,088,393	\$ <del>969,386</del> 1,033,882
<b>Number/Percentage that Met or Exceeded the Average</b>	31 / 47.0%	<del>32</del> 30 / <del>48.5</del> 45.5%
<b>Median</b>	\$ <del>1,004,165</del> 1,056,153	\$ <del>961,991</del> 1,009,367
<b>Range</b>	\$ <del>295,677</del> 329,205 to \$ <del>1,946,453</del> 2,193,815	\$ <del>287,244</del> 322,298 to \$ <del>1,871,201</del> 2,092,151

**Part B: Comparison of Results for ~~2022 and~~2023 and 2024**

We have also compared the results of ~~2022 and~~2023 and 2024 of the Restaurants that operated for the entirety of both Measurement Periods.

The charts below show the data for four (4) groups of Restaurants. We sorted the Comparison Set into 4 quartiles, ~~the first two~~each quartiles having 15 Restaurants ~~and the last two having 16 Restaurants~~, ranked (highest to lowest) by the amount of Net Sales reported by the Restaurants for the ~~2023~~2024 Measurement Period. In each case, we show results for the ~~2023~~2024 Measurement Period and the results for the same Restaurants for the ~~2022~~2023 Measurement Period (calculated in the same manner as the ~~2023~~2024 Measurement Period) so that the differences between the four measurement periods can be shown.

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**Part B: Top Quartile of Comparison Set (15 Restaurants):**

Restaurant No.	<del>2022</del> <u>2023</u> Gross Sales	<del>2023</del> <u>2024</u> Gross Sales	Year over Year % Increase or Decrease ( <del>2022 to 2023</del> <u>to</u> <u>2024</u> )	<del>2022</del> <u>2023</u> Net Sales	<del>2023</del> <u>2024</u> Net Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> <u>2023 to 2024</u> )
1	<del>\$1,740,036</del> <u>1,946,453</u>	<del>\$1,946,453</del> <u>2,193,815</u>	<del>-11.9</del> <u>12.7</u> %	<del>\$1,674,228</del> <u>1,871,201</u>	<del>\$1,871,201</del> <u>2,092,151</u>	11.8%
2	<del>\$1,745,426</del> <u>1,745,925</u>	<del>\$1,745,925</del> <u>1,745,105</u>	0.0%	<del>\$1,713,912</del> <u>1,711,259</u>	<del>\$1,711,259</del> <u>1,705,821</u>	<del>-0.2</del> <u>-0.3</u> %
3	<del>\$1,747,272</del> <u>1,648,231</u>	<del>\$1,714,382</del> <u>1,756,147</u>	<del>-1.9</del> <u>6.5</u> %	<del>\$1,673,098</del> <u>1,553,322</u>	<del>\$1,636,705</del> <u>1,641,592</u>	<del>-2.2</del> <u>5.7</u> %
4	<del>\$1,629,810</del> <u>1,708,079</u>	<del>\$1,655,199</del> <u>1,757,848</u>	<del>1.6</del> <u>2.9</u> %	<del>\$1,578,716</del> <u>1,587,570</u>	<del>\$1,603,612</del> <u>1,635,438</u>	<del>1.6</del> <u>3.0</u> %
5	<del>\$1,627,156</del> <u>1,655,199</u>	<del>\$1,708,079</del> <u>1,670,710</u>	<del>5.0</del> <u>0.9</u> %	<del>\$1,504,731</del> <u>1,603,612</u>	<del>\$1,587,570</del> <u>1,612,228</u>	<del>5.5</del> <u>0.5</u> %
6	<del>\$1,759,006</del> <u>1,714,382</u>	<del>\$1,655,114</del> <u>1,636,159</u>	<del>-5.9</del> <u>-4.6</u> %	<del>\$1,674,881</del> <u>1,636,705</u>	<del>\$1,569,068</del> <u>1,537,374</u>	<del>-6.3</del> <u>-6.1</u> %
7	<del>\$1,620,309</del> <u>1,655,114</u>	<del>\$1,648,231</del> <u>1,608,221</u>	<del>1.7</del> <u>-2.8</u> %	<del>\$1,517,402</del> <u>1,569,068</u>	<del>\$1,553,322</del> <u>1,531,003</u>	<del>2.4</del> <u>-2.4</u> %
8	<del>\$1,571,965</del> <u>1,438,249</u>	<del>\$1,500,624</del> <u>1,604,645</u>	<del>-4.5</del> <u>11.6</u> %	<del>\$1,495,383</del> <u>1,376,045</u>	<del>\$1,439,143</del> <u>1,524,943</u>	<del>-3.8</del> <u>10.8</u> %
9	<del>\$1,589,437</del> <u>1,418,831</u>	<del>\$1,485,162</del> <u>1,632,650</u>	<del>-6.6</del> <u>15.1</u> %	<del>\$1,525,207</del> <u>1,325,876</u>	<del>\$1,432,894</del> <u>1,502,923</u>	<del>-6.1</del> <u>13.4</u> %
10	<del>\$1,380,070</del> <u>1,500,624</u>	<del>\$1,438,249</del> <u>1,488,146</u>	<del>4.2</del> <u>-0.8</u> %	<del>\$1,302,007</del> <u>1,439,143</u>	<del>\$1,376,045</del> <u>1,414,730</u>	<del>5.7</del> <u>-1.7</u> %
11	<del>\$1,284,773</del> <u>1,326,382</u>	<del>\$1,365,922</del> <u>1,446,060</u>	<del>6.3</del> <u>9.0</u> %	<del>\$1,219,903</del> <u>1,284,886</u>	<del>\$1,297,393</del> <u>1,386,445</u>	<del>6.4</del> <u>7.9</u> %
12	<del>\$1,277,061</del> <u>1,485,162</u>	<del>\$1,418,831</del> <u>1,438,714</u>	<del>11.1</del> <u>-3.1</u> %	<del>\$1,185,277</del> <u>1,432,894</u>	<del>\$1,325,876</del> <u>1,379,573</u>	<del>11.9</del> <u>-3.7</u> %
13	<del>\$1,339,162</del> <u>831,247</u>	<del>\$1,326,382</del> <u>1,363,386</u>	<del>-1.0</del> <u>64.0</u> %	<del>\$1,280,226</del> <u>786,471</u>	<del>\$1,284,886</del> <u>1,282,594</u>	<del>0.4</del> <u>63.1</u> %
14	<del>\$1,313,988</del> <u>1,365,922</u>	<del>\$1,334,558</del> <u>1,361,532</u>	<del>1.6</del> <u>-0.3</u> %	<del>\$1,242,231</del> <u>1,297,393</u>	<del>\$1,262,363</del> <u>1,275,584</u>	<del>1.6</del> <u>-1.7</u> %
15	<del>\$1,271,507</del>	<del>\$1,257,689</del>	<del>-1.1</del> <u>10.1</u> %			<del>-1.2</del> <u>9.5</u> %

	<u>1,185,767</u>	<u>1,305,035</u>		<del>\$1,238,977</del> <u>1,131,758</u>	<del>\$1,224,245</del> <u>1,239,033</u>	
Average	<del>\$1,526,465</del> <u>1,508,371</u>	<del>\$1,546,720</del> <u>1,600,545</u>	<del>1.58.1%</del>	<del>\$1,455,079</del> <u>1,440,480</u>	<del>\$1,478,372</del> <u>1,517,429</u>	<del>1.87.8%</del>
Number / Percentage that met or exceeded average	<u>97 / 60.046.6%</u>	<del>79 / 46.760.0%</del>	<del>87 / 53.346.6%</del>	<u>97 / 60.046.6%</u>	<del>78 / 46.753.3%</del>	<u>67 / 40.046.6%</u>
Median	<del>\$1,589,437</del> <u>1,500,624</u>	<del>\$1,500,624</del> <u>1,608,221</u>	<del>1.62.9%</del>	<del>\$1,504,731</del> <u>1,439,143</u>	<del>\$1,439,143</del> <u>1,524,943</u>	<del>1.63.0%</del>
Range (Min)	<del>\$1,271,507</del> <u>831,247</u>	<del>\$1,257,689</del> <u>1,305,035</u>	<del>-6.6.4.6%</del>	<del>\$1,185,277</del> <u>786,471</u>	<del>\$1,224,245</del> <u>1,239,033</u>	<del>-6.3.6.1%</del>
Range (Max)	<del>\$1,759,006</del> <u>1,946,453</u>	<del>\$1,946,453</del> <u>2,193,815</u>	<del>11.964.0%</del>	<del>\$1,713,912</del> <u>1,871,201</u>	<del>\$1,871,201</del> <u>2,092,151</u>	<del>11.963.1%</del>

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**Part B: 2<sup>nd</sup> Quartile of Comparison Set (15 Restaurants):**

Restaurant No.	<del>2022</del> <u>2023</u> Gross Sales	<del>2023</del> <u>2024</u> Gross Sales	Year over Year % Increase or Decrease ( <del>2022 to 2023</del> <u>to</u> <u>2024</u> )	<del>2022</del> <u>2023</u> Net Sales	<del>2023</del> <u>2024</u> Net Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> <u>2023 to 2024</u> )
16	<del>\$1,338,682</del> <u>1,257,689</u>	<del>\$1,264,772</del> <u>1,264,982</u>	<del>-5.5</del> <u>0.6</u> %	<del>\$1,259,068</del> <u>1,224,245</u>	<del>\$1,200,179</del> <u>1,230,946</u>	<del>-4.7</del> <u>0.5</u> %
17	<del>\$1,010,840</del> <u>1,334,558</u>	<del>\$1,185,767</del> <u>1,309,865</u>	<del>17.3</del> <u>1.9</u> %	<del>\$954,193</del> <u>1,262,363</u>	<del>\$1,131,758</del> <u>1,227,656</u>	<del>18.6</del> <u>2.7</u> %
18	<del>\$1,204,853</del> <u>1,264,772</u>	<del>\$1,160,742</del> <u>1,267,892</u>	<del>-3.7</del> <u>0.2</u> %	<del>\$1,165,472</del> <u>1,200,179</u>	<del>\$1,119,075</del> <u>1,197,744</u>	<del>-4.0</del> <u>0.2</u> %
19	<del>\$1,321,847</del> <u>1,160,742</u>	<del>\$1,193,559</del> <u>1,251,237</u>	<del>-9.7</del> <u>7.8</u> %	<del>\$1,227,114</del> <u>1,119,075</u>	<del>\$1,117,435</del> <u>1,196,622</u>	<del>-8.9</del> <u>6.9</u> %
20	<del>\$1,098,201</del> <u>1,030,815</u>	<del>\$1,130,794</del> <u>1,222,933</u>	<del>3.0</del> <u>18.6</u> %	<del>\$1,051,437</del> <u>979,738</u>	<del>\$1,088,273</del> <u>1,158,356</u>	<del>3.5</del> <u>18.2</u> %
21	<del>\$1,184,584</del> <u>1,080,785</u>	<del>\$1,109,922</del> <u>1,225,904</u>	<del>-6.3</del> <u>13.4</u> %	<del>\$1,145,022</del> <u>1,021,947</u>	<del>\$1,076,998</del> <u>1,156,494</u>	<del>-5.9</del> <u>13.2</u> %
22	<del>\$1,210,911</del> <u>1,130,794</u>	<del>\$1,096,985</del> <u>1,158,974</u>	<del>-9.4</del> <u>2.5</u> %	<del>\$1,165,358</del> <u>1,088,273</u>	<del>\$1,069,693</del> <u>1,105,410</u>	<del>-8.2</del> <u>1.6</u> %
23	<del>\$908,674</del> <u>1,109,922</u>	<del>\$1,062,244</del> <u>1,140,552</u>	<del>16.9</del> <u>2.8</u> %	<del>\$879,411</del> <u>1,076,998</u>	<del>\$1,029,037</del> <u>1,100,711</u>	<del>17.0</del> <u>2.2</u> %
24	<del>\$1,110,457</del> <u>1,193,559</u>	<del>\$1,060,788</del> <u>1,187,935</u>	<del>-4.5</del> <u>0.5</u> %	<del>\$1,073,579</del> <u>1,117,435</u>	<del>\$1,028,858</del> <u>1,095,979</u>	<del>-4.2</del> <u>1.9</u> %
25	<del>\$1,147,072</del> <u>1,062,244</u>	<del>\$1,086,262</del> <u>1,140,019</u>	<del>-5.3</del> <u>7.3</u> %	<del>\$1,074,678</del> <u>1,029,037</u>	<del>\$1,028,250</del> <u>1,093,225</u>	<del>-4.3</del> <u>6.2</u> %
26	<del>\$1,015,333</del> <u>1,060,788</u>	<del>\$1,060,635</del> <u>1,106,806</u>	<del>4.5</del> <u>4.3</u> %	<del>\$976,727</del> <u>1,028,858</u>	<del>\$1,027,553</del> <u>1,072,008</u>	<del>5.2</del> <u>4.2</u> %
27	<del>\$964,601</del> <u>1,029,625</u>	<del>\$1,043,331</del> <u>1,089,790</u>	<del>8.2</del> <u>5.8</u> %	<del>\$936,972</del> <u>993,810</u>	<del>\$1,016,516</del> <u>1,054,137</u>	<del>8.5</del> <u>6.1</u> %
28	<del>\$982,519</del> <u>1,086,262</u>	<del>\$1,029,625</del> <u>1,094,452</u>	<del>4.8</del> <u>0.8</u> %	<del>\$944,070</del> <u>1,028,250</u>	<del>\$993,810</del> <u>1,030,924</u>	<del>5.3</del> <u>0.3</u> %
29	<del>\$1,183,906</del> <u>1,060,635</u>	<del>\$1,030,815</del> <u>1,070,784</u>	<del>-12.9</del> <u>1.0</u> %	<del>\$1,117,227</del> <u>1,027,553</u>	<del>\$979,738</del> <u>1,026,301</u>	<del>-12.3</del> <u>0.1</u> %
30	<del>\$1,056,831</del> <u>1,007,984</u>	<del>\$1,007,984</del> <u>1,056,153</u>	<del>-4.6</del> <u>4.8</u> %	<del>\$1,011,733</del> <u>974,371</u>	<del>\$974,371</del> <u>1,009,367</u>	<del>-3.7</del> <u>3.6</u> %

Average	<del>\$1,115,954</del> <u>1,124,745</u>	<del>\$1,101,615</del> <u>1,172,552</u>	<del>-0.5</del> <u>4.5</u> %	<del>\$1,065,471</del> <u>1,078,142</u>	<del>\$1,058,769</del> <u>1,117,059</u>	<del>0.13</del> <u>9</u> %
Number / Percentage that met or exceeded average	<del>76 / 46.7</del> <u>40.0</u> %	<del>67 / 40.0</del> <u>46.6</u> %	<del>67 / 40.0</del> <u>46.6</u> %	<del>86 / 53.3</del> <u>40.0</u> %	<del>76 / 46.7</del> <u>40.0</u> %	<del>67 / 40.0</del> <u>46.6</u> %
Median	<del>\$1,110,457</del> <u>1,086,262</u>	<del>\$1,086,262</del> <u>1,158,974</u>	<del>-4.5</del> <u>2.8</u> %	<del>\$1,073,579</del> <u>1,029,037</u>	<del>\$1,029,037</del> <u>1,100,711</u>	<del>-4.0</del> <u>2.2</u> %
Range (Min)	<del>\$908,674</del> <u>1,007,984</u>	<del>\$1,007,984</del> <u>1,056,153</u>	<del>-12.9</del> <u>1.9</u> %	<del>\$879,411</del> <u>974,371</u>	<del>\$974,371</del> <u>1,009,367</u>	<del>-12.3</del> <u>2.7</u> %
Range (Max)	<del>\$1,338,682</del> <u>1,334,558</u>	<del>\$1,264,772</del> <u>1,309,865</u>	<del>17.3</del> <u>18.6</u> %	<del>\$1,259,068</del> <u>1,262,363</u>	<del>\$1,200,179</del> <u>1,230,946</u>	<del>18.6</del> <u>18.2</u> %

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**Part B: 3<sup>rd</sup> Quartile of Comparison Set (1615 Restaurants):**

Restaurant No.	<del>2022</del> 2023 Gross Sales	2023 <del>2024</del> Gross Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> 2023 <u>to</u> <u>2024</u> )	<del>2022</del> 2023 Net Sales	2023 <del>2024</del> Net Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> 2023 <u>to</u> 2024)
31	<del>\$886,226</del> 1,096,985	\$1,027,028 1,033,433	15.9-5.8%	<del>\$837,784</del> 1,069,693	\$970,587 1,001,914	15.9-6.3%
32	\$1,027,826 1,004,165	\$1,004,165 1,016,843	-2.31.3%	\$984,110-961,991	\$961,991-960,572	-2.2-0.1%
33	\$1,129,864-820,788	\$973,644-1,011,071	-13.823.2%	\$1,085,770-788,201	\$947,891-960,443	-12.721.9%
34	\$1,046,011-813,552	\$972,001-971,215	-7.119.4%	\$995,107-796,373	\$931,353-944,507	-6.418.6%
35	\$1,046,253-973,644	\$942,810-973,237	-9.90.0%	\$1,011,112-947,891	\$911,963-940,278	-9.8-0.8%
36	\$1,050,230-942,810	\$932,283-956,881	-11.21.5%	\$1,020,872-911,963	\$902,636-914,879	-11.60.3%
37	\$1,015,464-935,592	\$935,592-954,642	-7.92.0%	\$970,090-894,848	\$894,848-912,148	-7.81.9%
38	\$894,583-972,001	\$886,849-917,408	-0.9-5.6%	\$857,173-931,353	\$859,463-880,278	0.3-5.5%
39	-\$908,168	-\$889,011	-2.1%	-\$843,773	-\$837,663	-0.7%
4039	\$801,959-868,359	\$868,359-918,840	8.35.8%	\$760,395-835,561	\$835,561-870,650	9.94.2%
4140	\$883,027-886,849	\$813,552-895,418	-7.91.0%	\$847,978-859,463	\$796,373-859,663	-6.10.0%
4241	\$943,944-889,011	\$821,434-912,869	-13.02.7%	\$896,766-837,663	\$793,041-851,682	-11.61.7%
4342	\$749,513-1,027,028	\$831,247-884,338	10.9-13.9%	\$709,815-970,587	\$786,471-823,245	10.8-15.2%
4443	\$869,158-709,512	\$789,399-886,042	-9.224.9%	\$841,342-661,262	\$765,947-822,295	-9.024.4%
4544	\$819,143-775,288	\$775,288-850,958	-5.49.8%	\$785,053-744,799	\$744,799-811,465	-5.19.0%
4645	\$880,142-558,846	\$771,658-925,069	-12.365.5%	\$849,166-509,517	\$741,241-804,532	-12.757.9%
<b>Average</b>	<b>\$934,469884,962</b>	<b>\$889,645940,551</b>	<b>-4.2%</b>	<b>\$893,519848,078</b>	<b>\$855,114890,570</b>	<b>-3.77.5%</b>
<b>Number / Percentage that met or exceeded average</b>	<b>79 / 43.860.0%</b>	<b>7 / 43.846.6%</b>	<b>6 / 37.540.0%</b>	<b>78 / 43.853.3%</b>	<b>87 / 50.046.6%</b>	<b>6 / 37.540.0%</b>
<b>Median</b>	<b>\$901,376889,011</b>	<b>\$887,930925,069</b>	<b>-7.52.0%</b>	<b>\$853,170859,463</b>	<b>\$848,563880,278</b>	<b>-6.21.7%</b>
<b>Range (Min)</b>	<b>\$749,513558,846</b>	<b>\$771,658850,958</b>	<b>-13.8-13.9%</b>	<b>\$709,815509,517</b>	<b>\$741,241804,532</b>	<b>-12.7-15.2%</b>
<b>Range (Max)</b>	<b>\$1,129,8641,096,985</b>	<b>\$1,027,0281,033,433</b>	<b>15.965.5%</b>	<b>\$1,085,7701,069,693</b>	<b>\$970,5871,001,914</b>	<b>15.957.9%</b>

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**Part B: Bottom Quartile of Comparison Set (1615 Restaurants):**

Restaurant No.	<del>2022</del> 2023 Gross Sales	2023 <del>2024</del> Gross Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> 2023 <del>to</del> 2024)	<del>2022</del> 2023 Net Sales	2023 <del>2024</del> Net Sales	Year over Year % Increase or Decrease ( <del>2022 to</del> 2023 <del>to</del> 2024)
4746	\$ <del>764,672</del> 789,399	\$ <del>722,643</del> 830,718	-5.5 <del>5.2</del> %	\$ <del>731,915</del> 765,947	\$ <del>691,978</del> 800,445	-5.5 <del>4.5</del> %
4847	\$ <del>812,353</del> 932,283	\$ <del>706,021</del> 808,327	-13.1 <del>13.3</del> %	\$ <del>790,090</del> 902,636	\$ <del>684,557</del> 772,785	-13.4 <del>14.4</del> %
4948	\$ <del>751,533</del> 821,434	\$ <del>709,512</del> 807,054	-5.6 <del>1.8</del> %	\$ <del>698,109</del> 793,041	\$ <del>661,262</del> 771,813	-5.3 <del>2.7</del> %
5049	\$ <del>614,358</del> 716,909	\$ <del>681,826</del> 789,055	11.0 <del>10.1</del> %	\$ <del>588,712</del> 694,480	\$ <del>648,051</del> 760,793	10.1 <del>9.5</del> %
5150	\$ <del>661,462</del> 771,658	\$ <del>677,058</del> 727,263	2.4 <del>5.8</del> %	\$ <del>624,737</del> 741,241	\$ <del>641,503</del> 703,659	2.7 <del>5.1</del> %
5251	\$ <del>694,218</del> 722,643	\$ <del>644,655</del> 734,779	-7.1 <del>1.7</del> %	\$ <del>679,627</del> 691,978	\$ <del>628,419</del> 700,111	-7.5 <del>1.2</del> %
5352	\$ <del>717,023</del> 706,021	\$ <del>630,844</del> 691,089	-12.0 <del>2.1</del> %	\$ <del>689,486</del> 684,557	\$ <del>600,259</del> 668,922	-12.9 <del>2.3</del> %
5453	\$ <del>478,506</del> 681,826	\$ <del>605,669</del> 673,287	26.6 <del>1.3</del> %	\$ <del>474,626</del> 648,051	\$ <del>599,381</del> 635,234	26.3 <del>2.0</del> %
5554	\$ <del>911,648</del> 630,844	\$ <del>628,680</del> 656,375	-31.0 <del>4.0</del> %	\$ <del>862,989</del> 600,259	\$ <del>598,973</del> 625,818	-30.6 <del>4.3</del> %
5655	\$ <del>723,753</del> 628,680	\$ <del>665,554</del> 656,648	-8.0 <del>4.4</del> %	\$ <del>646,767</del> 598,973	\$ <del>595,291</del> 623,454	-8.0 <del>4.1</del> %
5756	\$ <del>582,438</del> 665,554	\$ <del>585,165</del> 681,421	0.5 <del>2.4</del> %	\$ <del>564,619</del> 595,291	\$ <del>557,951</del> 618,138	-1.2 <del>3.8</del> %
5857	\$ <del>414,591</del> 644,655	\$ <del>558,846</del> 624,478	34.8 <del>3.1</del> %	\$ <del>387,172</del> 628,419	\$ <del>509,517</del> 603,072	31.6 <del>4.0</del> %
5958	\$ <del>592,969</del> 476,353	\$ <del>505,405</del> 519,400	-14.8 <del>9.0</del> %	\$ <del>581,638</del> 457,185	\$ <del>492,603</del> 497,848	-15.3 <del>8.9</del> %
6059	\$ <del>547,916</del> 425,785	\$ <del>425,785</del> 390,185	-22.3 <del>8.4</del> %	\$ <del>531,004</del> 415,907	\$ <del>415,907</del> 378,930	-21.7 <del>8.9</del> %
6160	\$ <del>367,581</del> 397,679	\$ <del>397,679</del> 329,205	8.2 <del>17.2</del> %	\$ <del>362,184</del> 390,881	\$ <del>390,881</del> 322,298	7.9 <del>17.5</del> %
62	\$ <del>331,639</del>	\$ <del>295,677</del>	-10.8%	\$ <del>322,590</del>	\$ <del>287,244</del>	-11.0%
<b>Average</b>	<b>\$<del>622,916</del> 667,448</b>	<b>\$<del>590,064</del> 661,286</b>	<b>-2.9%</b>	<b>\$<del>596,017</del> 640,590</b>	<b>\$<del>562,736</del> 632,221</b>	<b>-3.4%</b>

<b>Number / Percentage that met or exceeded average</b>	8 / <del>50.0</del> <u>53.3</u> %	<del>109</del> / <del>62.5</del> <u>60.0</u> %	<del>67</del> / <del>37.5</del> <u>46.6</u> %	8 / <del>50.0</del> <u>53.3</u> %	<del>108</del> / <del>62.5</del> <u>53.3</u> %	<del>67</del> / <del>37.5</del> <u>46.6</u> %
<b>Median</b>	<del>\$637,910</del> <u>\$681,826</u>	<del>\$629,762</del> <u>\$681,421</u>	<del>-6.4</del> <u>-1.3</u> %	<del>\$606,725</del> <u>\$648,051</u>	<del>\$599,177</del> <u>\$635,234</u>	<del>-6.5</del> <u>-2.0</u> %
<b>Range (Min)</b>	<del>\$331,639</del> <u>\$397,679</u>	<del>\$295,677</del> <u>\$329,205</u>	<del>-31.0</del> <u>-17.2</u> %	<del>\$322,590</del> <u>\$390,881</u>	<del>\$287,244</del> <u>\$322,298</u>	<del>-30.6</del> <u>-17.5</u> %
<b>Range (Max)</b>	<del>\$911,648</del> <u>\$932,283</u>	<del>\$722,643</del> <u>\$830,718</u>	<del>34.8</del> <u>10.1</u> %	<del>\$862,989</del> <u>\$902,636</u>	<del>\$691,978</del> <u>\$800,445</u>	<del>31.6</del> <u>9.5</u> %

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**Part C: Certain Costs and Profit Information for ~~2023~~2024**

Throughout the ~~2023~~2024 Measurement Period, we requested that Restaurants periodically report to us on the following categories that we believe are important to understanding the Restaurants’ performance: Total Food & Beverage Sales, Costs of Goods Sold, Labor Cost, and Gross Profit. Of the 65 Restaurants that make up the Complete Set, ~~30~~31 Restaurants either did not comply with our request or provided significantly incomplete data and, therefore, have been excluded from the results shown in the charts shown in this Part C. The ~~35~~34 remaining Restaurants make up the “P&L Set.”

The chart below provides, for the P&L Set, the average Total Food & Beverage Sales, Cost of Goods Sold, Gross Profit, Labor Cost, and Gross Profit Less Labor for the ~~2023~~2024 Measurement Period.

	<b>Total Food and Beverage Sales</b>	<b>Costs of Goods Sold</b>	<b>Gross Profit<sup>5</sup></b>	<b>Labor Cost</b>	<b>Gross Profit Less Labor<sup>6</sup></b>
<b>Average</b>	\$ <del>1,158,436</del> <u>1,210,374</u>	\$ <del>337,161</del> <u>349,135</u> ( <del>29.1</del> <u>29.0</u> %) <sup>1</sup>	\$ <del>821,275</del> <u>861,238</u>	\$ <del>328,179</del> <u>343,734</u> ( <del>28.3</del> <u>28.7</u> %) <sup>1</sup>	\$ <del>493,096</del> <u>517,504</u>
<b>Number /Percentage that Met or Exceeded the Average</b>	14 / <del>40.0</del> <u>41.2</u> %	<del>14</del> <u>13</u> / <del>40.0</del> <u>38.2</u> %	14 / <del>40.0</del> <u>41.2</u> %	<del>16</del> <u>17</u> / <del>45.8</del> <u>50.0</u> %	<del>14</del> <u>13</u> / <del>40.0</del> <u>38.2</u> %
<b>Median</b>	\$ <del>1,086,262</del> <u>1,120,287</u>	\$ <del>323,112</del> <u>317,935</u> ( <del>29.7</del> <u>28.4</u> %) <sup>2</sup>	\$ <del>774,121</del> <u>781,528</u>	\$ <del>299,478</del> <u>336,818</u> ( <del>27.6</del> <u>28.4</u> %) <sup>2</sup>	\$ <del>471,607</del> <u>448,696</u>
<b>Range</b>	\$ <del>558,841</del> <u>758,942</u> to \$ <del>1,946,452</del> <u>2,048,785</u>	\$ <del>184,931</del> <u>200,894</u> ( <del>33.1</del> <u>23.0</u> %) <sup>3</sup> to \$ <del>587,213</del> <u>606,822</u> ( <del>30.2</del> <u>34.2</u> %) <sup>4</sup>	\$ <del>373,910</del> <u>513,267</u> to \$ <del>1,359,239</del> <u>1,441,963</u>	\$ <del>173,626</del> <u>209,777</u> ( <del>31.1</del> <u>20.4</u> %) <sup>3</sup> to \$ <del>545,641</del> <u>580,429</u> ( <del>28.0</del> <u>36.0</u> %) <sup>4</sup>	\$ <del>285,879</del> \$ <del>195,979</del> to \$ <del>854,888</del> <u>861,534</u>

1. As a percentage of the average Total Food and Beverage Sales for the P&L Set.
2. As a percentage of the median Total Food and Beverage Sales for the P&L Set.
3. As a percentage of the minimum Total Food and Beverage Sales for the P&L Set.
4. As a percentage of the maximum Total Food and Beverage Sales for the P&L Set.
5. The average, median, and range shown are calculated based on the Gross Profit for each Restaurant in the P&L Set and are not calculated based on the average, median, and ranges shown above for Total Food Beverage Sales and Costs of Goods Sold.
6. The average, median, and range shown are calculated based on the Gross Profit Less Labor for each Restaurant in the P&L Set and are not calculated based on the average, median, and ranges shown above for Total Food Beverage Sales, Costs of Goods Sold, and Labor Cost.

Note that in this Part C, “exceeding the average” will be positive or negative, depending on whether the item for which the average is shown is a revenue or an expense item. Restaurants that exceeded the Gross Profit averages had higher Gross Profits than the averages for those items. Restaurants that exceeded the averages for Costs of Goods Sold and Labor Costs had higher expenses than the averages shown for those items.

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

You should consult with your financial advisor or personal accountant concerning the financial analysis that you should make in determining whether or not to purchase a Restaurant franchise.

Written substantiation for these financial performance representations will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representations, we do not make any financial performance representations. 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 Restaurant, however, we may provide you with the actual records of that restaurant. 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 our Franchise Sales Department at 5412 W. Plano Pkwy., Suite 100, Plano, Texas 75093 or ~~214-304-1658~~[972-948-5083](tel:972-948-5083), the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

The information contained in this Item 20 for the year (i) ~~2021 corresponds to our fiscal year ending January 2, 2022;~~ (ii) 2022 corresponds to our fiscal year ending January 1, 2023; ~~and~~ (iii) 2023 corresponds to our fiscal year ending December 31, 2023; and (iii) 2024 corresponds to our fiscal year ending December 29, 2024.

**Table No. 1  
System-wide Outlet Summary**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<del>Franchised</del>	<del>2021</del>	<del>77</del>	<del>80</del>	<del>+3</del>
<u>Franchised</u>	2022	80	77	-3
	2023	77	74	-3
<del>Company-Owned</del>	<del>2021</del> <u>2024</u>	<del>+74</del>	<del>+71</del>	<del>0</del> <u>-3</u>
<u>Company-Owned</u>	2022	1	1	0
	2023	1	1	0
<b>Total Outlets</b>	<del>2021</del> <u>2024</u>	<del>78</del> <u>1</u>	<del>81</del> <u>3</u>	<del>+3</del> <u>+2</u>
<u>Total Outlets</u>	2022	81	78	-3
	2023	78	75	-3
	<u>2024</u>	<u>75</u>	<u>74</u>	<u>-1</u>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**

State	Year	Number of Transfers
<del>California</del>	<del>2021</del>	<del>+</del>
<u>California</u>	2022	1
	2023	0
<del>Florida</del>	<del>2021</del> <u>2024</u>	0
<u>Connecticut</u>	2022	0
	2023	<u>+0</u>

State	Year	Number of Transfers
<del>Louisiana</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>1</u>
<u>Florida</u>	2022	0
	2023	1
<del>Montana</del>	<del>2021</del> <u>2024</u>	<del>1</del> <u>0</u>
<u>Louisiana</u>	2022	0
	2023	<del>0</del> <u>1</u>
<del>New Jersey</del>	<del>2021</del> <u>2024</u>	<del>1</del> <u>2</u>
	<del>2022</del>	<del>0</del>
	<del>2023</del>	<del>0</del>
<del>Texas</del>	<del>2021</del>	<del>1</del>
<u>Texas</u>	2022	2
	2023	1
<del>Utah</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>1</u>
<u>Utah</u>	2022	1
	2023	0
<b>Total</b>	<del>2021</del> <u>2024</u>	<del>4</del> <u>0</u>
<u>Total</u>	2022	4
	2023	3
	<u>2024</u>	<u>4</u>

**Table No. 3  
Status of Franchised Outlets**

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
<del>Alabama</del>	<del>2021</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
<u>Alabama</u>	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	1	2
<del>Arkansas</del>	<del>2021</del> <u>2024</u>	<del>1</del> <u>2</u>	0	0	0	0	0	<del>1</del> <u>2</u>
<u>Arkansas</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>California</del>	<del>2021</del> <u>2024</u>	<del>6</del> <u>1</u>	<del>2</del> <u>0</u>	<del>1</del> <u>0</u>	0	0	0	<del>7</del> <u>1</u>
<u>California</u>	2022	7	0	0	0	0	0	7
	2023	7	2	0	0	0	1	8
<del>Connecticut</del>	<del>2021</del> <u>2024</u>	<del>4</del> <u>8</u>	<del>0</del> <u>2</u>	0	0	0	1	<del>3</del> <u>9</u>
<u>Connecticut</u>	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
<del>Florida</del>	<del>2021</del> <u>2024</u>	<del>4</del> <u>3</u>	<del>1</del> <u>0</u>	0	0	0	0	<del>5</del> <u>3</u>
<u>Florida</u>	2022	5	0	0	0	0	2	3
	2023	3	1	0	0	0	0	4
<del>Georgia</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>4</u>	0	0	0	0	0	<del>0</del> <u>4</u>
<u>Georgia</u>	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Louisiana</del>	<del>2021</del> <u>2024</u>	<del>7</del> <u>1</u>	<del>1</del> <u>0</u>	0	0	0	<del>1</del> <u>0</u>	<del>7</del> <u>1</u>
<u>Louisiana</u>	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	1	6

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
<del>Massachusetts</del>	<del>2021</del> 2024	6	0	0	0	0	0	6
<u>Massachusetts</u>	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	2	4
<del>Missouri</del>	<del>2021</del> 2024	<del>1</del> 4	0	0	0	0	0	<del>1</del> 4
<u>Missouri</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
<del>Montana</del>	<del>2021</del> 2024	<del>1</del> 0	0	0	0	0	0	<del>1</del> 0
<u>Montana</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Nevada</del>	<del>2021</del> 2024	<del>0</del> 1	0	0	0	0	0	<del>0</del> 1
<u>Nevada</u>	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>New Hampshire</del>	<del>2021</del> 2024	1	0	0	0	0	0	1
<u>New Hampshire</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>New Jersey</del>	<del>2021</del> 2024	<del>3</del> 4	0	0	0	0	1	<del>3</del> 0
<u>New Jersey</u>	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
<del>New York</del>	<del>2021</del> 2024	<del>2</del> 2	<del>1</del> 0	0	0	0	0	2
<u>New York</u>	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
<del>North Carolina</del>	<del>2021</del> 2024	<del>2</del> 1	0	0	0	0	0	<del>2</del> 1
<u>North Carolina</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
<del>Ohio</del>	<del>2021</del> 2024	<del>1</del> 2	0	0	0	0	0	<del>1</del> 2
<u>Ohio</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Pennsylvania</del>	<del>2021</del> 2024	1	0	0	0	0	0	1
<u>Pennsylvania</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Rhode Island</del>	<del>2021</del> 2024	1	0	0	0	0	0	1
<u>Rhode Island</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Tennessee</del>	<del>2021</del> 2024	<del>2</del> 1	0	0	0	0	0	<del>2</del> 1
<u>Tennessee</u>	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
<del>Texas</del>	<del>2021</del> 2024	<del>24</del> 24	<del>3</del> 0	<del>3</del> 10	0	0	<del>0</del> 1	<del>21</del> 24
<u>Texas</u>	2022	24	0	3	0	0	0	21
	2023	21	0	0	0	0	1	20
<del>Utah</del>	<del>2021</del> 2024	<del>1</del> 20	0	0	0	0	0	<del>1</del> 20
<u>Utah</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>Virginia</del>	<del>2021</del> 2024	<del>4</del> 1	<del>0</del> 1	0	0	0	0	<del>4</del> 2

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
<a href="#">Virginia</a>	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
<del>Wisconsin</del>	<del>2021</del> 2024	4	0	0	<del>0</del> 1	0	<del>0</del> 2	<del>4</del> 1 <sup>2</sup>
<a href="#">Wisconsin</a>	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
<b>Totals</b>	<del>2021</del> 2024	<del>7</del> 5	<del>0</del> 8	<del>0</del> 2	0	0	<del>0</del> 3	<del>4</del> 0 <sup>5</sup>
<b>Totals</b>	<b>2022</b>	<b>80</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>77</b>
	<b>2023</b>	<b>77</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>74</b>
	<b>2024</b>	<b>74</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>71</b>

- [1. This franchisee has ceased operations based on an ongoing transfer of ownership.](#)
- [2. Since the end of our most recent fiscal year, this location ceased operations.](#)

**Table No. 4**  
**Status of Company-Owned Outlets**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Illinois	<del>2021</del> 2022	1	0	0	0	0	1
	<del>2022</del> 2023	1	0	0	0	0	1
	<del>2023</del> 2024	1	0	0	0	0	1
<del>Totals</del> <a href="#">Texas</a>	<del>2021</del> 2022	<del>1</del> 0	0	0	0	0	<del>1</del> 0
	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
<b>Totals</b>	<b>2022</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>2023</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>2024</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>

**Table No. 5**  
**Projected Openings as of December 31, ~~2023~~2024**

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	5	<del>8</del> 3	0
Florida	2	<del>2</del> 4	0
<del>Massachusetts</del>	<del>1</del>	<del>0</del>	<del>0</del>
Michigan	1	1	0
Missouri	1	2	0

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
North Carolina	1	1	0
Puerto Rico	1	0	0
Texas	<del>2</del> <u>1</u>	0	<del>4</del> <u>2</u>
Utah	0	1	0
<b>Total</b>	<del>4</del> <u>5</u> <b>13</b>	<del>1</del> <u>6</u> <b>13</b>	<del>4</del> <u>2</u> <b>13</b>

Attached as Exhibit C-1 are the names, addresses, and telephone numbers of all operating franchisees and multi-unit operators, and then of all non-operating franchisees (franchises in active development) and multi-unit operators, in the United States, which is current as of our fiscal year end of December ~~31~~29, ~~2023~~2024.

Attached as Exhibit C-2 is the name, city and state, business or home telephone number for every franchisee, multi-unit operator or development agent who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during our fiscal year ending December ~~31~~29, ~~2023~~2024 or who has not communicated with us 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.

If your name is included in this Disclosure Document and you notice an error, or if you notice an error in any other franchisee’s information, please send notice by registered mail to: MOOYAH Franchising LLC, 5412 W. Plano Pkwy., Suite 100 Plano, Texas 75093.

Certain franchisees have signed confidentiality clauses during the last 3 years. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all franchisees will be able to communicate with you.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with the System.

**ITEM 21**  
**FINANCIAL STATEMENTS**

Attached as Exhibit D are: (i) our audited financial statements for our fiscal year ended January ~~2~~1, ~~2022~~2023, our fiscal year ended ~~January 1~~December 31, 2023, and our fiscal year ended December ~~31~~29, ~~2023~~2024; and (ii) our unaudited balance sheet and income statement as of March 31, ~~2024~~2025. We operate on a 52/53-week fiscal year that ends on the Sunday closest to December 31<sup>st</sup> each year.

**ITEM 22**  
**CONTRACTS**

The following contracts are attached to this Disclosure Document:

Franchise Agreement ..... Exhibit A  
Area Development Agreement (Multi-Unit Operator Agreement)..... Exhibit B

Form of General Release ..... Exhibit F  
Form of Location Amendment..... Exhibit J  
Form of Franchisor Lease Rider ..... Exhibit K  
Representations and Acknowledgment Statement..... Exhibit L

**ITEM 23**  
**RECEIPTS**

Attached as Exhibit M of this Disclosure Document are 2 Receipts. When you receive this Disclosure Document, you must sign both Receipts, return one to us, and retain the other for your records.

**EXHIBIT A**  
**FRANCHISE AGREEMENT**

**MOOYAH FRANCHISING LLC**

**FRANCHISE AGREEMENT**

\_\_\_\_\_  
**FRANCHISEE**

\_\_\_\_\_  
**UNIT #**

\_\_\_\_\_  
**DATE OF AGREEMENT**

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**ATTACHMENTS**

- A - Location and Ownership
- B - Guaranty of Performance

## MOOYAH FRANCHISING LLC

### FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (the “Agreement”) is made as of the Effective Date between MOOYAH Franchising LLC, a Delaware limited liability company having its principal place of business at 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“us”) and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (“you”). The Effective Date is the date on which we sign this Agreement as indicated beneath our signature below.

### **BACKGROUND**

A. We and our affiliates claim ownership of and may continue to develop and refine a system and processes (the “System”) for establishing and operating fast casual restaurants (“MOOYAH Restaurants”) offering high-quality hamburgers, other sandwiches, French fries, shakes and related food and beverage items and identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, the mark “MOOYAH®” and such other trade names, service marks, and trademarks as we may designate from time to time (the “Marks”).

B. We grant to persons or entities who we determine meet certain qualifications the right and license to use the Marks and System (the “Franchise”) to develop, own and operate MOOYAH Restaurants at specific locations. You and, if you are an entity, your owners, have requested that we grant you a Franchise, and we are willing to do so in reliance on all of the information, representations, warranties and acknowledgements you and, if applicable, your owners have provided to us in support of your request, and subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

### **ARTICLE 1.** **GRANT**

#### **1.1. Grant of Franchise**

We grant to you the right to develop and operate a MOOYAH Restaurant (“your Restaurant”) in accordance with the System Standards (as defined in Section 9.1) and solely pursuant to the terms and conditions contained in this Agreement. You agree to develop your Restaurant in accordance with this Agreement and, once opened, to continuously operate your Restaurant strictly in accordance with the System Standards and this Agreement throughout the entirety of the Term (as defined in Section 3.1). The specific street address of the location of your Restaurant will be set forth in Attachment A once it has been accepted by us in accordance with Section 2.2 below (as accepted by us, the “Location”). You may not relocate your Restaurant from the Location without our prior written consent. This Agreement does not grant to you the right or license to operate your Restaurant or to offer or sell any products or services described under this Agreement at or from any location other than the Location.

## **1.2. No Territory Granted**

You are not granted any exclusive or protected territory around the Location or any other rights beyond the right to operate at the Location in accordance with this Agreement. You understand and acknowledge that you and your Restaurant may face competition from, among others, other MOOYAH Restaurants operated by us, our affiliates or our franchisees, from products and services sold through other channels of distribution, and from competitive brands that we or our affiliates own or control or may own or control in the future.

## **1.3. Our Right to Delegate**

We may, from time to time, delegate our obligations under this Agreement to a third party, including a development agent who has executed an agreement with us whereby the development agent has agreed to perform certain of our obligations within a specified area.

## **ARTICLE 2.** **SITE SELECTION, PLANS AND CONSTRUCTION**

### **2.1. Your Responsibility to Locate a Site**

Despite whatever assistance we may provide, it is solely your responsibility, at your expense, to locate and propose to us potential sites for your Restaurant and, once we have approved your proposed site, to secure it and to build and equip your Restaurant at the Location. You agree not to make any binding agreements or commitments with respect to any proposed site unless and until we have given you our written notice that we have accepted the proposed site as the Location for the development and operation of your Restaurant under Section 2.2.1 below and that we have accepted the proposed lease or sublease as described in Section 2.2.2 below. In discharging your responsibility under this paragraph, you agree, at your expense, to consult with real estate and other professionals that you select unless we designate a supplier for these services, in which case, you will use the services of the designated supplier. You agree that our designation of a service supplier, any assistance we may choose to provide to you in locating, proposing or securing a proposed site, and our acceptance of your proposed site do not constitute a representation, promise, warranty or guarantee, express or implied, by us to you that the proposed site will be appropriate or available for the development or operation of your Restaurant or that your Restaurant operated at a particular site will be profitable or otherwise successful.

### **2.2. Site Selection**

2.2.1. If, when you execute this Agreement, you do not already have possession of the Location, then within 180 days of the Effective Date, you must secure our acceptance of the Location and lawfully secure possession of the Location (the "Possession Deadline"). To secure our acceptance of your proposed site, you must submit to us all information and materials regarding the proposed site that we specify, including a description of the site and how it satisfies our site selection guidelines. We will not consider any proposed site that you or your owners own or will own unless you and the owner of the proposed site are willing to enter into a lease for the site the terms of which are acceptable to us in accordance with Section 2.2.2 below. As part of our assessment of your proposed site, we may also require that you obtain from the owner of the proposed site a letter of intent or other evidence that confirms your favorable prospects for obtaining possession of the proposed site if we accept it as the Location. Once we receive all the information we reasonably request, we will, within four (4) weeks, notify you of our decision to either decline, accept or accept with conditions the proposed site. Our

acceptance of the Location only signifies that it meets the then-current minimum criteria that we have established for our own internal purposes for a MOOYAH Restaurant.

If you fail to satisfy the obligations described above by the Possession Deadline, we may terminate this Agreement as set forth in Section 16.1.1(c) unless, prior to the Possession Deadline, (a) we have granted your written, one-time request to extend the Possession Deadline for an additional 180 days, and (b) you have paid to us a non-refundable extension fee in the amount of \$1,000. We will not be required to grant any further extensions.

2.2.2. Prior to executing the proposed lease or sublease, you must obtain our acceptance of the proposed lease or sublease (in either case, under which you are the proposed tenant) for the Location. We may condition our acceptance on any factors that we believe to be important for our interests. We will not be required to accept any proposed lease or sublease for the Location unless, with the landlord's consent, you are able to collaterally assign the lease or sublease to us and unless the proposed lease or sublease contains provisions that we deem acceptable. Once we receive the final proposed lease or sublease, we will, within 10 days, notify you of our decision to either reject, accept or accept with conditions the proposed lease or sublease; however, if we do not accept it within the 10-day period, then it will be deemed not accepted. You agree to furnish to us a fully executed copy of the lease or sublease within 10 days after its full execution. You and the lessor must also sign our then-current form of Franchisor Lease Rider (the "Franchisor Lease Rider"), which contains certain provisions that we determine to be necessary and appropriate to protect the MOOYAH brand. We will provide you with a copy of our then-current form of Franchisor Lease Rider on your request, and you must give the lessor our forms of the Franchisor Lease Rider when you begin discussion with the prospective lessor.

### **2.3. Zoning Clearances, Permits and Licenses**

You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Location. Prior to beginning the construction of your Restaurant, you shall (i) obtain all required permits, licenses and certifications, and (ii) certify in writing to us that the insurance coverage specified in Article 11 is in full force and effect (or provide us with a certificate of insurance evidencing coverage) and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

### **2.4. Design of Restaurant**

You are solely responsible, at your expense, for all things related to the design, engineering and construction of your Restaurant in accordance with our specifications and standards and in compliance with all applicable laws. We require that you use the architectural design firm that we have designated and may require that you use the engineering firms that we approve or designate. As of the Effective Date, we require that you use a designated vendor to prepare the initial layout for your Restaurant. We also require that you to use the same firm to prepare all architectural drawings and plans for your Restaurant. We will provide you with a copy of the prototypical architectural and design plans and specifications for construction of MOOYAH Restaurants. It will be your responsibility to adapt and secure our acceptance of your adaptation of the prototypical plans for your Location within 15 days after you acquire possession of the Location. We will, within 15 days of our receipt of your adapted plans, notify you of our acceptance or rejection of the proposed adaptation. You may not proceed with the development of your Restaurant unless and until we have accepted, in writing, the adapted plans or the 15-day period following our receipt of the adapted plans has expired without our notifying you of our rejection. You acknowledge that our review and acceptance of such plans is entirely for our own internal

purposes and does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application.

## **2.5. Build-Out of Restaurant**

You shall diligently pursue development of your Restaurant in accordance with this Agreement. During the construction, you shall provide us with such periodic reports regarding the progress as we may reasonably request. In addition, we may make such on-site inspections as we deem reasonably necessary to evaluate such progress. You shall notify us of the scheduled date for completion of construction no later than 30 days prior to such date. Within a reasonable time after you notify us of the completion of construction, we may, at our option, conduct an inspection of your Restaurant to determine, for our own purposes, whether it has been completed in accordance with our specifications and standards. As a condition of granting our authorization, we may require you to certify, in form acceptable to us, that your Restaurant has been constructed in compliance with this Agreement and with all applicable laws, including the Americans with Disabilities Act.

We will not be required to send any of our representatives to your Restaurant to provide any assistance or services if, in our sole determination, it is unsafe to do so. Such determination by us will not relieve you from your obligations under this Agreement (including, without limitation, to pay monies owed) and will not serve as a basis for your termination of this Agreement.

## **2.6. Opening Date; Time is of the Essence**

You acknowledge that time is of the essence. You shall do everything required to develop and be prepared to open your Restaurant for regular business as soon as possible but, in no event later than 12 months after the Effective Date (the “Opening Deadline”). The date your Restaurant actually opens for business to the public is herein called the “Opening Date.” You will not open your Restaurant for business without our written authorization, and you will open for regular business within five (5) days following the issuance of our written opening authorization. If the building where you intend to locate your Restaurant was not built when this Agreement was executed, you may request one (1) 180-day extension of the Opening Deadline. Extensions will not be granted under any other circumstances. If you do not open your Restaurant by the Opening Deadline, we may terminate this Agreement in accordance with Section 16.1.1(d).

## **ARTICLE 3.** **TERM AND RENEWAL**

### **3.1. Term**

The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless sooner terminated as provided in Article 16, shall continue until the day preceding the 10<sup>th</sup> anniversary of the Effective Date.

### **3.2. Renewal**

If you satisfy each of the requirements set forth below, you may renew the Franchise for up to two (2) successive terms of 10 years each.

3.2.1. Throughout the Term, you must have been in substantial compliance, and at the expiration of the Term, you must be in full compliance, with this Agreement, your lease or sublease and all other agreements between you or your affiliates and us or our affiliates.

3.2.2. Between three (3) and six (6) months before the expiration of the Term, you must provide us with written notice of your desire to renew the Franchise. Your notice must confirm (and you must provide appropriate documentation to confirm) that you have or will acquire the right to possess the Location throughout the renewal term. If you are entitled to renew the Franchise, we will provide you with any documents that you are required to execute for the renewal term, which documents may include, but are not limited to, a general release, our then-current Franchise Agreement and all other ancillary agreements, instruments and documents we are then using to grant Franchises (all of which may contain terms that are materially different than those contained in this Agreement and related agreements), together with an amendment to reflect that your Restaurant is already in operation and to provide for payment of a renewal fee as required by Section 3.2.3 below instead of an initial franchise fee (all of the foregoing referred to as the “Renewal Franchise Documents”).

3.2.3. You must execute and return to us all of the Renewal Franchise Documents, together with payment equal to \$5,000, by no later than the expiration of the Term. If we do not receive all of the executed Renewal Franchise Documents and renewal fee by such expiration date, then this Agreement shall expire, you shall have no further rights under this Agreement, and you shall comply with the provisions of Article 17 and any other provisions that survive termination or expiration of this Agreement.

3.2.4. After we have received from you all executed Renewal Franchise Documents and the renewal fee, we will inspect your Restaurant to determine the extent of any required updating, remodeling, redecorating or other refurbishment for your Restaurant in order to bring it up to our then-current System Standards for new MOOYAH Restaurants. We will provide notice to you of the modifications you will be required to make and you shall have six (6) months from the date of such notice to complete all of the required modifications. If you fail or refuse to make the required modifications, we shall have the right to terminate the Renewal Franchise Documents.

## **ARTICLE 4.** **FEES**

### **4.1. Initial Franchise Fee**

You agree to pay us an initial franchise fee in the amount of \$40,000 (“Initial Franchise Fee”). If you have executed a multi-unit operator agreement between you (as multi-unit operator) and us, the Initial Franchise Fee shall be paid pursuant to the terms of such multi-unit operator agreement. The Initial Franchise Fee is due, and fully earned by us, when you sign this Agreement, and is earned in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party.

If you fail the MOOYAH training program and we elect to terminate this Agreement, we will refund 50% of your Initial Franchise Fee. If more than one individual sign this Agreement, any one of the individuals who fails the training program may be removed from this Agreement and no portion of the Initial Franchise Fee will be refunded. You must sign any documents we require, including a confidentiality agreement and general release, before any money will be refunded to you. Other than the foregoing, the Initial Franchise Fee is not refundable under any other circumstances.

## **4.2. Royalty Fees**

4.2.1. During the Term, you shall pay to us a continuing weekly royalty fee of 6% of your Restaurant's Gross Sales ("Royalty Fee"). The Royalty Fee shall be due and payable on the day of the week we designate based on the Gross Sales for the preceding week (currently our weeks run from Monday to Sunday, and the Royalty Fee is due on Monday). We have the right to poll your point of sale system directly to obtain such Gross Sales information. You agree to provide us, with your payment of each Royalty Fee and on such form or forms that we require, a report showing the Gross Sales on which the Royalty Fee was calculated (a "Royalty Report").

4.2.2. If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

## **4.3. Advertising Fee**

In addition to the Royalty Fee, you must pay to us an Advertising Fee currently equal to 3% of your Restaurant's Gross Sales. The Advertising Fee is calculated in the same manner, and will be due and payable at the same time, as the Royalty Fee. We have the right, with 60 days' prior written notice to you, to increase the Advertising Fee up to a maximum of 4% of Gross Sales (the "Advertising Fee Cap"); provided, however, MOOYAH Restaurant franchisees may separately, at any time, temporarily or permanently increase the advertising percentage for either the country or any market by a 2/3 vote of MOOYAH Restaurants in the relevant market on the basis of one (1) vote for each operating MOOYAH Restaurant, which may require you to pay an Advertising Fee greater than the Advertising Fee Cap.

Advertising Fees shall be contributed to an advertising fund maintained by us, as described in Section 7.3 below (the "MOOYAH Advertising Fund" or "MAF").

## **4.4. New Restaurant Marketing Program Fee**

In addition to the Royalty Fee and Advertising Fee, you will pay to us a new restaurant marketing program fee of \$12,000 (the "New Restaurant Marketing Program Fee") when you sign the premises lease for your Restaurant, which will cover the new restaurant marketing program to promote the opening of your Restaurant. The grand opening advertising campaign will be provided by us within the first six months following your Restaurant's opening, provided you have complied with payment of the required New Restaurant Marketing Program Fee.

## **4.5. Technology and Support Fee**

We may require you to pay a fee to us, or a service-provider we designate (which may be us or our affiliate) for your right to use certain technology that we mandate and make available for use in the operation of your Restaurant from time to time ("Technology and Support Fee"). We may periodically modify the amount of your Technology and Support Fee, in our discretion. The Technology and Support Fee is in addition to all direct out-of-pocket costs you must otherwise incur under the terms of this Agreement or the Operations Manual to acquire, update, upgrade, maintain, or service your computer system and point of sale systems. You must pay the Technology and Support Fee at the times, and in the manner, designated by us or the provider of such services. We may require you to enter into a written agreement with a third-party provider under terms and conditions we approve or require.

## **4.6. Payments to Us**

You agree that we shall have the right to withdraw funds from your designated bank account each week by electronic funds transfer (“EFT”) in the amount of the Royalty Fee, Advertising Fee and any other payments due to us and/or our affiliates or in which we collect on behalf of any third-party vendors. If you do not provide the Royalty Report when required, we may debit your account for 120% of the last Royalty Fee and Advertising Fee that we debited. If the Royalty Fee and Advertising Fee we debit are less than the Royalty Fee and Advertising Fee you actually owe to us, once we have been able to determine your Restaurant’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Advertising Fee we debit are greater than the Royalty Fee and Advertising Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following week. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, late fees and/or interest may be charged by us in accordance with Section 4.5 below. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion. Despite any designation you make, we may apply any of your payments to any of your past-due indebtedness to us. We and our affiliates may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. All amounts payable by you or your owners to us or our affiliates must be in United States Dollars (\$USD), unless we specify otherwise.

#### **4.7. Late Fees and Interest on Overdue Amounts**

You shall not be entitled to withhold or offset payments due us under this Agreement for any reason, including on grounds of alleged non-performance by us hereunder. Any payment or report not actually received by us on or before its due date shall be deemed overdue. If any amount is more than one (1) week late you will pay a late fee equal to 10% of the past-due amount until paid. In addition, and if payment is not received within 45 days of its due date, you will pay interest on all your past-due accounts at a rate of the greater of 18% per annum or the highest rate permitted by applicable law.

#### **4.8. Definition of Gross Sales**

“Gross Sales” means all sales, revenues, charges and receipts generated from, or attributed to, your Restaurant, whether from cash, check, credit or debit card, gift cards, barter exchange, trade credit or other credit transactions, but exclusive of Sales Tax and any refunds made for your customers. As used herein, “Sales Tax” includes, but is not limited to, sales or use tax, goods and services tax, gross receipts tax, excise tax or other similar tax collected by you from your customers and paid to the appropriate taxing authority. Gross Sales also include all insurance proceeds you receive for loss or interruption of business due to a casualty or similar event at your Restaurant.

### **ARTICLE 5.**

#### **YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS**

##### **5.1. Use Commercially Reasonable Efforts**

You shall use your best efforts to operate your Restaurant so as to achieve optimum sales throughout the Term.

##### **5.2. Representations of Corporate Entity**

If you are legal entity (other than an individual), you represent, warrant and covenant that:

5.2.1. You are duly organized and validly existing under the state law of your formation and are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;

5.2.2. Your corporate charter, operating agreement, or written partnership agreement shall at all times provide that your activities are confined exclusively to the operation of your Restaurant, unless otherwise consented to in writing by us;

5.2.3. You will provide us with copies of your articles of incorporation, bylaws, operating agreement, shareholders' agreements, other governing documents, any amendments thereto, and resolutions of the board of directors or other governing body related to your performance under this Agreement;

5.2.4. Each person or entity holding a direct or indirect ownership or beneficial interest in you, in this Agreement, or in your Restaurant is identified on Attachment A;

5.2.5. You have provided us with your most recent financial statements. Such financial statements present fairly your financial position, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you shall maintain at all times, during the term of this Agreement, sufficient working capital reserves to fulfill your obligations under this Agreement. We reserve the right, from time-to-time, to establish certain levels of working capital reserves, and you will comply with such requirements. You agree to apply for and diligently pursue any government-issued, government-sponsored, or governmental-guaranteed grants, non-recourse loans, and/or bail-outs for which you qualify and that are made available to small businesses as an economic stimulus. We may from time-to-time designate the maximum amount of debt that MOOYAH Restaurants may service, and you will ensure that you will comply with such limits. Each of your financial statements must 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 this Agreement, which are not reflected as liabilities on your financial statements; and

5.2.6. We reserve the right to require each of your owners to execute and bind themselves to the confidentiality and non-competition covenants set forth in an agreement we approve and, at our option, to jointly, severally and personally guaranty and assume your obligations under this Agreement pursuant to our then-current form of Guaranty and Assumption of Obligations (our current form is attached hereto as Attachment B). We reserve the right to require the spouse of each such person to also personally guaranty and assume your obligations under this Agreement or, at our option, to acknowledge and consent to the execution of the guaranty by his or her spouse and to bind the assets of the marital estate as described therein.

### **5.3. General Manager**

You shall, subject to our approval, designate and retain at all times a general manager ("General Manager") to direct the operation and management of your Restaurant. The General Manager shall be responsible for the daily operation of your Restaurant and may be one of your owners. For purposes of maintaining the goodwill of the Marks and System, the General Manager shall satisfy our educational and business experience criteria as set forth in this Agreement and in the Operations Manual (as defined in Section 9.1) or otherwise in writing by us and devote full time and best efforts to the supervision and management of your Restaurant. If the General Manager becomes unable or no longer qualifies to act as such in accordance with this Section, you shall promptly (not later than seven (7) days after the event)

notify us and designate a replacement within 30 days after the General Manager ceases to serve, such replacement being subject to satisfaction of all of the same qualifications listed above. You shall provide for interim management of your Restaurant until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement.

#### **5.4. Training**

You agree that it is necessary to the continued operation of the System and your Restaurant that your personnel receive such training as we may reasonably require, and accordingly agree as follows:

5.4.1. Not later than 30 days prior to the Opening Date, a minimum of two (2) trainees, and in our discretion, up to 3 trainees (including you or, if you are a legal entity, at least one (1) of your owners and two (2) operations personnel we approve) shall have completed, to our reasonable satisfaction, the MOOYAH initial training program, including classroom training and training in an operating a MOOYAH Restaurant at such location(s), or virtually, as will be designated by us. The training program may use the Operations Manual, a learning management system (The Herd), a course workbook, and other written materials as training materials. We may designate a third-party to provide portions of the MOOYAH initial training program. If you request that we provide the MOOYAH initial training program to any additional trainees, you shall pay our then-current, per person training fee for each additional trainee. You are responsible for any and all expenses incurred by you, your General Manager and your other personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and applicable wages.

5.4.2. We will determine, in our reasonable discretion, whether your representatives have satisfactorily completed initial training. If you or your representatives fail to complete the training program to our satisfaction, we may dismiss you or such representatives from the training program, terminate this Agreement and refund a portion (in our discretion) of your Initial Franchise Fee. If more than one individual signs this Agreement, any one of the individuals who fails the training program may be dismissed from the training program, removed from this Agreement and no portion of the Initial Franchise Fee will be refunded.

5.4.3. We reserve the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of MOOYAH Restaurants. Such training programs and seminars may be offered to you, your managers or other personnel of your Restaurant generally, and we may designate that such training programs and seminars are mandatory for you, your General Manager, or other personnel of your Restaurant. We may, in our discretion, charge a reasonable fee for attendance at any refresher training, and, in any event, you will pay for all of the expenses incurred by your trainees, including travel, lodging, meals and wages.

#### **5.5. Franchisee Meetings**

We reserve the right to hold meetings for all franchisees and other MOOYAH Restaurant operators, which meetings shall not occur more frequently than annually. We will not be required to hold such meetings until we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you, your General Manager, and/or other personnel of your Restaurant. We may, in our discretion, charge a reasonable fee for attendance at the annual meetings, and, in any event, you will pay for all of the expenses incurred by your or your attendees at the meeting, including travel, lodging, meals and wages. We reserve the right to designate

that any such meetings will be conducted through a virtual platform instead of at a designated physical location.

## **5.6. Compliance with Laws**

You shall comply with all requirements of federal, state and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by your local or state government. If any guidance or recommendation issued by any federal, state, or local authority directly or indirectly affects the operation of your Restaurant (but does not mandate that you close your Restaurant), you will not close your Restaurant unless you obtain our prior written consent, which we may withhold in our sole discretion.

You agree to give us prompt notice of any action, suit, proceeding, claim, demand, inquiry, or investigation that is claiming you have violated any laws, regulations, permits, licenses, agreements or otherwise committed any other breach, default, or violation in connection with your Restaurant, and/or any audit, investigation, or similar proceeding by any individual or governmental authority that is pending or threatened against you.

You further agree to comply with our privacy policy, as it may be amended from time to time, and to comply with any requests to return or delete consumer personal information, whether requested by us or directly by the consumer, as required by applicable data sharing and privacy laws.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. “Anti-Terrorism Laws” mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners’ assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

## **ARTICLE 6.** **FRANCHISE OPERATIONS**

### **6.1. Compliance with System Standards**

You understand the importance of maintaining uniformity among all of the Restaurants and the importance of complying with all of our System Standards relating to the operation of your Restaurant.

### **6.2. Maintenance of Your Restaurant**

You shall maintain your Restaurant in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain System-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and

sell new menu items from your Restaurant or to provide your Restaurant services by alternative means, such as through catering or delivery arrangements. Except as may be expressly provided in the Operations Manual, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings shall be made in or about your Restaurant or its premises without our prior written approval, which shall not be unreasonably withheld.

In the event we notify you of any additions, alterations, repairs and replacements required to be made to your Restaurant or the Location and you fail to make such additions, alterations, repairs and replacements within the timeframe we require, we shall have the right, without liability for trespass or tort, to enter the Location and make the additions, alterations, repairs and replacements, and you agree to promptly reimburse us for our expenses in so acting.

### **6.3. Remodeling and Redecorating**

You shall, upon our request, remodel and/or redecorate your Restaurant's premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of your Restaurant to our then-current System Standards. We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the Term, except that in the event of a Restricted Transfer (as defined in Section 13.2.2), we may request that the transferee remodel and/or redecorate your Restaurant's premises as described herein.

### **6.4. Approved Suppliers**

You shall comply with all of our System Standards relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point of sale and computer hardware and software systems) and other products used in or offered for sale at your Restaurant. Except as provided in Sections 6.7 and 6.8 with respect to certain materials bearing the Marks and proprietary products, you shall obtain such items from suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet our then-current System Standards with respect to food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at MOOYAH Restaurants and who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us prior to any purchases by you from any such supplier; and who have not thereafter been disapproved by us.

If you desire to purchase, lease or use any products or other items from an unapproved supplier, you shall submit to us a written request for such approval, or shall request the supplier itself to do so. If you would like us to consider approving a supplier that is not then approved, you must submit your request in writing before purchasing any items or services from that unapproved supplier. Any actions we take in response to your request will be at our sole discretion, including the assessment of a fee to compensate us for the time and resources we spend in evaluating the proposed supplier. We may, with or without cause, revoke our approval of any supplier at any time.

### **6.5. Operation of Restaurant in Compliance with Our System Standards**

To ensure that the highest degree of quality and service is maintained, you shall operate your Restaurant in strict conformity with the System Standards throughout the Term. In particular, you also agree:

6.5.1. To sell or offer for sale all menu items, products and services required by us and in the method, manner and style of distribution prescribed by us and only as expressly authorized by us in the Operations Manual or otherwise in writing.

6.5.2. To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by us; to refrain from deviating from the System Standards without our prior written consent; and to discontinue selling and offering for sale any menu items, products or services which we may, in our sole discretion, disapprove in writing at any time. Notwithstanding the foregoing, you understand and agree that we have the right, in our sole discretion, to grant to certain MOOYAH Restaurants variances from our standard menu to accommodate regional or local tastes or ingredients, and that nothing in this Agreement requires us to grant to you a similar variance.

6.5.3. To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, merchandise, supplies and paper goods that conform to our System Standards; to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Operations Manual or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from our System Standards by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent.

6.5.4. To permit us or our agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from your inventory or from your Restaurant, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current System Standards.

6.5.5. To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point of sale and computer hardware and software systems), décor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Operations Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about your Restaurant's premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, décor items, signs, games, vending machines or other items not previously approved as meeting our System Standards. If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution. Our approval shall be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

6.5.6. To grant us and our agents the right to enter your Restaurant's premises, during normal business hours, for the purpose of conducting inspections; to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or our agents and without limiting our other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand. You must reimburse us for all costs (including supplier fees, travel expenses, room and board, and compensation of our agents) associated with any re-inspections or follow-up visits that we conduct after any audit or inspection of your Restaurant that identifies one or more failures of System Standards, and/or if any follow-up visit is necessary because we or our agents are for any reason prevented from properly inspecting any or all of your Restaurant (including because you or your personnel refuse entry to the

premises). In addition, we may require you to attend remedial training at our then-current principal place of business (currently, Plano, Texas), or, at our option, through a virtual platform.

6.5.7. To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may reasonably prescribe from time to time.

6.5.8. To install and maintain equipment and a telecommunications line in accordance with our specifications to permit us to access and retrieve by telecommunication any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at the Restaurant's premises as specified in the Operations Manual, thereby permitting us to: (i) inspect and monitor electronically stored information concerning your Restaurant, Gross Sales and such other information as may be contained or stored in such equipment and software; and (ii) inspect and monitor the computer hardware and software, data security and privacy protocols, configurations, connectivity and data access utilized by your Restaurant. You shall obtain and maintain high speed Internet access and/or other means of electronic communication, as specified by us from time to time. We shall have access as provided herein at such times and in such manner as we shall from time to time specify.

6.5.9. To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices. To accept, as payments from your customers, all (and only those) currencies and credit, debit and payment cards and devices required or approved by us from time to time.

6.5.10. To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Operations Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another MOOYAH Restaurant. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Operations Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other MOOYAH Restaurants and for making timely payment to us, other operators of MOOYAH Restaurants, or a third-party service provider for Gift Cards issued from your Restaurant that are honored by us or other MOOYAH Restaurant operators.

6.5.11. To participate in and honor any loyalty programs that we designate or approve for the System.

## **6.6. Non-Compliance Charge**

We may charge you a non-compliance charge in an amount up to \$100 per day for each violation of any term of this Agreement, including your failure to pay (or to have adequate amounts available for electronic transfer of) amounts you or your affiliates owe us or our affiliates or your failure to timely provide required reports and financial information. In addition, the Royalty Fee we charge under this Agreement is determined based on the assumption that you will comply with your obligations hereunder. If we determine that you are not in compliance with your obligations under this Agreement, your Royalty Fee will also be increased to seven percent (7%) until we determine that you have cured all deficiencies and are compliant with all terms of this Agreement. Nothing in this paragraph limits any of our other rights and remedies available under the terms of this Agreement. You agree that the non-compliance fees are intended to compensate us for additional expenses and certain losses we will incur as a result of your

non-compliance and are not a penalty or an expression of the total amount of such damages. We may change or eliminate these charges from time to time.

#### **6.7. Proprietary Products**

You acknowledge and agree that we and our affiliates may develop for use in the System certain products which are prepared from confidential proprietary recipes and which are trade secrets of us and our affiliates, and other proprietary products bearing the Marks. Because of the importance of quality and uniformity of production and the significance of such proprietary products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of such proprietary products. Accordingly, you agree that if such proprietary products become a part of the System, you shall use only our secret recipes and proprietary products and shall purchase all of your requirements for such proprietary products solely from us or from a source designated by us. You further agree to purchase from us or our designated supplier for resale to your customers proprietary products and other merchandise identifying the System as we shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy your customer demand.

#### **6.8. Advertising and Promotional Materials**

You shall require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in connection with your Restaurant), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Marks.

#### **6.9. Complaints**

You shall process and handle all consumer complaints connected with or relating to your Restaurant, and shall promptly notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding \$500, and (iv) any other material claims against or losses suffered by you. You shall maintain for our inspection any governmental or trade association inspection reports affecting your Restaurant or equipment located in your Restaurant during the Term and for 30 days after the expiration or earlier termination of this Agreement.

#### **6.10. Customer Surveys**

You shall participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products, provided that such discounted or complimentary sales shall not be included in the Gross Sales of your Restaurant. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

#### **6.11. Pricing**

Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may charge for products and services offered by MOOYAH Restaurants. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you

from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

## 6.12. Protection of Personal Information

You may from time to time have access to information that can be used to identify an individual, such as names, addresses, employee identification numbers, signatures, and credit card information (“**Personal Information**”). You may gain access to such Personal Information from us, our affiliates, our vendors, or your own operations. You acknowledge and agree that all Personal Information (other than Restricted Data, defined below) is our Confidential Information and is subject to the protections in Section 9.2.

During and after the Term, you (and if you are conducting business as an entity, each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors, and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance, and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Online Presence; and (b) assist us with meeting our compliance obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. You also agree to follow our instructions regarding curative actions and public statements relating to the breach. We reserve the right to conduct a data security and privacy audit of your Restaurant and your point of sale and computer hardware and software systems at any time, from time to time, to ensure that you are complying with our requirements. You must promptly notify us if you receive any complaint, notice, or communication, whether from a governmental agency, customer, or other person, relating to any Personal Information, or your compliance with your obligations relating to Personal Information under this Agreement, and/or if you have any reason to believe you will not be able to satisfy any of your obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the “**Restricted Data**”): (a) any Personal Information of the employees, contractors, or other personnel of you, your affiliates, or your Restaurant; (b) such other Personal Information as we from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

**ARTICLE 7.**  
**ADVERTISING AND PROMOTION**

Recognizing the value of marketing and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, you acknowledge and agree as follows:

**7.1. Participation in Advertising**

We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all MOOYAH Restaurants operating under the System. You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us 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 us shall be final and binding upon you.

**7.2. Local Advertising**

In addition to the Advertising Fee set forth herein, you shall spend each week throughout the Term an amount equal to 1% of Gross Sales on marketing and promotion of your Restaurant in your local marketing area (“Local Advertising”). You shall submit to us, within 30 days of our request, advertising expenditure reports accurately reflecting your Local Advertising expenditures, including verification copies of all marketing and any other information that we require.

**7.3. MOOYAH Advertising Fund**

Recognizing the value of uniform marketing, advertising and promotion to the goodwill and public image of the System, you agree that we or our designee shall have the right to establish, maintain and administer the MAF for such national and regional advertising programs as we may deem necessary or appropriate, in our sole discretion, as follows:

7.3.1. We or our affiliates or other designees will direct all programs that are developed or presented by the MAF, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The MAF may pay for any activities that we determine are appropriate to promote the MOOYAH brand and MOOYAH Restaurants, including preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining a MOOYAH website and related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering online advertising and marketing campaigns (including search engine, social media, email, and display ad campaigns); developing and maintaining application software designed to run on computers and similar devices, including tablets, smartphones and other mobile devices, as well as any evolutions or “next generations” of any such devices, implementing a loyalty program or other marketing programs designed to encourage the patronage of MOOYAH Restaurants; and supporting public relations, market research, and other advertising, promotion, and marketing activities.

7.3.2. We may use Advertising Fees for activities associated with the administration, maintenance, and creation of the MAF, including reimbursement of the pro rata of the portion of the salaries of our and affiliates’ personnel who devote time to the operation and administration of the MAF. We may also use Advertising Fees to reimburse franchisees for the use of third-party delivery service

providers at our sole discretion and in an amount at our sole discretion. We may spend in any fiscal year an amount greater or less than the total contributions of all Restaurants to the MAF in that year. If any money remains in the MAF at the end of any fiscal year, it will be available to use in succeeding years.

7.3.3. We do not assure you that expenditures by the MAF in or affecting any geographic area will be proportionate or equivalent to the contributions to the MAF by MOOYAH Restaurants in that area, or that any MOOYAH Restaurant will benefit directly or in proportion to its contribution. We are not required to spend any particular amount on advertising in the area in which your Restaurant is located. The MAF was not formed to make a profit. If the MAF has any income, it will be used solely for the collective advertising and promotional benefit of the MOOYAH® franchises, and no part will benefit solely us or any individual franchisee. Each year, we will prepare a summary of the MAF's collections and activities, and you may obtain a copy of the summary for our most recently completed fiscal year by making a written request to us. We are not required to have the MAF audited.

7.3.4. MOOYAH Restaurants owned by us or our affiliates will make contributions to the MAF on the same basis as our franchisees.

7.3.5. We will provide you with copies of prepared advertising, marketing and promotional formats, and materials that are suitable for use at MOOYAH® Restaurants. We will provide these items to you at the cost of producing them, payable when the materials are ordered. These payments are non-refundable.

#### **7.4. Conduct of Advertising; Our Approval**

All marketing and promotion by you in any medium shall be conducted in a professional manner and shall conform to our System Standards. Any advertising materials you develop must be approved by us before distribution, as provided in the Operations Manual. You must submit to us in writing for our approval all press releases, policy statements and samples of all local advertising, marketing and related materials not prepared or previously approved by us. Our approval will not be unreasonably withheld. Pamphlets, brochures, cards or other promotional materials offering free or discounted Restaurant products may only be used if approved in advance. We will notify you of our approval or disapproval of your materials within 15 days after we receive the materials. If we do not provide our specific approval of the materials, they are deemed not approved. At our request, all local advertising materials must include certain language, such as "Franchises Available" and our website address and telephone number. You must list your Restaurant in the principal telephone directories distributed in your metropolitan area. You will not establish any Online Presence without our prior written authorization, which we do not have to provide.

#### **7.5. New Restaurant Marketing Program**

In addition to the Advertising Fees and expenditures set forth herein, when you sign the premises lease for your Restaurant, you must pay to us the New Restaurant Marketing Program Fee. We will use the New Restaurant Marketing Program Fee for the initial marketing and advertising of your Restaurant in connection with its grand opening.

#### **7.6. Online Presence**

Online Presence (as defined below) is considered as "advertising" under this Agreement, and is subject (among other things) to our review and prior written approval before any Online Presence may be used (as described above). The term "Online Presence" means any website, domain name, email address,

social media platform or account, user name, or other online presence or presence on any electronic, virtual, or digital medium of any kind that refers to your Restaurant, the Marks, us, or the System.

In connection with any Online Presence, you may not establish any Online Presence related to the Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through any Online Presence without our prior written approval. As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only Online Presence will be through one or more web pages that we establish on our Online Presence.

We will have the right to establish any Online Presence providing private and secure communications between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to such Online Presence in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of such Online Presence that you must acknowledge and/or sign.

You are not permitted to promote your Restaurant or use any of the Marks in any manner in connection with any Online Presence, without our prior written consent. If we approve the use of any such Online Presence in the operation of your Restaurant, you will develop and maintain such Online Presence only in accordance with our guidelines, including our guidelines for posting any messages or commentary on other third-party websites or other Online Presence. Unless we specify otherwise, we will own the rights to each such Online Presence. At our request, you agree to grant us access to each such Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Online Presence, or to help us obtain exclusive rights in such Online Presence. We reserve the right to conduct collective/national campaigns via any Online Presence on your behalf.

## **ARTICLE 8.** **MARKS**

### **8.1. Ownership of Marks; Limited License**

8.1.1. We represent to you that we have the right to license the use of the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to your operating your Restaurant strictly in accordance with this Agreement. We have the sole right to determine which Marks you are licensed to use from time to time and to direct how the Marks are used, how they appear, where they appear, and how they are referenced. You are licensed to use the Marks only as we specify from time to time.

8.1.2. You and your owners shall take no action that would prejudice or interfere with the validity of our and our affiliates' rights with respect to the Marks. Nothing in this Agreement shall give you any right, title, or interest in or to any of the Marks or any other service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of your Restaurant and only at or from the Location or in approved advertising related to your Restaurant.

8.1.3. You agree not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder.

8.1.4. Any and all goodwill arising from your use of the Marks and the System shall inure solely and exclusively to our and our affiliates' benefit, 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 your use of the Marks.

8.1.5. Any unauthorized use of the Marks shall constitute an infringement of our and our affiliates' rights in the Marks and a material event of default hereunder. You agree to provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks. Unless we authorized you to do so, you may not participate in, sponsor, or maintain affiliation with political or charitable organizations, and/or any internal or external programs relating to environmental, social, or governance objectives.

8.1.6. If, in our discretion, we determine it to be necessary or appropriate for MOOYAH Restaurants to discontinue use of any Mark, to use a modified version of a Mark, or to begin using a new Mark, then you will, at your expense, immediately comply with our instructions to do so. You waive any claim arising from or relating to any Mark change, modification, substitution or discontinuance. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

## **8.2. Limitation on Use of Marks**

8.2.1. Unless otherwise authorized or required by us, you shall operate and advertise your Restaurant only under the name "MOOYAH" without prefix or suffix. You shall not use the Marks as part of your corporate or other legal name, and shall obtain our approval of a trade name or "d/b/a" prior to filing it with the applicable state authority.

8.2.2. You shall always identify and refer to yourself as the independent owner of your Restaurant, including on business forms as well as the display of a notice in such content and form and at such prominent locations at your Restaurant's premises as we may designate in writing.

8.2.3. You shall not use the Marks to incur any obligation or indebtedness on our behalf. All contracts must be signed using your legal name and, if appropriate, the phrase "d/b/a MOOYAH." You must not sign or appear in any contract simple as "MOOYAH".

8.2.4. You shall not use the Marks in the advertising of any Restricted Transfer without our prior written consent.

8.2.5. You shall comply with applicable law and our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

## **8.3. Notification of Infringement or Claim**

You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark, of any claim by any person of any rights in any Mark, and you and your owners shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim. We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or other proceeding, including in connection with the U.S. Patent and Trademark Office, arising out of any such alleged infringement, challenge or claim or

otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts) in strict compliance with this Agreement.

#### **8.4. Non-Disparagement**

You agree not to (and to use your best efforts to cause your current and former shareholders, members, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives or affiliates, our current and former franchisees, area directors, or developers, the MOOYAH brand, the System, any MOOYAH Restaurant (including your own), any business using the Marks, any other brand or service-marked or trademarked concept of us or our affiliates, or which would subject the MOOYAH brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of us, the MOOYAH brand, the System, or any other brands owned or controlled by us or any of our affiliates.

### **ARTICLE 9.**

#### **CONFIDENTIALITY AND NON-COMPETITION COVENANTS**

##### **9.1. Confidential Operations Manual**

We will loan you, for your use during the Term, one (1) copy of the manual or series of manuals that describe certain processes and standards that apply to the development and operation of MOOYAH Restaurants (the "Operations Manual"). The Operations Manual contains both mandatory specifications, standards, operating procedures and rules that we periodically prescribe for operating MOOYAH Restaurants, including requiring your participation in quality assurance and customer satisfaction programs we designate, regulating your Restaurant's menu, product offerings, appearance and inclusion of nutrition information, [regulating policies for the registration, use, content, or management of Online Presences, or other technology systems, solutions, or products](#), and information on your other obligations under this Agreement ("System Standards"), and other specifications, standards and policies we may suggest from time to time, and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards, including, without limitation, in the form of memoranda and newsletters. You agree to keep your copy of the Operations Manual current and in a secure location at your Restaurant. If there is a discrepancy between our copy of the Operations Manual and yours, our copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and contain proprietary information and trade secrets, which you will keep it in a secure location and will not be accessible to persons who are not authorized to review it. You will not disclose the Operations Manual to any person other than your employees who need to know its contents and who are bound by an obligation of confidentiality. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

At our option, we may make some or all of the Operations Manual available through an Online Presence. If we do so, you agree to monitor and access that Online Presence for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to

access the Operations Manual on any Online Presence will be deemed to be part of our Confidential Information (as defined in Section 9.2).

## 9.2. Confidential Information

9.2.1. In connection with your franchise under this Agreement, you and your owners and personnel may from time to time have access to, be provided with, or otherwise be exposed to certain information about the System and the operation of MOOYAH Restaurants, including your Restaurant (some, but not all, of which may be “trade secrets” under applicable law), that we consider and protect as confidential (regardless of whether they are marked as such), including the following (collectively, the “**Confidential Information**”):

- (a) site selection criteria and site development methods;
- (b) training manuals (including the Operations Manual), and other proprietary information related to the operation of MOOYAH Restaurants, including, without limitation, recipes, formulas, preparation methods, and serving techniques;
- (c) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating MOOYAH Restaurants;
- (d) information regarding potential marketing, advertising and promotional programs and strategies related thereto, and analyses of the performance and results of such programs once implemented;
- (e) knowledge of specifications for, and suppliers of, equipment and other products and supplies used in the operation of MOOYAH Restaurants;
- (f) any computer software or similar technology which is proprietary to us, our affiliates, or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- (g) knowledge of the operating results and financial performance of MOOYAH Restaurants (including your Restaurant); and
- (h) information generated by, or used or developed in, your Restaurant’s operation, including information relating to customers such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information, and related information, and any other information contained from time to time in any computer system.

All Confidential Information will be owned by us (other than Restricted Data). You acknowledge and agree that: (i) you will not acquire any interest in any of our Confidential Information, other than the right to use it as we specify in operating your Restaurant during the Term, and (ii) that our Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you will protect it. You acknowledge that any unauthorized use or disclosure of our Confidential Information would be an unfair method of competition and a breach of trust and confidence and will result in irreparable harm to us and our affiliates.

You (and if you are conducting business as an entity, each of your owners) therefore agree that during and after the Term you will, and to cause your spouses, immediate family members, affiliates, and assigns to: (i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Restaurant in accordance with this Agreement, and not for any other purpose of any kind; (ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and System Standards we establish from time to time, and our and our representative's instructions; (iii) keep confidential and not disclose, sell, distribute, or trade our Confidential Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in operating your Restaurant in accordance with this Agreement; and you agree that you will be responsible for any violation of this requirement by any of your representatives or employees; (iv) not make unauthorized copies of any of our Confidential Information; (v) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement; and (vi) at our request, destroy or return any of the Confidential Information.

9.2.2. You agree to protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature and with no less than reasonable care, including by establishing reasonable security and access measures.

9.2.3. As between us and you, we are the sole owner of all right, title, and interest in and to the System and any Confidential Information (other than Restricted Data). All improvements, developments, derivative works, enhancements, or modifications to the System and any Confidential Information (collectively, "Innovations") made or created by you, your employees, or your contractors, whether developed separately or in conjunction with us, shall be owned solely by us. You represent, warrant, and covenant that your employees and contractors are bound by written agreements assigning all rights in and to any Innovations developed or created by them to you. To the extent that you, your employees, or your contractors are deemed to have any interest in such Innovations, you hereby agree to assign, and do assign, all right, title and interest in and to such Innovations to us. To that end, you shall execute, verify, and deliver such documents (including, without limitation, assignments) and perform such other acts (including appearances as a witness) as we may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such ownership rights in and to the Innovations, and the assignment thereof. Your obligation to assist us with respect to such ownership rights shall continue beyond the expiration or termination of this Agreement. In the event we are unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in this Section 9.2, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest and is irrevocable, to act for and on your behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 9.2 with the same legal force and effect as if executed by you. The obligations of this Section 9.2 shall survive any expiration or termination of the Agreement.

### **9.3. Non-Competition**

9.3.1. You acknowledge that, as a franchisee, you and your owners will receive valuable training and access to trade secrets and Confidential Information, including, without limitation,

information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your owners and your managers and employees. You acknowledge that such specialized training and access to trade secrets and Confidential Information provide a competitive advantage and will be valuable to you and them in the development and operation of your Restaurant, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why you are entering into this Agreement. In consideration for such specialized training and access to trade secrets and Confidential Information, you covenant that, during the Term and anywhere in the world, neither you nor any of your owners or members of your or their immediate family shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership, corporation or other legal entity, Engage in a Competitive Business. “Engage in a Competitive Business” means to:

(a) directly or indirectly divert, or attempt to divert, any business or customer or potential customer of your Restaurant to any Competitive Business, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

(b) own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist, make loans to, or act as landlord to, any Competitive Business (provided, however, that nothing herein shall prohibit the ownership of not more than a 5% beneficial interest in the outstanding equity securities of any publicly held corporation); or

(c) directly or indirectly appropriate, use, duplicate or replicate the System, the System Standards, or any portion of either, in connection with any other business or endeavor.

A “Competitive Business” is any quick-service or fast casual restaurant in which either (a) hamburgers account for at least 10% of the restaurant’s gross sales derived from the sale of all food items (excluding beverages) during any calendar month, or (b) the advertised selling prices of all hamburgers, fries and shakes offered for sale at or from the restaurant, in the aggregate, equal to or exceeding 10% of the total of the advertised selling prices of all food and beverage menu items (excluding alcohol) offered for sale at or from the restaurant.

9.3.2. You agree that, upon expiration or termination of this Agreement, you and your owners will not, for two (2) years thereafter, Engage in a Competitive Business in respect of any Competitive Business which is, or is intended to be, located within a 5-mile radius of the location of any MOOYAH Restaurant, including any Restaurant that ceased operation within the one-year period immediately preceding the event triggering the non-competition provisions set forth in this Section 9.3.2 (collectively, the “Restricted Area”). If any person restricted by this Section 9.3.2 fails to comply with the foregoing obligations as of the date of expiration or termination of this Agreement, the two (2)-year restricted period for that person will commence on the date the person begins to comply with this Section, which may be the date a court order is entered enforcing this provision.

9.3.3. You shall require and obtain execution of covenants similar to those set forth in this Section 9.3 and in Section 9.4 below, in form and substance acceptable to us, from your General Manager, any of your owners who we do not require to guaranty your obligations, and all other of your personnel who have received or will have access to training from us.

#### **9.4. Failure to Comply with Non-Competition Provisions**

9.4.1. You acknowledge that a violation of the terms of this Article 9 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct by you or your owners in violation of the terms of this Article. You agree to pay all arbitration and court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Article.

9.4.2. Notwithstanding the generality of the foregoing and in addition to our rights set forth in Section 9.4.1, if you are found to be in violation of the in-term and post-term non-competition provisions set forth in Section 9.3 above, you agree to pay to us, on demand, \$30,000 for each Competitive Business location you are associated with in the Restricted Area, plus 6% of the Gross Sales of such location for as long as the violation of the non-competition provisions set forth herein continues, as being a reasonable pre-estimate of the damages we will suffer.

### **ARTICLE 10.** **BOOKS AND RECORDS**

#### **10.1. Books and Records**

You shall maintain during the Term, and shall preserve for at least seven (7) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Operations Manual or otherwise in writing.

#### **10.2. Reports**

In addition to the Royalty Report required by Article 4 hereof, you shall comply with the following reporting obligations:

10.2.1. You shall, at your expense, submit to us, in the form prescribed by us, a report of Gross Sales and a profit and loss statement for each financial period we designate (which may be unaudited) for you within 10 days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

10.2.2. You shall, at your expense, provide to us a complete annual financial statement prepared by an independent certified public accountant by April 15<sup>th</sup> of each year during the Term showing the results of your Restaurant's operations during the previous calendar year. We reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of 2% or more in any report, pursuant to Section 10.3; and

10.2.3. You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to your Restaurant, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

### **10.3. Inspections; Audits**

We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at your Restaurant. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee, Advertising Fee, or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with late fees and interest determined in accordance with the provisions of Section 4.6 (the "Overdue Amount"). Depending upon the extent of your under-reporting, you will have to pay us as follows:

10.3.1. If reported Gross Sales for the period covered by the audit are less than 98% of the actual Gross Sales for that period, you will reimburse us for the Overdue Amount and all costs of the investigation, including salaries, outside accountant fees, outside attorneys' fees, travel, meals, and lodging (the "Audit Costs").

10.3.2. If reported Gross Sales for any calendar year are less than 95% of the actual Gross Sales for that period, you must pay us the Overdue Amount, the Audit Costs and an under-reporting fee equal to 100% of the Overdue Amount. This charge covers the damages we suffer for your under-reporting, which is injurious and prejudicial to the System, the Marks, and the goodwill associated therewith. However, we will not impose this charge if you can show that you diligently used our control systems each week, and that your under-reporting was due solely to employee theft that could not be detected with our control systems.

If we notified you in writing of an audit at least five (5) days in advance and you fail to produce your books and records at the time of the audit, you agree to pay for all costs we incur. If you fail to submit all of your information to be audited, we reserve the right to estimate your sales and charge you based upon such estimate.

### **10.4. Correction of Errors**

You understand and agree that our receipt or acceptance of any of the statements furnished or royalties paid to us (or the cashing of any royalty checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

### **10.5. Authorization of Us**

You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or your Restaurant. You authorize us to disclose data from your reports, if we determine, in our sole and absolute discretion, that such disclosure is necessary or

advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

## **ARTICLE 11.** **INSURANCE**

**11.1.** You shall procure, upon or prior to execution of this Agreement, and shall maintain in full force and effect at all times during the Term (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the Term) at your expense, all insurance coverages required by applicable law and an insurance policy or policies protecting you and us, our successors and assigns, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them, as well as any development agent applicable for the area in which your Restaurant is located, against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with your Restaurant.

**11.2.** Such insurance policies must be written by an insurance company acceptable to us and which has a rating of “A” or higher with A.M. Best Company and shall include the types and coverage amounts as we require from time to time as set forth in the Operations Manual. You acknowledge and agree that types and amounts of coverage we require are minimums that we establish for our own benefit. We make no representation that such minimums will be adequate for your needs or desires. You shall conduct your own investigation and, at your discretion, purchase such coverages over and above the minimums we establish as you determine to be appropriate for your own situation.

**11.3.** Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 14 of this Agreement.

**11.4.** All general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as well as any development agent that may be applicable for the area in which your Restaurant is located, are additional named insureds and shall be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees and regardless of any breach by you of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than 30 days’ prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies.

**11.5.** Our requirements for minimum insurance coverage are not representations or warranties of any kind that such coverage is sufficient for your Restaurant’s operations. Such requirements represent only the minimum coverage that we deem acceptable to protect our interests. It is your sole responsibility to obtain insurance coverage for your Restaurant that you deem appropriate, based on your own independent investigation. We are not responsible if you sustain losses that exceed your insurance coverage under any circumstances.

**11.6.** Not later than 10 days prior to the Opening Date, and thereafter within 10 days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of coverage at least as necessary to comply with our minimum requirements. In addition, on our request, you shall deliver to us a copy of the insurance policy or policies required hereunder. Should you, for any reason, fail to procure or maintain the insurance required by this

Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges you must pay immediately upon notice together with a 10% administrative fee. The foregoing remedies are in addition to any other remedies we may have at law or in equity.

## **ARTICLE 12.** **DEBTS AND TAXES**

### **12.1. Taxes**

Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes (as defined below). You shall promptly pay when due all Taxes, levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of your Restaurant. Without limiting the provisions of Article 14, you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within 10 business days after such filing has been made with the appropriate taxing authority.

The term “Taxes” means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of your Restaurant, the payment of monies, taxes imposed on the Royalty Fees, Advertising Fees, or other amounts paid to us, or the exercise of rights granted pursuant to this Agreement, whether imposed upon you or us.

### **12.2. Tax Disputes**

In the event of any bona fide dispute as to your liability for Taxes or other indebtedness, you may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against your Restaurant’s premises or any improvements thereon.

### **12.3. Payment of Your Restaurant’s Debts**

You acknowledge that your failure to pay debts owed by you to third parties can significantly impact the goodwill associated with the Marks and the third-party’s willingness to provide goods or services or otherwise deal with other MOOYAH Restaurants. Therefore, you agree that you will timely pay all of your and your Restaurant’s indebtedness unless you timely and in good faith contest the validity of such debts.

### **12.4. Notification of Action or Proceeding**

You shall notify and deliver to us, in writing within five (5) days of the 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 may adversely affect the operation or financial condition of your Restaurant.

**ARTICLE 13.**  
**TRANSFER OF INTEREST**

**13.1. Transfer by Us**

You represent that you have not signed this Agreement in reliance on the participation or involvement of any particular owner, director, officer, employee, or development agent manager. We may change our ownership or form or assign this Agreement and any other agreement to a third party without restriction.

**13.2. Transfer by You**

13.2.1. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of you and, if applicable, your owners. Accordingly, neither you nor any owner, nor any successor or assignee of you or any owner, shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger or divorce), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in your Restaurant and/or any of your Restaurant's material assets (other than in connection with replacing, upgrading or otherwise dealing with such assets as required or permitted by this Agreement), in you or in any owner that is an entity, in each case without our prior written consent. Any purported assignment or transfer, by operation of law or contract, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

13.2.2. If you wish to transfer all or part of your interest in your Restaurant, any of your Restaurant's material assets (except as provided in Section 13.2.1 above) or this Agreement, or if you or an owner wishes to transfer or permit a transfer of any ownership interest in you or in an owner that is an entity, then in each such case (any or all of which are referred to in this Article 13 as a "Restricted Transfer"), transferor and the proposed transferee shall apply to us for our consent. We may approve a Restricted Transfer that meets all the applicable requirements of this Section 13.2.2; provided, however, it will be in our sole and unfettered discretion whether to approve any Restricted Transfer. We will give your request reasonable consideration but may condition our consent on compliance with certain requirements, including the following (which you agree are reasonable):

(a) You shall provide us all information or documents we request about the Restricted Transfer, the transferee, and its owners;

(b) All of the accrued monetary obligations of you or any of your affiliates and all other outstanding obligations to us arising under this Agreement or any other agreement shall have been satisfied in a timely manner and you shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(c) You and your affiliates shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or any of our affiliates at the time of transaction;

(d) The transferor and its owners (if applicable) and, if the transferee owns interests in other MOOYAH Restaurants, then the transferee and its owners (if applicable) shall have executed a general release, in a form reasonably satisfactory to us, of any and all claims against us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and

employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations;

(e) The transferee shall demonstrate to our reasonable satisfaction that transferee meets the criteria considered by us when reviewing a prospective franchisee's application for a franchise, including, but not limited to, our educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other MOOYAH Restaurants and other businesses owned or operated by transferee;

(f) The transferee shall enter into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(g) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for your Restaurant, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, the then-current Royalty Fee and Advertising Fee; provided, however, that the transferee shall not be required to pay any Initial Franchise Fee;

(h) The transferee, at its expense, shall renovate, modernize and otherwise upgrade your Restaurant and, if applicable, any delivery vehicles to conform to the then-current System Standards, and shall complete the upgrading and other requirements which conform to the System Standards within the time period reasonably specified by us;

(i) The transferor shall remain liable for all of the obligations to us in connection with your Restaurant incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;

(j) At the transferee's expense, the transferee, the transferee's General Manager and/or any other applicable Restaurant personnel shall complete any training programs then in effect for franchisees of Restaurants upon such terms and conditions as we may reasonably require;

(k) You shall pay to us a transfer fee ~~equal to 50% of our then current initial franchise fee~~ in the amount of \$20,000 to reimburse us for reviewing the application to transfer, including, without limitation, training expenses, legal and accounting fees; and

(l) If the transferee is a corporation, limited liability company or a partnership, the transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth at Article 6 as we request. Transferee shall provide to us evidence satisfactory to us that the terms of such Article have been satisfied and are true and correct on the date of transfer.

13.2.3. You shall not grant a security interest in your Restaurant or in any of your assets without our prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents

related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

13.2.4. You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

### **13.3. Transfer to a Corporation or Limited Liability Company**

In the event the proposed transfer is to a corporation or limited liability company formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements set forth at Section 13.2.2, except that the requirements set forth at Sections 13.2.2(d), 13.2.2(e), 13.2.2(g), 13.2.2(h), 13.2.2(j), 13.2.2(k) and 13.2.2(l) shall not apply. With respect to a transfer to a corporation formed for the convenience of ownership, you shall be the owner of all of the voting stock or interest of the corporation and if you are more than one (1) individual, each individual shall have the same proportionate ownership interest in the entity as he had in you prior to the transfer. A transfer under this Section 13.3 may occur one (1) time only. You must reimburse us for any direct costs we incur in connection with documenting and otherwise processing such transfer, including reasonable legal fees.

### **13.4. Our Right to Purchase Business**

13.4.1. If you wish to transfer all or part of your interest in your Restaurant or this Agreement or if you or an owner wish to transfer any ownership interest in you, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within 30 days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) 60 days from the date of notice to the seller of the election to purchase by us, (ii) 60 days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 13.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 13, with respect to a proposed transfer.

13.4.2. Notwithstanding the provisions of Section 13.4.1 above, where the proposed transfer (alone or together with any other transfer or event effected within the prior 24-month period) results in a "Change of Control", we may elect, in our sole discretion, to treat the notice given pursuant to such Section 13.4.1 as an offer to assign to us all of your rights under this Agreement and to your Restaurant (including lease and contract rights and other assets of you and your affiliates used in connection with your Restaurant, excluding the assets of your benefit plans) (collectively, the "Restaurant Interests"). As used in this Section 13.4.2, Change of Control means any circumstance resulting in one or more of your owners who own or control a majority of the ownership interests (a "Controlling Interest") ceasing have a Controlling Interest. In such case, we shall notify you of the special election provided for in this Section 13.4.2 at the time we exercise our option as provided in Section 13.4.1. The terms of such purchase shall be the same as the Offer Terms (subject to the other provisions of this Section 13.4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of your Restaurant Interests, determined in a manner consistent with Section 17.12.1. As used herein, "Implied Market Price" shall mean an amount equal to the total price to be paid by the transferee under the Offer Terms,

divided by the percentage (expressed as a decimal) of ownership of you proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 17.12.1) of any assets included in the proposed transfer that are not related to your Restaurant. If you have more than one (1) MOOYAH Restaurant, then the Implied Market Price shall, unless otherwise agreed by us and you, be allocated among all of your MOOYAH Restaurants equally.

We may assign our rights under this Section 13.4 to any other person or entity.

13.4.3. In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount 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 each shall pay half of the appraisal fees. In the event that we exercise our right of first refusal herein provided, we shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us.

13.4.4. Failure to comply with the provisions of this Section 13.4 prior to the transfer of any interest in you, your Restaurant or this Agreement shall constitute a material event of default under this Agreement.

### **13.5. Death or Disability**

13.5.1. Upon your death (if you are a natural person) or upon the death of any owner holding a Controlling Interest who is a natural person and who has an interest in this Agreement, your Restaurant or you (the “Deceased”), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party approved by us within 12 months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by us. If the distributee is not approved by us, then the distributee shall transfer such interest to a third party approved by us within 12 months after the death of the Deceased.

13.5.2. Upon your permanent disability (if you are a natural person) or upon the permanent disability of any owner holding a Controlling Interest who is a natural person and who has an interest in this Agreement, your Restaurant or you, we may, in our reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 13 within six (6) months after notice to you. “Permanent disability” shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then such person automatically shall be deemed permanently disabled as of the date of such refusal for the purpose of this Section 13.5. The costs of any examination required by this Article shall be paid by us.

13.5.3. Upon the death or claim of permanent disability of you or any owner holding a Controlling Interest, you or a representative of yours must notify us of such death or claim of permanent disability within 10 days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Article for any *inter vivos* transfer. If an

interest is not transferred upon death or permanent disability as required in this Article, then such failure shall constitute a material event of default under this Agreement.

13.5.4. In order to prevent any interruption of your Restaurant's operations which would cause harm to your Restaurant, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate your Restaurant in accordance with the System Standards, operate your Restaurant for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of your Restaurant during such period of operation by us shall be kept in a separate account, and the expenses of your Restaurant, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate your Restaurant, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

### **13.6. No Waiver of Claims**

Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

## **ARTICLE 14.** **INDEMNIFICATION**

### **14.1. Indemnification by You**

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective owners, directors, managers, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one (1) or more of the Indemnified Parties for, all claims, obligations, ~~and~~ damages, and losses directly or indirectly arising out of (i) the operation of your Restaurant, (ii) the business you conduct under this Agreement, ~~or~~ (iii) your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction, or (iv) claims instituted by your employees, or by others that arise from your employment practices. For purposes of this indemnification, "claims" include all obligations, damages (actual or consequential), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, arbitration and court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it (including choosing and retaining its own legal counsel) at your expense and agree to settlements or take any other remedial, corrective, or other actions in response to such claims. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

**ARTICLE 15.**  
**RELATIONSHIP OF THE PARTIES**

**15.1. No Relationship**

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you are an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

**15.2. Your Employees, Agents and Contractors**

You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire or engage to assist in the operation of your Restaurant. You agree that any employee, agent or independent contractor that you hire or engage will be your employee, agent or independent contractor, and not our employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Restaurant in compliance with federal, state, and local employment laws.

**ARTICLE 16.**  
**TERMINATION**

**16.1. Termination Without Opportunity to Cure**

16.1.1. You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable. You will be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, (except as otherwise stated below), effective immediately upon notice to you, upon the occurrence of any of the following events:

(a) If you operate your Restaurant or sell any products or services authorized by us for sale at your Restaurant at a location which has not been approved by us;

(b) If you fail to construct or remodel your Restaurant in accordance with our plans and specifications as such plans may be adapted with our approval in accordance with Section 2.5;

(c) If you fail to secure possession of your Restaurant's premises at the Location by the Possession Deadline;

(d) If you fail to open your Restaurant for business within the period specified in Section 2.6 hereof;

(e) If you at any time cease to operate or otherwise abandon your Restaurant (you will be deemed to have abandoned your Restaurant if you do not operate it for three (3) consecutive days, unless the closure is due to circumstances beyond your control or we have consented to such

closure), or lose the right to possession of the Location (including, without limitation, if the lease or any other agreement by which you have the right to possess your Restaurant's premises is terminated), or otherwise forfeit the right to do or transact business in the jurisdiction where your Restaurant is located;

(f) If you (or any of your owners) are (i) convicted of or plead guilty or "no-contest" to a felony, (ii) convicted of or plead guilty or "no contest" to any crime or other offense likely to adversely affect the reputation of your Restaurant, any other MOOYAH Restaurant, the System or the goodwill of the Marks, or (iii) engage in any conduct which, in our opinion, adversely affects or, if you were to continue as a franchisee under this Agreement, is likely to adversely affect the reputation of your Restaurant, the reputation and goodwill of any MOOYAH Restaurant or the System generally, or the goodwill associated with the Marks;

(g) If a threat or danger to public health or safety results from the construction, maintenance or operation of your Restaurant;

(h) If you or any owner engages in transfer contrary to the terms of Article 13 of this Agreement;

(i) If you or any of your affiliates do not pay any monies owing to us (including the New Restaurant Marketing Program Fee), any of our affiliates or third-party vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply);

(j) If you or anyone else bound by the in-term covenants in Section 9.3 hereof violates those covenants and does not cure the violation within 30 days following notice from us;

(k) If, contrary to the terms of Section 9.2.1 hereof, you or any of your owners disclose, use or divulge any Confidential Information or fail to obtain execution of covenants and related agreements in violation of Section 9.2.2 hereof and do not correct such failure within 30 days following notice from us;

(l) If a transfer upon death or permanent disability is not completed in accordance with Article 13 and within the time periods therein;

(m) If you knowingly maintain false books or records, or submit any false reports to us;

(n) If you breach in any material respect any of the covenants in any material respect set forth in Article 5 or have falsely made any of the representations or warranties set forth in Article 5;

(o) If you fail to propose a qualified replacement or successor General Manager within the time required under Section 5.3 following 10 days' prior written notice;

(p) If you fail to procure and maintain the insurance policies required by Article 11 and you fail to cure such default within 10 days following notice from us;

(q) If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding

the above, you shall be entitled to notice of such event of default and shall have 24 hours to cure such default;

(r) If you commit three (3) material events of default under this Agreement, within any 12-month period, whether or not we notify you of such failures to comply, and, if we do notify you of such failures, whether or not you corrected the failures after the delivery of our notice to you;

(s) If any of your General Manager is not able to complete the MOOYAH initial training program to our satisfaction, after having given you the opportunity to designate a replacement manager;

(t) If you fail to comply with all applicable laws and ordinances relating to your Restaurant, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation;

(u) Any license or permit you are required to maintain for the operation of your Restaurant is revoked; or

(v) If: (i) you take or threaten to take any action to liquidate your assets; (ii) you do not pay, or you admit your inability to pay, any debts or other amounts you owe when such debts or amounts are due and payable; (iii) you make or purport to make a general assignment for the benefit of creditors; (iv) you institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy, or should any such proceeding be instituted against you; (v) a custodian, receiver, manager or any other person with like powers is appointed to take charge of all or any part of your assets or of the shares or documents of title owned by any of your shareholders or title holders; (vi) you or your owners commit a default under any contract of conditional sale, mortgage or other security instrument; (vii) any of your goods, chattels or assets are seized or taken in execution or in attachment by a creditor, or a writ of execution is issued against any of such goods, chattels, or assets; or (viii) a judgment or judgments for the payment of money in amounts, either individually or in the aggregate, in excess of \$20,000 are awarded against you and remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed).

## **16.2. Notice of Termination – 30 Days to Cure**

Except as provided in Section 16.1 of this Agreement, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least 30 days prior to the effective date of termination. However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our reasonable or making a bona fide attempt to cure to our reasonable satisfaction within the 30-day period and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate immediately on our notice to you following the expiration of the 30-day period or such longer period as applicable law may require.

## **16.3. Cross-Defaults, Non-Exclusive Remedies, etc.**

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates)

and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or other agreements the breach of which might, in our sole determination, materially and negatively impact (i) the MOOYAH brand, (ii) our, our affiliates', or our other franchisees' relationships with third party suppliers, or (iii) your ability to operate the Restaurant in accordance with this Agreement, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

#### **16.4. Our Right to Discontinue Services to You**

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 16, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of any webpage we designate for your Restaurant on our Online Presence, until such time as you correct the breach.

#### **16.5. Interim Operations**

In addition to the rights described in this Agreement, we (or a third party designated by us) may operate the Restaurant on an interim basis under the following circumstances: (a) if you close or fail to actively operate your Restaurant without our prior written permission; (b) if we are otherwise entitled to terminate this Agreement under Section 16.1 above; or (c) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Restaurant under Section 17.12 below.

If we elect to operate your Restaurant on any interim basis, you must cooperate with us and our designees, continue to support the operations of the Restaurant, and comply with all of our instructions and System Standards, including making available any and all books, records, and accounts to us or our designee. You understand and acknowledge that during any such interim period, you are still the owner of the Restaurant and you continue to bear sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under any lease and all obligations to your vendors, employees, and contractors, unless and until we expressly assume them in connection with the option to purchase under Section 17.12 below. You understand that we are not required to use your employees, vendors, or accounts to operate the Restaurant. You also agree that we may elect to cease such interim operations of the Restaurant at any time with notice to you.

If we exercise our purchase rights based on clauses (a) or (b) above, that will not affect our right to terminate this Agreement under Section 16.1 above, and you agree to pay us (in addition to the Royalty Fee, Advertising Fee, and other amounts due under this Agreement) an amount equal to 10% of your Restaurant's Gross Sales, plus the direct out-of-pocket costs and expenses incurred in the operation of the Restaurant, for any period we deem appropriate. .

**ARTICLE 17.**  
**POST-TERMINATION**

Upon termination or expiration of this Agreement, all rights granted hereunder to you (and your owners, if applicable) must comply with the following:

**17.1. Cease Operations**

You shall immediately cease to operate your Restaurant under this Agreement and cease to directly or indirectly sell any products and services of any kind and in any manner from the Restaurant, unless we direct you otherwise in connection with our exercise of our option to purchase pursuant to Section 17.12.

**17.2. Stop Using the Marks and System**

You shall immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, the Marks, any Contact Identifiers (as defined in Section 17.15) or any Online Presence. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Marks, and shall immediately change all paint colors, remove all of our proprietary or non-proprietary design items.

**17.3. Cancellation of Assumed Names**

You shall cease to directly or indirectly identify yourself or your business as a current or former Restaurant or as one of our current or former franchise owners (except in connection with other MOOYAH Restaurants you operate in compliance with the terms of a valid Franchise Agreement with us) and take such action as may be necessary to cancel or assign all fictitious or assumed names or equivalent registrations relating to your use of any Mark, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

**17.4. No Use of Similar Marks**

You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which may cause confusion, mistake or deception, or which may dilute our rights in and to the Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

**17.5. Payment of Sums Owed**

You shall promptly pay all sums owing to us. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of any default by you, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by you and on your Restaurant's premises operated hereunder at the time of default.

#### **17.6. Payment of Damages, Costs and Expenses**

You shall pay us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us in connection with obtaining any remedy available to us for any violation of this Agreement, and subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article 17.

#### **17.7. Delivery of Operations Manual and Materials**

You shall immediately deliver to us the Operations Manual and all other manuals, all Confidential Information, software licensed by us (if any), records, files, instructions, correspondence, all materials related to operating your Restaurant, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of your Restaurant in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

#### **17.8. Confidential Information**

You shall comply with the restrictions on Confidential Information contained in Article 9 of this Agreement and shall also comply with the non-competition covenants contained in Article 9. Any other person required to execute similar covenants pursuant to Article 9 shall also comply with such covenants.

#### **17.9. Advertising and Promotional Materials**

You shall also immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your Restaurant's premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within 30 days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

#### **17.10. Signage**

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at your Restaurant are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein.

#### **17.11. Assignment of Lease**

If you operate your Restaurant under a lease or sublease with a third party or, with respect to any lease for equipment used in the operation of your Restaurant, then you shall, at our option, assign to us any interest which we have in any lease or sublease for your Restaurant's premises or any equipment related thereto. We may exercise such option at or within 30 days after either termination or (subject to any existing right to renew) expiration of this Agreement. In the event we do not elect to exercise our option to acquire the lease or sublease for your Restaurant's premises or do not have such option, you shall make such modifications or alterations to your Restaurant's premises as are necessary to distinguish the appearance of your Restaurant from that of other MOOYAH Restaurants operating under the System and shall make such specific additional changes as we may reasonably request. If you fail or refuse to

comply with the requirements of this Section 17.11, we shall have the right to enter upon your Restaurant's premises, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you agree to pay upon demand. Notwithstanding the provisions of this Section 17.11 to the contrary, in the event the lease or sublease is assigned to us, we hereby indemnify and hold harmless you and any guarantors under said lease, for any breach by us or our successors or assigns from any liability arising out of the lease for your Restaurant's premises from and after the date of the assignment of lease or sublease.

## **17.12. Our Right to Purchase**

17.12.1. Except as provided in Sections 17.9, 17.10 and 17.13, we shall have the option, to be exercised within 30 days after termination or expiration of this Agreement, to purchase from you any or all of the furnishings, equipment (including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of your Restaurant, at fair market value. If we exercise our right to purchase all or a portion of your assets, we will purchase such assets only and will not assume any liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within 30 days of our exercise of this 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 each shall pay half of the appraisal fees. If we elect to exercise any option to purchase herein provided, we shall have the right to set off (i) all fees for any such independent appraiser due from you, (ii) all amounts due from you to us 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.

17.12.2. In addition to the options described above and if you own your Restaurant's premises, then we shall have the option, to be exercised at or within 30 days after termination or expiration of this Agreement, to purchase your Restaurant's premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies and inventory therein at fair market value. We shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If you do not own the land on which your Restaurant is operated and we exercise our option for an assignment of the lease, we may exercise this option for the purpose of purchasing the building if owned by you and related assets as described above. If the parties cannot agree on fair market value within 30 days of our exercise of this option, fair market value shall be determined in accordance with appraisal procedure described above.

17.12.3. With respect to the options described in Sections 17.11, 17.12.1 and 17.12.2, you shall deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which we deem necessary in order to perfect our title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

17.12.4. The time for closing of the purchase and sale of the properties described in Sections 17.12.1 and 17.12.2 shall be a date not later than 30 days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 17.11 shall be a date no later than 10 days after our exercise of the option thereunder unless we are exercising our options under either

Section 17.12.1 or 17.12.2, in which case the date of the closing shall be on the same closing date prescribed for such option. Closing shall take place at our corporate offices or at such other location as the parties may agree.

### **17.13. Restaurant Assets**

Notwithstanding anything to the contrary contained in Sections 17.11 and 17.12, if you operate your Restaurant from a premises that is subleased to you by us, upon termination (or expiration without renewal) of this Agreement, we shall have the right to take immediate possession of the assets of your Restaurant, including, any or all of the furnishings, equipment (including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of your Restaurant. We shall have a lien against all such assets in the amount of any amounts due to us under this Agreement or any other agreement. We shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title and interest to such assets, without conducting any public sale, by paying to you (or to any lender of yours who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to us by you at the time of termination. If the lien on the assets from your lender has priority over any lien of ours, and the amount of the lien is in excess of the appraised value of such assets, we shall have the right to deal directly with your lienholder, and to pay any amounts due to you directly to the lienholder. You agree to provide all further assurances, and to execute all documents required by us or by law to lawfully effect such transfer, and to perfect our security interest. We shall have the right to take such action without the execution of any further documents by you if you fail or refuse to comply with these further assurances.

### **17.14. Assignment of Options by Us**

We may assign any and all of our options in this Article to any other party, without your consent.

### **17.15. Contact Identifiers, Online Presence, Directory Listings.**

You, at our option, shall assign to us all rights to the Contact Identifiers of your Restaurant and any related business listings (e.g., Yellow Pages) and execute all forms and documents required by us and any telephone company or other service provider at any time to transfer such Contact Identifiers to us. Further, you shall assign to us all Online Presence, advertising on any Online Presence, listings with search engines, or any other similar listing or usage related to your Restaurant. You hereby appoint us as your 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. You shall thereafter use different Contact Identifiers, Online Presence or other listings or usages at or in connection with any subsequent business conducted by you.

### **17.16. Lost Revenue Damages**

If this Agreement is terminated because of your default or if you terminate this Agreement without cause before its expiration, you and we agree that it would be difficult if not impossible to determine the amount of damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your continued payment of Royalty Fees and Advertising Fees, through the remainder of the Term. Therefore, you and we agree that a reasonable estimate of such damages, less any cost savings we might have experienced (“Lost Revenue Damages”), is an amount equal to the net present value of the Royalty Fees and Advertising Fees that would have become due had the Agreement not been terminated, from the date of termination to the earlier of: (a) 24 months following the date of termination, or (b) the originally scheduled expiration of the Term (the “Measurement

Period”). For purposes of this Section 17.16, Lost Revenue Damages shall be calculated as follows: (1) the number of calendar months in the Measurement Period, multiplied by (2) the aggregate of the Royalty Fee and Advertising Fee percentages, multiplied by (3) the average monthly Gross Sales of your Restaurant during the 12 full calendar months immediately preceding the termination date (or, if the termination is based on your unapproved closure of the Restaurant, the 12 full calendar months immediately preceding the closure date); provided, that if as of the termination date (or the closure date in light of the foregoing), your Restaurant has not been operating for at least 12 months, Lost Revenue Damages will be calculated based on the average monthly Gross Sales of all MOOYAH Restaurants operating under the Marks during the entirety of our fiscal year immediately preceding the termination date. You agree to pay us Lost Revenue Damages, as calculated accordance with this Section 17.16, within 15 days after this Agreement expires or is terminated, or on any later date that we determine. You and we agree that the calculation described in this Section 17.16 is a calculation only of the Lost Revenue Damages and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of the Agreement.

**ARTICLE 18.**  
**MISCELLANEOUS**

**18.1. Notices**

Any and all notices required or permitted under this Agreement shall be in writing and delivered personally, ~~by facsimile,~~ or sent by a nationally recognized commercial courier service for next business day delivery or certified or registered mail, return receipt requested, first class postage prepaid, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: MOOYAH Franchising LLC  
5412 W. Plano Pkwy., Suite 100,  
Plano, TX 75093

With a copy to (but which shall not constitute notice): Cheng Cohen LLC  
363 W. Erie Street, Suite 500  
Chicago, Illinois 60654

Notices to Franchisee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
~~Fa~~ **Facsimile:** \_\_\_\_\_

Notwithstanding the above, we may, at our sole discretion, provide notices required or permitted under this Agreement to you via electronic mail at the designated e-mail address above. All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered by the earlier of the time actually delivered, or as follows: (i) at the time delivered ~~by hand, (ii) at the time delivered~~ via electronic transmission and, in the case of the Royalty Fee and Advertising Fee, at the time received via EFT, ~~(ii)~~ (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or ~~(iv)~~ (iii) three (3) business days after placement in United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Any notice must be sent to the party to be notified at is most

current principal business address of which the notifying party has notice; except that, it will always be deemed acceptable to send notice to you at the address of the Restaurant.

### **18.2. Entire Agreement**

This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between us and you (and your owners, if you are a legal entity) concerning the subject matter hereof and shall supersede all prior related agreements between us and you (and your owners, if you are a legal entity); provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

### **18.3. No Waiver**

No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you under this Agreement shall constitute a waiver by us to enforce any such right, option, duty or power against you, or as to your subsequent breach or default. Acceptance by us of any payments due to us hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by us of any preceding breach by you of any terms, provisions, covenants or conditions of this Agreement.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: 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 our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

### **18.4. Our Prior Approval**

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us, and such approval or consent shall be obtained in writing.

### **18.5. No Warranty or Guaranty**

We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

## 18.6. Dispute Resolution; Arbitration

We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective shareholders, officers, directors, agents, and employees, on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to:

- (a) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates);
- (b) our relationship with you;
- (c) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section 18.6, which we and you acknowledge is to be determined by an arbitrator, not a court); or
- (d) any System Standard,

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (“AAA”). The arbitration proceedings will be conducted by one (1) arbitrator and, except as this Section 18.6 otherwise provides, according to the AAA’s then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor’s or assign’s then-current principal place of business (currently, Plano, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator’s awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys’ fees, specific performance and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceedings). In any arbitration brought pursuant to this provision, and in any action in which a party seeks to enforce compliance with this provision, the prevailing party shall be awarded its costs and expenses, including attorneys’ fees, incurred in connection therewith.

We and you agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us.

We and you agree that arbitration will be conducted on an individual basis and that an arbitration proceeding between us and any of our affiliates, or our and their respective shareholders, officers, directors, agents, and employees, on the one hand, and you (or your owners, guarantors, affiliates, and employees), on the other hand, may not be: (i) conducted on a class-wide basis, (ii) commenced,

conducted or consolidated with any other arbitration proceeding, (iii) joined with any separate claim of an unaffiliated third-party, or (iv) brought on your behalf by any association or agent. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section 18.6, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of the Agreement.

We and you agree that, in any arbitration arising as described in this Section 18.6, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that no interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use. With respect to any discovery of electronically stored information, you and we agree that such requests must balance the need for production of electronically stored information relevant and material to the outcome of a disputed issue against the cost of locating and producing such information.

In any arbitration, each side may take no more than three (3) depositions, unless the parties mutually agree to additional depositions. Each side's depositions are to consume no more than a total of 15 hours, and each deposition shall be limited to five (5) hours, unless the parties mutually agree to additional time.

The provisions of this Section 18.6 are intended to benefit and bind certain third party non-signatories.

The provisions of this Section 18.6 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section 18.6.

### **18.7. Venue; Governing Law**

Subject to the obligation to submit to binding arbitration under Section 18.6, you hereby irrevocably submit to the jurisdiction of the state courts and the Federal District Court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently Plano, Texas). You hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You hereby agree that service of process may be made upon you in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Texas or federal law. You further agree that venue for any proceeding relating to or arising out of this Agreement shall be the county and state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or

actions shall be governed, enforced and interpreted under the law of the state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business (currently, Plano, Texas).

#### **18.8. Agreement Regarding Governing Law and Choice of Forum**

You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 18.7 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You and we 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.

#### **18.9. Limitations on Damages; Waiver of Jury Trial; Waiver of Class Action**

18.9.1. EXCEPT WITH RESPECT TO CLAIMS THAT ARE SUBJECT TO YOUR INDEMNIFICATION OBLIGATIONS, EACH PARTY HEREBY WAIVES, WITHOUT LIMITATION, ANY RIGHT IT MIGHT OTHERWISE HAVE TO ASSERT A CLAIM FOR AND/OR TO RECOVER LOST PROFITS AND OTHER FORMS OF CONSEQUENTIAL, INCIDENTAL, CONTINGENT, PUNITIVE AND EXEMPLARY DAMAGES FROM THE OTHER EXCEPT AS PROVIDED HEREIN. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, EACH PARTY'S LIABILITY SHALL BE LIMITED TO ACTUAL COMPENSATORY DAMAGES. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

18.9.2. OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) \$100,000.00 OR (II) AT YOUR SOLE OPTION, ALL AMOUNTS PAID TO US FOR THE INITIAL FRANCHISE FEE AND ROYALTY FEES UNDER THIS AGREEMENT FOR UP TO THREE (3) YEARS PRECEDING THE DATE OF ANY AWARD HEREIN. AT YOUR REQUEST, WE MAY ALSO REPURCHASE YOUR EQUIPMENT, PURCHASED FROM OR THROUGH US, AT DEPRECIATED VALUE USING THE FIVE-YEAR, STRAIGHT LINE METHOD OF CALCULATION.

18.9.3. EACH PARTY HEREBY WAIVES, WITHOUT LIMITATION, ANY RIGHT IT MIGHT OTHERWISE HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. YOU AGREE THAT ANY PROCEEDING YOU BRING AGAINST US WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT ANY PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CONTROVERSY, DISPUTE, OR CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. THESE WAIVERS ARE EFFECTIVE EVEN IF A COURT OF COMPETENT JURISDICTION DECIDES THAT THE ARBITRATION PROVISION IN SECTION 18.6 IS UNENFORCEABLE. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER. EACH PARTY AGREES THAT ANY SUCH TRIAL SHALL TAKE PLACE IN A COURT OF COMPETENT

JURISDICTION NEAREST OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS (CURRENTLY, PLANO, TEXAS).

#### **18.10. Execution in Multiple 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. Electronic signatures, photocopies of signatures, and signatures transmitted electronically (including via DocuSign, Adobe Sign, or otherwise by electronic signature or scan/email) are permitted and each shall be given the same force and effect as an original.

#### **18.11. Captions**

The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

#### **18.12. Survival of Terms**

Any of your obligations that contemplate performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of you, this Agreement, the Franchise or your owners, shall be deemed to survive such termination, expiration or transfer.

#### **18.13. Severability of Provisions**

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

#### **18.14. Joint and Several Obligations**

If more than one person or entity signs this Agreement, their acknowledgments, promises, covenants, agreements, and obligations made or undertaken in this Agreement shall be deemed, jointly and severally, undertaken by all of them.

#### **18.15. Rights and 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 which are provided for herein or which 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 you or any of your affiliates and us. 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 our rights pursuant to Article 16 of this Agreement shall not discharge or release you 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.

#### **18.16. Terminology**

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Use of the term “including” herein means “including without limitation” unless otherwise specifically noted. The terms “control” and “controlling” shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where the second person holds 10% or more of the total ownership interest in the specified person, serves on any board of directors or comparable body of such specified person or acts as an officer, general partner or manager thereof (or holds a comparable position in a non-corporate entity). References to “owner” mean any person holding a direct or indirect ownership interest (whether of record or beneficially) or voting rights in you (or a transferee of this Agreement and your Restaurant or an ownership interest in you), including any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or your Restaurant and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

#### **18.17. References**

Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

#### **18.18. No Rights or Remedies Except to the Parties**

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 13), any rights or remedies under or as a result of this Agreement.

#### **18.19. Effectiveness of Agreement**

This Agreement shall not become effective until signed by an authorized officer of ours.

#### **18.20. Modification of the System**

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System;

abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Restaurant is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities 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.

#### **18.21. Operation in the Event of Absence or Disability**

In order to prevent any interruption of your Restaurant's operations which would cause harm to your Restaurant, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate your Restaurant, operate your Restaurant for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. In our sole judgment, we may deem you incapable of operating your Restaurant if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. All monies from the operation of your Restaurant during such period of operation by us shall be kept in a separate account, and the expenses of your Restaurant, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate your Restaurant for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

#### **18.22. Costs and Legal Fees**

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, arbitration and court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

### **18.23. Our Actions and Decisions**

You agree that whenever this Agreement allows or requires us to take actions or make decisions, we may do so in our sole and unfettered discretion, even if you believe our action or decision is unreasonable, unless the Agreement expressly and specifically requires that we act reasonably or refrain from acting unreasonably in connection with the particular action or decision.

## **ARTICLE 19.** **SECURITY INTERESTS**

### **19.1. Collateral**

As security for the performance of your obligations under this Agreement, you hereby collaterally assign to us the Lease and grant us and our affiliates a security interest in all of the assets of your Restaurant, including but not limited to inventory, accounts, supplies, contracts, cash derived from the operation of your Restaurant and sale of other assets, and proceeds and products of all those assets. You agree to execute such other documents as we may reasonably request in order to further document, perfect and record our and our affiliates' security interest. If you default in any of your obligations under this Agreement, we and our affiliates may exercise all rights of a secured creditor granted to us and them by law, in addition to our and their other rights under this Agreement and at law. This Agreement shall be deemed to be a security agreement and may be filed for record as such in the records of any county and state that we deem appropriate to protect our interests.

[\[Signature Page Follows\]](#)

*[Signature Page to Franchise Agreement]*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

FRANCHISOR:  
MOOYAH FRANCHISING LLC  
a Delaware limited liability company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Accepted On: \_\_\_\_\_  
(the "Effective Date")

FRANCHISEE:

\_\_\_\_\_  
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Accepted On: \_\_\_\_\_

**ATTACHMENT A TO THE FRANCHISE AGREEMENT**

**LOCATION AND OWNERSHIP**

1. LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, your Restaurant shall be located at the following Location:


2. If you are signing the Franchise Agreement as a legal entity, you are a \_\_\_\_\_ formed on \_\_\_\_\_ under the laws of the State of \_\_\_\_\_, and your owners are as follows:

Name	Address	Type and Percentage of Interest

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

FRANCHISOR:

MOOYAH FRANCHISING LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## ATTACHMENT B TO THE FRANCHISE AGREEMENT

### GUARANTY AND ASSUMPTION OF OBLIGATIONS

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (as amended, modified, restated or supplemented from time to time, the “Agreement”) on this date by **MOOYAH FRANCHISING LLC** (“us”), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that \_\_\_\_\_ (“Franchisee”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (4) at our request, the undersigned shall present updated financial information to us as reasonably necessary to demonstrate his or her ability to satisfy the financial obligations of Franchisee under the Agreement.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each of the undersigned represents and warrants that, if no signature appears below for such undersigned’s spouse, such undersigned is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Each of the undersigned represents and warrants that, if it is a business entity, retirement or investment account, or trust, that if Franchisee is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor’s account) to its owners, account holder or beneficiaries, for so long as such delinquency exists, subject to applicable law.

The provisions contained in the Agreement pertaining to dispute resolution, including Section 18.6 (Dispute Resolution; Arbitration), Section 18.7 (Venue; Governing Law) and Section 18.22 (Costs and Legal Fees) are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the undersigned and us. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any

of the above-listed costs and expenses we incur. This Guaranty is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature on the same day and year as the Effective Date of the Agreement.

GUARANTOR(S)	SPOUSE(S)
<p>1. Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>
<p>2. Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>
<p>3. Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p><u>Email:</u> _____</p> <p>Sign: _____</p>

**EXHIBIT B**

**MULTI-UNIT OPERATOR AGREEMENT**

**MOOYAH FRANCHISING LLC**  
**MULTI-UNIT OPERATOR AGREEMENT**

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**MULTI-UNIT OPERATOR**

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**DATE OF AGREEMENT**

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**EXHIBITS:**

- “A” Protected Area; Minimum Performance Schedule
- “B” Guaranty and Assumption of Obligations

## MOOYAH FRANCHISING LLC

### MULTI-UNIT OPERATOR AGREEMENT

THIS MULTI-UNIT OPERATOR AGREEMENT (“**Agreement**”) is made as of the Effective Date between **MOOYAH Franchising LLC**, a Delaware limited liability company with its principal place of business located at 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“**us**”), and \_\_\_\_\_ whose principal address is \_\_\_\_\_ (“**you**”). The Effective Date is the date we sign this Agreement as shown on the signature page.

#### BACKGROUND

A. We and our affiliates claim ownership of and may continue to develop and refine a system and processes (the “**System**”) for establishing and operating fast casual restaurants (“**MOOYAH Restaurants**”) offering high-quality hamburgers, other sandwiches, French fries, shakes and related food and beverage items and identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, the mark “MOOYAH®” and such other trade names, service marks, and trademarks as we may designate from time to time (the “**Marks**”).

B. We grant to persons or entities who we determine meet certain qualifications the right and license to use the Marks and System to develop, own and operate MOOYAH Restaurants at specific locations (the “**Franchise**”). We also grant to those persons or entities who we determine meet certain additional qualifications the right and obligation to acquire multiple Franchises (the “**Development Rights**”) pursuant to which they will open and operate MOOYAH Restaurants within a Protected Area in accordance with a Minimum Performance Schedule.

C. You and, if you are not an individual, your owners have requested that we grant you Development Rights, and we are willing to do so in reliance on all of the information, representations, warranties and acknowledgements you and, if applicable, your owners have provided to us in support of your request, and subject to the terms and conditions set forth in this Agreement.

#### AGREEMENT

**IN CONSIDERATION** of the foregoing, the covenants contained in this Agreement, and other valuable consideration, receipt and sufficiency of which are acknowledged, you and we agree as follows:

#### **SECTION 1.** **GRANT**

1.1. We hereby grant to you, and you accept and undertake to exercise, the Development Rights and to open the number of MOOYAH Restaurants as necessary to satisfy the requirements shown and pursuant to the schedule shown in Exhibit “A” attached to this Agreement (the “**Minimum Performance Schedule**”). The Development Rights may only be exercised in respect of MOOYAH Restaurants to be developed in the area described in Exhibit “A” (the “**Protected Area**”).

1.2. You acknowledge and agree that this Agreement does not grant you the right to develop, own or operate a MOOYAH Restaurant or to use the Marks. Each MOOYAH Restaurant you develop in exercise of the Development Rights will be subject to an individual Franchise Agreement to be entered into between you and us in accordance with Section 3 below. Under no circumstances may you develop

or open a MOOYAH Restaurant for business unless and until there is a fully executed Franchise Agreement in place for such Restaurant.

1.3. You further acknowledge and agree that, unless we grant our specific written approval with respect to any particular site, the Development Rights do not give you the right to acquire Franchises for, and the Protected Area does not include, any “Non-Traditional Sites” situated within the Protected Area. Non-Traditional Sites include without limitation military bases, hotels, high school and college campuses, shopping malls, airports, train stations, travel plazas, toll roads, prisons, hospitals, convenience stores, casinos, sports or entertainment venues or stadiums, and retail restaurant locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof.

1.4. Provided you and your affiliates are in full compliance with this Agreement, the Franchise Agreement(s) and any other agreements with us (or any of our affiliates), we will not, during the term of this Agreement (a) own and operate any MOOYAH Restaurants in the Protected Area, or (b) grant or authorize the grant to any other person or entity of Development Rights for the Protected Area.

1.5. The Development Rights may only be exercised within the Protected Area. Except as provided in Section 1.4, you acknowledge that the rights granted by this Agreement are nonexclusive, and we (and our affiliates and designees) retain the right (without compensation or obligation whatsoever to you except as otherwise specifically provided in this Agreement):

1.5.1. to use, and to license others to use, the Marks and System and to grant other persons Development Rights for any locations outside of the Protected Area;

1.5.2. to use the Marks anywhere in the world (including within the Protected Area) to solicit prospective Franchisees, and to grant Franchises to operate MOOYAH Restaurants at such locations outside of the Protected Area on such terms and conditions as we deem appropriate;

1.5.3. to establish, operate, promote, sell or support, and allow others to establish, operate, promote, sell or support, businesses providing products or services similar to those provided at MOOYAH Restaurants anywhere, including within the Protected Area, under any trade names, trademarks, service marks and commercial symbols other than the Marks;

1.5.4. to use the Marks and System in connection with some or all of the same products and services offered by MOOYAH Restaurants, other services and products, promotional and marketing efforts or related items, or in alternative channels of distribution at any location, or through the internet, including within the Protected Area; and

1.5.5. to engage in all other activities not expressly prohibited by this Agreement.

## **SECTION 2.** **DEVELOPMENT FEE**

In consideration of the grant of Development Rights herein, you shall pay to us on your execution of this Agreement a lump sum Development Fee of \$25,000 multiplied by the number of Franchise Agreements ~~(less one)~~ that you are obligated to acquire in order to satisfy the Minimum Performance Schedule. The Development Fee is fully earned by us upon execution of this Agreement; and is not refundable under any circumstances. ~~However, we will apply the Development Fee, in increments of \$25,000, toward satisfaction of the Initial Franchise Fee due on your execution of the 2<sup>nd</sup> and each~~

~~subsequent Franchise Agreement you are required to execute to satisfy the Minimum Performance Obligations.~~

**SECTION 3.**  
**SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS**

3.1. On your execution of this Agreement, you will also execute the Franchise Agreement for the first MOOYAH Restaurant to be developed and opened in satisfaction of the Minimum Performance Schedule. Each subsequent Franchise Agreement will be executed following our acceptance of your proposed site in accordance with this Section 3.

3.2. You assume all responsibility and expense for locating potential sites for your MOOYAH Restaurants and, for each proposed location, will submit to us for acceptance, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasonably require, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We may require you use our approved vendor when selecting a potential site.

3.3. Within 30 days after our receipt of all of the information and materials we request from you, we will accept or reject the proposed site in our sole discretion. If the site is accepted, you will then be presented with our then-current form of Franchise Agreement and related agreements for execution. You acknowledge that our then-current form of Franchise Agreement may be materially different than the form of Franchise Agreement you signed when you signed this Agreement. You and all required guarantors must execute and return to us the Franchise Agreement and all required related agreements within 15 days following our delivery of the execution copies to you. If you fail to do so, we may revoke our acceptance of the proposed site.

3.4. You acknowledge that our acceptance of a particular site for a MOOYAH Restaurant shall not be deemed to be an assurance or guaranty that the MOOYAH Restaurant will operate successfully or at a profit from such site. You are required to conduct your own due diligence with respect to each site at which you propose to develop a MOOYAH Restaurant. We will rely on your execution of the Franchise Agreement as your indication that you have completed and are satisfied with the results of your due diligence in respect of the site

**SECTION 4.**  
**RENEWAL**

You will have no right, and we will have no obligation, to renew or extend this Agreement; however, if you satisfy the Minimum Performance Obligations and are in compliance with all Franchise Agreements executed pursuant to this Agreement, we will, at your request and in good faith, negotiate a new Multi-Unit Operator Agreement with you. You must deliver your request to us, in writing, prior to expiration of the term of this Agreement. Should you fail to do so, or should you and we not be able to agree on a new Multi-Unit Operator Agreement within 10 days after expiration of this Agreement, you will have no further rights to the Protected Area, and we may act accordingly, including by granting Development Rights for the Protected Area to someone else.

**SECTION 5. 5**  
**TERM**

Unless sooner terminated as provided herein, the term of this Agreement and all Development Rights granted hereunder shall expire on the earlier of the date on which the last MOOYAH Restaurant is opened or was required to be opened in satisfaction of the Minimum Performance Schedule.

**SECTION 6.**  
**YOUR OBLIGATIONS**

6.1. You agree to exercise the Development Rights as necessary to satisfy the Minimum Performance Obligations and to comply with your obligations under each Franchise Agreement signed pursuant to this Agreement.

6.2. You have sole responsibility for the performance of all obligations arising out of the operation of your business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

6.3. In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your business and that the operations of said business are separate and distinct from the operation of a MOOYAH® Restaurant.

6.4. You shall preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment. You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

6.5. You shall comply with all requirements of federal, state and local laws, rules and regulations.

6.6. You shall at no time have the right to sub-franchise any of your Development Rights hereunder.

**SECTION 7.**  
**DEFAULT AND TERMINATION**

7.1. The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you, without opportunity to cure the default:

7.1.1. If you fail to satisfy any requirement of the Minimum Performance Schedule.

7.1.2. If you transfer or attempt to transfer this Agreement or your rights under this Agreement other than in accordance with Section 11 below.

7.1.3. If you make, or have made, any material misrepresentation to us in connection with obtaining the Development Rights, any site acceptance hereunder, or any Franchise Agreement.

7.1.4. If you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement.

7.1.5. If you (or any of your owners) are (a) convicted of or plead guilty or “no-contest” to a felony, (b) convicted of or plead guilty or “no contest” to any crime or other offense likely to adversely affect the reputation of any MOOYAH Restaurant or the goodwill of the Marks, or (c) engage in any conduct which, in our opinion, adversely affects or, if you were to continue as a multi-unit developer under this Agreement, is likely to adversely affect the reputation of the business you conduct pursuant to this Agreement, the reputation and goodwill of MOOYAH Restaurants generally or the goodwill associated with the Marks.

7.1.6. If: (a) you take or threaten to take any action to liquidate your assets; (b) you do not pay, or you admit your inability to pay, any debts or other amounts you owe when such debts or amounts are due and payable; (c) you make or purport to make a general assignment for the benefit of creditors; (d) you institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy, or should any such proceeding be instituted against you; (e) a custodian, receiver, manager or any other person with like powers is appointed to take charge of all or any part of your assets or of the shares or documents of title owned by any of your shareholders or title holders; (f) you or your owners commit a default under any contract of conditional sale, mortgage or other security instrument; (g) any of your goods, chattels or assets are seized or taken in execution or in attachment by a creditor, or a writ of execution is issued against any of such goods, chattels, or assets; or (h) a judgment or judgments for the payment of money in amounts, either individually or in the aggregate, in excess of \$20,000 are awarded against you and remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed).

7.1.7. If you, your owners or affiliates abandon or threaten to abandon the Development Rights. This shall include, without limitation, any failure to take active steps to develop and open MOOYAH Restaurants in accordance with the Minimum Performance Schedule, including, but not limited to, failure to acquire sites, obtain permits, commence construction, or open MOOYAH Restaurants for business within the required timeframes.

7.1.8. If default is made in the payment of any amount payable under this Agreement or any Franchise Agreement with us when and as same becomes due and payable, and such default continues for a period of 5 days after written notice.

7.1.9. If you fail to furnish reports, financial statements, tax returns or any other documentation required by the provisions of this Agreement and do not correct such failure within 10 days following notice.

7.1.10. If you commit (a) three (3) or more material defaults on separate occasions within any 12 consecutive month period to comply with this Agreement, or (b) on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of such failures to comply, and, if we do notify you of such failures, whether or not you corrected the failures after the delivery of our notice to you.

7.1.11. If you fail to observe, perform or comply with any other of the terms or conditions of this Agreement not listed in Sections 7.1.1 through 7.1.10 above, and such failure continues for a period of seven (7) days after written notice thereof has been given by us to you.

**SECTION 8.**  
**OBLIGATIONS FOLLOWING EXPIRATION OR TERMINATION**

8.1. On expiration or termination of this Agreement, you must immediately cease any efforts related to the exercise of the Development Rights, return to us all forms, documents, or information provided to you pursuant to this Agreement together with all copies thereof, and pay all amounts you owe us under this Agreement up to the date of termination.

8.2. No right or remedy we have under this Agreement is exclusive of any other right or remedy provided or permitted by law or in equity.

**SECTION 9.**  
**TRANSFER OF INTEREST**

9.1. This Agreement is personal to you and, if you are a legal entity, your owners. You may not sell, assign, transfer or encumber this Agreement, the Development Rights, or any other interest hereunder, nor may you suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without our prior written consent. Your owners may not transfer their ownership interests in you without our prior written consent. You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Section 9 shall constitute a material breach of this Agreement.

9.2. If you are a legal entity, we reserve the right to require each of your owners and their spouses and each person who, subject to this Section 9, becomes an owner (and such person's spouse) to personally assume and guarantee the performance of your obligations under this Agreement. Our current form of guarantee is attached as Exhibit B to this Agreement. If you are a legal entity, you may not engage in any business activities other than those directly related to the exercise of the Development Rights and the operation of MOOYAH Restaurants pursuant to the terms and conditions of the Franchise Agreements.

9.3. If you are an individual and, subject to this Section 9, transfer this Agreement to a legal entity in which you own all of the ownership interests, we will not assess a transfer fee in connection with the transfer. The assignment to a corporate entity will not relieve you of personal liability to us for performance of any of the obligations under this Agreement. Any subsequent transfer of voting rights of the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to our prior written approval.

9.4. If you are an individual, in the event of your death, disability or permanent incapacity, we will consent to the transfer of this Agreement to your spouse, heirs or relatives, by blood or marriage, or if this Agreement was originally executed by more than one party, then to the remaining party(ies) who originally executed this Agreement, whether such transfer is made by your Last Will and Testament or by operation of law, provided that the requirements of this Section 9 hereof have been met. If your heirs do not obtain our consent as prescribed herein, your personal representative shall have a reasonable time to dispose of your interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement. On the death or mental incapacity of any person with an interest of more than 50% in you, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by us within 12 months. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions stated in this Section 9, the personal representative of the deceased shall

have a reasonable time, not to exceed 12 months from the date said personal representative is appointed, to dispose of the deceased's interest in you, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interests are not disposed of within such time, we will have the right to terminate this Agreement on 90 days' notice to your representative, or we will have the right to re-purchase same at the same price being sought by your representative.

9.5. If you receive from an unaffiliated third party and desire to accept a bona fide written offer to purchase your rights under this Agreement or if your owners receive and intend to accept a bona fide written offer to purchase their ownership interests in you, we or our nominee will have the option, exercisable within 30 days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information stated in this Section 9.5, to purchase the interests on the same terms and conditions as offered by the third party. In order that we may have information sufficient to enable us or our nominee to determine whether to exercise this option, we may require you to deliver to us information regarding the proposed purchaser, certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request. If we or our nominee decline, or do not accept the offer in writing within 30 days, you may, within 30 days from the expiration of the option period, sell, assign and transfer this Agreement to said third party, provided we have consented to such transfer as required by this Section 9. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by us or our nominee, as in the case of an initial offer. Our or our nominee's failure to exercise the option afforded by this Section 9.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

9.6. Any assignment or transfer permitted by this Section 9 shall not be effective until we receive a completely executed copy of all transfer documents, and we consent in writing thereto.

9.7. We may approve the sale, assignment or transfer of this Agreement, the Development Rights, or any other interest hereunder if you meet all the applicable requirements of this Section 9.7; provided, however, it will be in our sole and unfettered discretion whether to approve any such sale, assignment or transfer. We will give your request reasonable consideration but may condition our consent on compliance with certain requirements, including the following (which you agree are reasonable):

9.7.1. You shall provide us all information or documents we request about the proposed transfer, the transferee, and its owners;

9.7.2. All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

9.7.3. All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations, and to their parties related to your activities under this Agreement, are paid.

9.7.4. You are not in default hereunder

9.7.5. We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

9.7.6. Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our standard form of Multi-Unit Operator Agreement, Franchise Agreements for all

Restaurants open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit operators on the date of transfer.

9.7.7. You or the transferring owners execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you or they may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us.

9.7.8. You or transferee pay to us a transfer fee in an amount equal to Twenty Thousand Dollars (\$20,000) to cover our reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee.

9.8. Our consent to a proposed transfer pursuant to this Section 9 shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

9.9. We may change our ownership or form of organization and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any obligations under this Agreement. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to our interest in it.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of “MOOYAH Franchising LLC” as Franchisor. Nothing contained in this Agreement shall require us to remain in the restaurant business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

## **SECTION 10.** **COVENANTS**

10.1. You acknowledge that, pursuant to this Agreement, you will receive valuable training and access to confidential and non-public information, including, without limitation, secret recipes, information regarding the marketing methods and techniques of us and the System. You and your owners agree to protect such confidential information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature and with no less than reasonable care, including by establish reasonable security and access measures. Confidential information does not include information, knowledge, or know-how which is lawfully known to the public without violation of applicable law or an obligation. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you and persons controlling, controlled by, or under common control with you, including, but not limited to, family members of all of such persons, shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

10.1.1. directly or indirectly divert, or attempt to divert, any business or customer or potential customer from a MOOYAH Restaurant to any Competitive Business, or do or perform, directly

or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

10.1.2. own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist, make loans to, or act as landlord to, any Competitive Business (provided, however, that nothing herein shall prohibit the ownership of not more than a 5% beneficial interest in the outstanding equity securities of any publicly held corporation); or

10.1.3. directly or indirectly appropriate, use, duplicate or replicate the System, MOOYAH Restaurants, or any portion of either, in connection with any other business or endeavor.

A “Competitive Business” is any quick-service or fast casual restaurant in which either (a) hamburgers account for at least 10% of the restaurant’s gross sales derived from the sale of all food items (excluding beverages) during any calendar month, or (b) the advertised selling prices of all hamburgers, fries and shakes offered for sale at or from the restaurant, in the aggregate, equal to or exceeding 10% of the total of the advertised selling prices of all food and beverage menu items (excluding alcohol) offered for sale at or from the restaurant.

10.2. You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located in the Protected Area or within five (5) miles of any MOOYAH® Restaurant in the System.

10.3. The parties agree that each of the foregoing covenants 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 10 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.

10.4. You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 10.1 and 10.2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 14 hereof.

10.5. You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 10.

10.6. You acknowledge that any failure to comply with the requirements of this Section 10 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive relief prohibiting any conduct by you in violation of the terms of this Section 10. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise.

10.7. At our request, you shall require and obtain the execution of covenants similar to those described in this Section 10 (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons:

10.7.1. All officers, directors and holders of a beneficial interest of 5% or more of the securities of you and of any entity directly or indirectly controlling you, if you are a corporation or limited liability company; and

10.7.2. The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of 5% or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership.

Each covenant required by this Section 10.7 shall be in a form satisfactory to us, including, without limitation, specific identification of us as a third party beneficiary of such covenants with the independent right to enforce them.

**SECTION 11.  
NOTICES**

Any and all notices required or permitted under this Agreement shall be in writing and ~~shall be delivered personally, by facsimile,~~ or sent by a nationally recognized commercial courier service for next business day delivery or certified or registered mail, return receipt requested, first class postage prepaid, to the respective parties at the following addresses ~~shown in the opening paragraph of this Agreement~~ unless and until a different address has been designated by written notice to the other party:

~~Your notices to us will be directed to the attention of the President, with a copy to:~~

Notices to Us:

MOOYAH Franchising LLC  
5412 W. Plano Pkwy., Suite 100,  
Plano, TX 75093

~~Cheng Cohen LLC~~  
~~363 W. Erie Street, Suite 500~~  
~~Chicago, Illinois 60654~~  
With a copy to (but which

Cheng Cohen LLC  
363 W. Erie Street, Suite 500  
Chicago, Illinois 60654

shall not constitute notice):  
~~Our notices to you will be directed to the attention of:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

E-mail: \_\_\_\_\_

l: \_\_\_\_\_

~~Faeximile:~~ \_\_\_\_\_

Notwithstanding the above, we may, at our sole discretion, provide notices required or permitted under this Agreement to you via electronic mail at the designated e-mail address above. All written notices, reports, and payments permitted or required to be delivered by this Agreement will be deemed to be delivered by the earlier of the time actually delivered, or as follows: (i) at the time delivered ~~by hand;~~ ~~(ii) at the time delivered~~ via electronic transmission; (ii) one business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery, or ~~(iviii)~~ three business days after placement in United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid.

## **SECTION 12.** **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

12.1. This Agreement does not create a fiduciary relationship between us and you, and nothing in this Agreement is intended to constitute either of us an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other. You shall hold yourself out to the public as such and take such actions as shall be necessary to that end.

12.2. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and we assume no liability for, nor shall we be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom. You shall indemnify and hold us and our officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with your activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them.

## **SECTION 13.** **APPROVALS**

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

## **SECTION 14.** **NON-WAIVER**

No failure of a party to exercise any power reserved to it under this Agreement or to insist upon compliance by the other with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights,

nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: 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 our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

## **SECTION 15.** **SEVERABILITY AND CONSTRUCTION**

15.1. Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable. If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

15.2. Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 9 hereof, any rights or remedies under or by reason of this Agreement.

15.3. All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

15.4. All references herein to gender and number shall be construed to include such other gender and number as the context may require. "Including" means "including, without limitation" unless otherwise indicated where used. If more than one person or entity signs this Agreement, their acknowledgments, promises, covenants, agreements and obligations made or undertaken in this Agreement shall be deemed, jointly and severally, undertaken by all of them.

15.5. This Agreement may be executed in multiple counterparts which, taken together, shall constitute a single agreement.

15.6. You agree that whenever this Agreement allows or requires us to take actions or make decisions, we may do so in our sole and unfettered discretion, even if you believe our action or decision is unreasonable, unless the Agreement expressly and specifically requires that we act reasonably or refrain from acting unreasonably in connection with the particular action or decision.

## **SECTION 16.** **ENTIRE AGREEMENT**

This Agreement, the documents referred to herein and the Exhibits attached hereto constitute the entire, full and complete agreement between us and you (and your owners, if you are a legal entity) concerning the subject matter hereof and supersede any and all prior related agreements between us and you (and your owners, if you are a legal entity); provided, however, that nothing in this or any related

agreement is intended to disclaim the representations made by us in the Franchise Disclosure Document that we provided to you, which detailed your rights and obligations under this Agreement. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

## **SECTION 17. DISPUTE RESOLUTION**

17.1. We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective shareholders, officers, directors, agents, and employees, on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to:

- (a) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates);
- (b) our relationship with you; or
- (c) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section 17.1, which we and you acknowledge is to be determined by an arbitrator, not a court),

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (“AAA”). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA’s then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor’s or assign’s then-current principal place of business (currently, Plano, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator’s awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages, pre- and post-award interest, interim costs and attorneys’ fees, specific performance and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceedings). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this provision, the prevailing party shall be awarded its costs and expenses, including attorneys’ fees, incurred in connection therewith.

We and you agree to be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us.

We and you agree that arbitration will be conducted on an individual basis and that an arbitration proceeding between us and any of our affiliates, or our and their respective shareholders, officers, directors, agents, and employees, on the one hand, and you (or your owners, guarantors, affiliates, and employees), on the other hand, may not be: (i) conducted on a class-wide basis, (ii) commenced, conducted or consolidated with any other arbitration proceeding, (iii) joined with any separate claim of an unaffiliated third-party, or (iv) brought on your behalf by any association or agent. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section 17.1, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of the Agreement.

You and we agree that, in any arbitration arising as described in this Section 17.1, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and materials to a significant disputed issue in the case or to the case's outcome; shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that no interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use.

With respect to any discovery of electronically stored information, you and we agree that such requests must balance the need for production of electronically stored information relevant and material to the outcome of a disputed issue against the cost of locating and producing such information.

In any arbitration, each side may take no more than three (3) depositions, unless the parties mutually agree to additional depositions. Each side's depositions are to consume no more than a total of 15 hours, and each deposition shall be limited to five (5) hours, unless the parties mutually agree to additional time.

The provisions of this Section 17.1 are intended to benefit and bind certain third party non-signatories.

The provisions of this Section 17.1 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section 17.1.

17.2. Subject to the obligation to submit to binding arbitration under Section 17.1, you irrevocably submit to the jurisdiction of the state courts and the Federal District Court nearest to our or, as applicable, our successor's or assign's then-current principal place of business (currently Plano, Texas). You waive all questions of personal jurisdiction for the purpose of carrying out this provision. You agree that service of process may be made upon you in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Texas or federal law. You further agree that venue for any proceeding relating to or arising out of this Agreement shall be the county and state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction. With

respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under the law of the state where we maintain our or, as applicable, our successor or assign maintains its principal place of business (currently, Plano, Texas).

17.3. You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 17.2 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You and we 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.

17.4. EACH PARTY HEREBY WAIVES, WITHOUT LIMITATION, ANY RIGHT IT MIGHT OTHERWISE HAVE TO ASSERT A CLAIM FOR AND/OR TO RECOVER LOST PROFITS AND OTHER FORMS OF CONSEQUENTIAL, INCIDENTAL, CONTINGENT, PUNITIVE AND EXEMPLARY DAMAGES FROM THE OTHER EXCEPT AS PROVIDED HEREIN. EACH PARTY'S LIABILITY SHALL BE LIMITED TO ACTUAL COMPENSATORY DAMAGES. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

17.5. EACH PARTY HEREBY WAIVES, WITHOUT LIMITATION, ANY RIGHT IT MIGHT OTHERWISE HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. THIS WAIVER IS EFFECTIVE EVEN IF A COURT OF COMPETENT JURISDICTION DECIDES THAT THE ARBITRATION PROVISION IN SECTION 17.1 IS UNENFORCEABLE. YOU AGREE THAT ANY PROCEEDING YOU BRING AGAINST US WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND THAT A PROCEEDING BETWEEN US AND ANY OF OUR AFFILIATES, OR OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, ON THE ONE HAND, AND YOU (OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND EMPLOYEES), ON THE OTHER HAND, MAY NOT BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER PROCEEDING, (III) JOINED WITH ANY CONTROVERSY, DISPUTE, OR CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION OR AGENT. THESE WAIVERS ARE EFFECTIVE EVEN IF A COURT OF COMPETENT JURISDICTION DECIDES THAT THE ARBITRATION PROVISION IN SECTION 17.1 IS UNENFORCEABLE. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER. EACH PARTY AGREES THAT ANY SUCH TRIAL SHALL TAKE PLACE IN A COURT OF COMPETENT JURISDICTION NEAREST OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS (CURRENTLY, PLANO, TEXAS).

17.6. If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, arbitration and court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

[Signature Page Follows]

*[Signature Page to Multi-Unit Operator Agreement]*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

MOOYAH FRANCHISING LLC  
a Delaware limited liability company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

(\*This is the "Effective Date")

MULTI-UNIT OPERATOR:

\_\_\_\_\_  
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**MOOYAH FRANCHISING LLC**  
**MULTI-UNIT OPERATOR AGREEMENT**  
**EXHIBIT "A"**

**Protected Area and Minimum Performance Schedule**

The following describes the Protected Area:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following is the Minimum Performance Schedule:

Assessment Date	Cumulative Number of Restaurants to be Open and Operating Within the Protected Area as of the Assessment Date

APPROVED:

MULTI-UNIT OPERATOR

MOOYAH FRANCHISING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MOOYAH FRANCHISING LLC**

**MULTI-UNIT OPERATOR AGREEMENT**

**EXHIBIT “B”**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_.

In consideration of, and as an inducement to, the execution of that certain Multi-Unit Operator Agreement (as amended, modified, restated or supplemented from time to time, the “Agreement”) on this date by **MOOYAH FRANCHISING LLC** (“us”), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that \_\_\_\_\_ (“Developer”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Developer and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (3) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (4) at our request, the undersigned shall present updated financial information to us as reasonably necessary to demonstrate his or her ability to satisfy the financial obligations of Developer under the Agreement.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Developer arising as a result of the undersigned’s execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each of the undersigned represents and warrants that, if no signature appears below for such undersigned’s spouse, such undersigned is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in the Agreement pertaining to dispute resolution, including Section 17.1 regarding arbitration are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the undersigned and us. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

*[Signature Page Follows]*





<u>3.</u> <u>Name:</u> _____	<u>Name:</u> _____
<u>Address:</u> _____	<u>Address:</u> _____
_____	_____
<u>Email:</u> _____	<u>Email:</u> _____
<u>Sign:</u> _____	<u>Sign:</u> _____

**EXHIBIT C-1**

**LISTS OF FRANCHISEES AND MULTI UNIT OPERATORS**

**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES AND MULTI-UNIT OPERATORS**

(As of December ~~31~~29, ~~2023~~2024)

**FRANCHISEES:**

State	FRANCHISEE AND PHONE	Address of Stores
AL	Barrow Investment Inc. Denney Barrow <sup>†</sup>	3439 Colonnade Parkway, Suite 1000 Birmingham, AL 35243 205-977-3718
	Barrow Investment Inc. Denney Barrow <sup>†</sup>	2112 7 <sup>th</sup> Avenue South Birmingham, AL 35233 205-224-5644
AR	ARAMARK	201 Donaghey Avenue Conway, AR 72035 501-450-3226
CA	Green Madness LLC <sup>‡</sup> Ash El Gharieb <sup>†</sup>	2540 El Camino Real Carlsbad, CA 92008 760-994-0274
	Inderpreet Pahwa, Manmeet Pahwa, and Tanvir Sehgal	251 Pittman Road Fairfield, CA 94534 707-759-5531
	<a href="#">Buzz Burger's Inc.</a> <sup>‡</sup> <a href="#">Baljit Singh</a>	<a href="#">16155 Sierra Lakes Parkway</a> <a href="#">Fontana, CA 92336</a> <a href="#">909-320-8307</a>
	Jim Melby <sup>‡</sup>	5365 Alton Pkwy Irvine, CA 92604 949-333-3758
-	<del>Kessler Group Monrovia Corp.</del> <del>Tim &amp; Susan West</del>	<del>116 W. Foothill Blvd., Suite A-7</del> <del>Monrovia, CA 91016</del> <del>626-357-6340</del>
	Kamal Foods LLC Shital Thakrar	255 Vineyard Town Center Morgan Hill, CA 95037 408-779-2255
	Aribella Inc. Mohammad (Mo) Sina	5194 Commons Dr. Rocklin, CA 95677 916-660-9591
	Kit Chui <sup>‡</sup> Hank Lu	75 E Foothill Blvd Upland, CA 91786 909-727-8070
	<a href="#">Aishoua's Inc.</a> <a href="#">Wisam Aishoua</a>	<a href="#">24025 Newhall Ranch Road</a> <a href="#">Valencia, CA 91355</a> <a href="#">661-200-3772</a>

	Anam Investments, LLC Rikin Lakhani <sup>1</sup>	1815 Ygnacio Valley Road, Suite D Walnut Creek, CA 94598 925-280-5555
CT	Kalpesh H. Patel / Jignesh J. Patel	1919 Boston Post Road, Suite 210 Guilford, CT 860-597-1721
	Edmond Hill Partners, LLC Patrick Guay & Phil Howell	1 Dog Lane, Suite 108 Mansfield, CT 06268 860-477-1071
	<a href="#">3A110 LLC</a> <del>Edmond Hill Partners, LLC Patrick Guay &amp; Phil Howell</del> <a href="#">Syed Naqvi</a>	24 Fenn Road Newington, CT 06111 860-372-4770
FL	Marc Verderame <sup>1</sup>	5030 Champion Blvd., Suite J1 Boca Raton, FL 33496 561-918-3900
	Burger Concepts, LLC Enzo DiGiovanni	13725 SW 152 <sup>nd</sup> Street Miami, FL 33177 305-235-9233
	Angel Flores and Sheb Flores	3155 South Orange Avenue, Suite 101 Orlando, FL 32806 925-899-8053
	Casber Food Service LLC <sup>1</sup> Zabdiel Bernier Sandra Castillo	1040 N Orlando Ave., Suite 102 Winter Park, FL 32789 321-972-1071
GA	E&K Brands LLC Keylan Mitchell Erika Mitchell	1400 Veterans Memorial Hwy SE, Unit 150 Mableton, GA 30126 404-228-2538
LA	Charles Coleman	9730 Bluebonnet Blvd, Suite 1 Baton Rouge, LA 70810 225-663-6632
	Charles Coleman	6555 Siegen Lane, Suite 6 Baton Rouge, LA 70809 225-636-2645
	<a href="#">Denham Springs MOOYAH LLC</a> <del>Natasha Ali and Muhammad Usman</del> <a href="#">Naeem Awan</a>	120 Bass Pro Blvd Denham Springs, LA 70726 225-243-4649
	IHQ 2706 LLC <del>Natasha Ali and Muhammad Usman</del> <a href="#">Muzaffar Ali</a>	2706 S. Cabela's Pkwy. Gonzales, LA 70737 225-647-8604
	Khai Duong <sup>1</sup> Kaleb Duong	1725 Martin Luther King Blvd. Houma, LA 70360 985-333-4162
	Get Moolah LLC <sup>1</sup>	4100 Veterans Boulevard

	Khai Duong Kaleb Duong	Metairie, LA 70002 504-373-6328
MA	2 YA Inc. Martin Lachance/Scott Belhumeur	48 Highland Commons East; Suite 100 Hudson, MA 01749 978-261-3042
	The 3 Good Guys Inc <sup>2</sup> Farid Rifai, Antoine Zeidan & Marwan Zeidan	321 School St Mansfield, MA 02053 508-618-3095
	Edmond Hill Partners, LLC Patrick Guay & Phil Howell	10010 Shops Way Northborough, MA 015432 508-466-2300
	Sudbury Center Burgers, LLC Barry Lattuca & Eric Brock	526C Boston Post Rd Sudbury, MA 01776 978-579-4096
MT	Mike Martinez	2695 King Avenue, Suite D Billings, MT 59102 406-294-3797
NV	Sion Services LLC <sup>1</sup> Joshua Aighobahi	7080 North Durango Drive Suite 150 Las Vegas, NV 89149 702-268-7267
NJ	Keith Kaminskis	216 Old Tappan Rd. Old Tappan, NJ 07675 201-497-8070
	Magnolia Burgers Inc.	1378 Route 206 Skillman, NJ 08558 609-454-5824
NY	Anthony Grippo	1882 Pleasantville Rd. Briarcliff Manor, NY 10510 914-236-3647
NC	Shiv Ganesh Foods Inc.	2233 Matthews Township Pkwy. Matthews, NC 28105 704-814-0223
	ARAMARK-Higher Education	5031 Riegel Road Wilmington, NC 28403 910-962-3900
<b>NH</b>	<b>Janto Suwirjo</b> <b>Pomei Lau</b>	<b><del>150 Marketplace Blvd</del></b> <b><del>Rochester, NH 03876</del></b> <b><del>603-332-6692</del></b>
OH	Emad Tawfik	19137 Bagley Rd Middleburg Heights, OH 44130 440-297-4360
PA	Jin Lee	990 Dekalb Pike Suite 520 Blue Bell, PA 19422 610-278-9191
RI	BD Patel MUKTI LLC	Tiverton Casino 777 Tiverton Casino Blvd Tiverton, RI 02878

		401-816-5075
TN	Arguello Associates, LLC <sup>1</sup> Alfredo Arguello Dreama Arguello	213 Franklin Road, Suite 160 Brentwood, TN 37027 615-942-8199
	Arguello Associates, LLC <sup>1</sup> Alfredo Arguello Dreama Arguello	1560 West McEwen Drive, Suite 160 Franklin, TN 37067 615-905-4920
-	<del>ElevenOne Inc<sup>+</sup> Jake Rightmyer Erin Rightmyer</del>	<del>207 Maharris Dr Gallatin, TN 37066 615-989-1848</del>
	7301 Kingston, LLC	7301 Kingston Pike Knoxville, TN 37919 865-474-1641
TX	Thomas Fowler <sup>1</sup>	3550 Clack Street Abilene, TX 79606 325-704-3044
	KK's 4 Girls, LLC <sup>1</sup> Jeff Kullman	11301 Lakeline Blvd., Suite 200 Austin, TX 78717 512-595-0100
	Salai & Sue Foodservice LLC	12632 S. Freeway, Suite 101 Burleson, TX 76028 817-295-1577
	Fitch Foods LLC <sup>1</sup> Jessie Cheema Tajinder Singh	1101 William D. Fitch Parkway College Station, TX 77845 979-690-9111
	Agape Burgers of Colleyville, LLC <sup>+</sup>	5615 Colleyville Blvd., Suite 300 Colleyville, TX 76034 682-325-4050
	SPI Industries, LLC Scott Isabelle	2215 S. Loop 288, Suite 300 Denton, TX 76208 940-484-9581
	Triple Crown Ventures, LLC Jesus Reza	8889 Gateway Blvd. West El Paso, TX 79925 915-595-0100
	3J's & K1, LLC <sup>1</sup> Jeff Kullman	2704 Cross Timbers Road, #128 Flower Mound, TX 75028 972-539-3388
	Anderson Ventures, LLC	9604 Old Denton Road. Suite 108 Fort Worth, TX 76244 817-741-3800
	<a href="#">Blue Bard Inc.</a> <a href="#">Julio Gonzalez</a> <del>Agape Burgers of Frisco, LLC<sup>+</sup></del> <sup>2</sup> <a href="#">Angela Gonzalez</a>	5170 W. Main St. Suite 600 Frisco, TX 75034
	Salai & Sue Foodservice LLC	3300 E. Broad Street, Suite 102

		Mansfield, TX 76063 682-518-9380
	JAG 8689 LLC Julio Gonzalez Angela Gonzalez	3201 Eldorado Parkway, Suite 300 McKinney, TX 75070 972-540-5016
	Jeff Kullman <sup>1</sup>	4801 W Parker, Suite 155 Plano, TX 85093 972-599-2000
	Dr. Allen Nazempoor	6100 Avenue K, Suite 104C Plano, TX 75074 972-424-4666
	Kelly Osborne	1350 N. Preston Rd Prosper, TX 75078 972-346-4606
	Kully Two LLC <sup>1</sup> Jeff Kullman	200 University Boulevard, Suite 400 Round Rock, TX 78665 512-868-0777
	Pie Squared Investments LLC	4114 Highway 75 North, Suite 100 Sherman, TX 85090 903-771-2616
	Bush & Dawn Enterprises, LLC <sup>1</sup> Jeff Kullman	2225 W. Southlake Blvd., Suite 475 Southlake, TX 76092 817-421-2224
	Geiman Sellers Holding LLC	2700 Richmond Road, Suite 3 Texarkana, TX 75503 903-306-0139
	Agape Burgers of Wylie, LLC <sup>+2</sup>	3100 FM 544, Suite 100 Wylie, TX 75098 972-442-8500
UT	<a href="#">MOOYAH Provo LLC</a> <del>Art &amp; Nick</del> <a href="#">Arthur &amp; Nicholas</a> Depole	62 W. Bulldog Blvd., Suite 104 Provo, UT 84604 801-705-8500
<del>VA</del>	<a href="#">MOOYAH Sandy LLC</a> <del>Alpen Patel</del> <a href="#">Arthur &amp; Nicholas Depole</a>	<a href="#">9710 South State Street, Unit 101</a> <a href="#">Sandy, UT 84070</a> <a href="#">385-557-2995</a> <del>36 Coliseum Crossing, Suite 15</del> <del>Hampton, VA 23666</del> <del>757-224-4822</del>
<a href="#">VA</a>	Hitesh Patel <sup>3</sup>	12080 Jefferson Ave. Newport News, VA 23606 757-968-5252
-	<del>Keval Shah &amp; Sanjay Patel<sup>1</sup></del>	<del>3388 Princess Anne Rd., Suite 301B</del> <del>Virginia Beach, VA 23456</del> <del>757-797-2398</del>
-	<del>Amit and Trupti Patel</del>	<del>4640 Casey Blvd.; Suite K-40</del> <del>Williamsburg, VA 23188</del>

		<del>757-378-3901</del>
WI	Randy Bergeson	6309 McKee Rd. Fitchburg, WI 53719 608-270-1022
	Randy Bergeson	571 State Street Madison, WI 53703 608-285-9293
	Randy Bergeson	605 Junction Road Madison, WI 53717 608-203-8610
	Randy Bergeson	402 S Gammon Rd Madison, WI 53717 608-821-0767
	Randy Bergeson	695 S Grand Avenue Sun Prairie, WI 53950 608-318-2778

1. These franchisees are also developers.
- ~~2.~~ Since the end of our most recent fiscal year, this location transferred to a new owner.

3. [Since the end of our most recent fiscal year, this location ceased operations.](#)

4.

**Franchisees Who Have Signed But Units Are Not Yet Open (as of December ~~31~~<sup>2024</sup>, ~~2023~~<sup>2024</sup>):**

AZ – Rodrigo Aparicio, Laura Aparicio, Andres Aparicio, and Esteban Aparicio Phoenix, AZ 623-748-4721	CA – Shivpartap (Kevin) Singh Gill TBD, CA 510-415-3069
<del>CA – Baljit Singh</del> <del>Fontana, CA</del> <del>209-200-3984</del>	<del>CA – Wisam Aishoua</del> <del>Valencia, CA</del> <del>310-429-4437</del>
CA – Parviz Towhidian and Reza Behnam Temecula, CA 949-922-4020	CA – Andrew Davis TBD, CA 949-929-7000
<u>CA – Rikin Lakhani</u> <u>Livermore, CA</u> <u>714-313-7922</u>	<u>CA – Jaime Trimble</u> <u>Cypress, CA</u> <u>714-426-1601</u>
FL – Brad Harper Ocala, FL 352-208-2991	FL – Zabdiel Bernier and Sandra Castillo Tavares, FL 407-202-6118
<del>MAMI – Farid Rafai, Antonie Zeidan, and Marwan Zeidan</del> <del>Weymouth or Taunton</del> <del>Flint, MA</del> <del>MI</del> <del>508-294-7718</del> <u>810-394-0864</u>	MO – Kelly Thoenen, Mark Notz and Monica Notz O’Fallon, MO 314-517-9167 <del>NC – Arty Brown</del> <del>Charlotte, NC</del> <del>704-299-3306</del> <del>MI – Walid Bounenni</del> <del>Flint, MI</del> <del>810-394-0864</del>
<del>Puerto Rico – Javier Rodriguez</del> <u>NC – Arty Brown</u> <u>Charlotte, NC</u> <del>San Juan, P.R.</del> <del>787-505-2661</del> <u>704-299-3306</u>	<u>Puerto Rico – Javier Rodriguez</u> <del>TX – Jesus and Rebecca Reza</del> <del>El Paso, TX</del> <del>915-585-1251</del> <u>San Juan, P.R.</u> <u>787-505-2661</u>
TX – Jeff Kullman Grapevine, TX 972-821-8338	

**MULTI-UNIT OPERATORS:**

<b>Multi-Unit Operator</b>	<b>Territory</b>
<del>Barrow Investment Inc. Denney Barrow Birmingham, AL 35243 205-281-0646</del>	<del>In the State of Alabama: the counties of Jefferson, Shelby, Montgomery, Madison and Tusealoosa.</del>
Khai Duong and Kaleb Duong New Orleans, LA 504-806-5203 (Khai) 504-296-2448 (Kaleb)	In the State of Louisiana: the cities of Lafourche, Terrebonne, Jefferson, Orleans, Plaquemines and the parishes of St. Bernard, St. Charles, St. John the Baptist, and St. Tammany.
Jeff Kullman	In the State of Texas: the counties of Hays, Travis and Williamson.
Tajinder Singh & Jesse Cheema	State of Texas: Bryan, College Station
<del>Keval Shah &amp; Sanjay Patel</del>	<del>State of Virginia: Virginia Beach; Norfolk, Chesapeake; and the northeastern region of Suffolk, Virginia</del>
Thomas, Casey, Billye Fowler	State of Texas: the counties include Tom Green, Coke, Runnels, Taylor, Nolan, Mitchell, Jones, Fisher, Scurry, Kent, Lynn, Lubbock and Crosby
Alfredo and Martin Arquello Nashville, TN (South)	State of Tennessee: Brentwood, Franklin, South Nashville
<del>Agape Management Co.</del>	<del>The following cities located in the State of Texas: Dallas (downtown north to Interstate 635), Addison, Rockwall, Heath, Coppell, Lewisville, The Colony, Sachse, Murphy, Wylie, Garland, Arlington, Hurst, Euless, Bedford, Colleyville, Denton (west of Elm Street), Argyle, Roanoke, Trophy Club, Keller (excluding previously granted protected areas), Watauga, Richland Hills, North Richland Hills, Haltom City, Grand Prairie, Irving, Las Colinas, Highland Village, and Lake Dallas.</del>
Kit Chui and Hank Lu	State of California: the cities of Upland, Rancho Cucamonga, Ontario and Empire
Marc Verderame	State of Florida: County of Palm Beach
Baljit Singh	State of California: Designated area throughout Fontana
Green Madness LLC	State of California: Designated area throughout Carlsbad and San Diego
Brad Harper	State of Florida: Designated area throughout Ocala

Rikin Lakhani	State of California: cities of Brentwood, Cublin, Livermore, and Tracy
Rodrigo Aparicio, Laura Aparicio, Andres Aparicio, and Esteban Aparicio	State of Arizona: city of Phoenix
Javier Rodriguez	San Juan, Puerto Rico
Sandra Castillo and Zabdriel Bernier	State of Florida: Designated area around Orlando
Kelly Thoenen, Mark Notz and Monica Notz	State of Missouri: Saint Charles County
Joshua Aighobahi	State of Nevada: Designated area throughout Sun City Summerlin, Summerlin, Summerlin South, The Lakes, Winchester, North Las Vegas
Jim Melby	State of California: Designated area in protected area in the counties of Orange, Riverside, San Diego and Imperial
ElevenOne Inc.	State of Tennessee: cities of Gallatin and Hendersonville
Arty Brown	State of North Carolina: Designated area throughout north Charlotte
Andrew Davis	State of California: Designated area throughout north Orange County and south Los Angeles County

**EXHIBIT C-2**

**LIST OF FRANCHISEES, MULTI-UNIT OPERATORS AND DEVELOPMENT AGENTS WHO  
CEASED OPERATING DURING THE FISCAL YEAR ENDED DECEMBER ~~31~~<sup>29</sup>, ~~2023~~<sup>2024</sup>**

**EXHIBIT C-2 TO THE DISCLOSURE DOCUMENT**

**List of MOOYAH® Franchisees, Multi-Unit Operators, and Development Agents  
Who Ceased Operating during the Fiscal Year ended December ~~3129~~, ~~2023~~2024**

**Franchisees:**

<p><del>Barrow Investment Inc.</del><sup>+</sup>  <a href="#">Kessler Group Monrovia Corp.</a>  <a href="#">Monrovia, CA</a>                  Denney Barrow                  4028 Marble Terrace, Suite 100                  Hoover, AL 35244                  205-538-5110 <del>626-374-4541</del></p>	<p><a href="#">Janto Suwirjo &amp; Pomei Lau</a>  <del>SinaS Inc.</del> <a href="#">Rochester, NH</a>                  Mohammad Sina                  8251 Bruceville Road, Suite 150                  Sacramento, CA 95823                  916-513-7651 <del>603-785-1515</del></p>
<p><del>ARAMARK Higher Education</del> <a href="#">ElevenOne Inc</a><sup>1</sup>  <a href="#">Jake Rightmyer &amp; Erin Rightmyer</a>  <a href="#">Gallatin, TN</a>                  548 Western Avenue                  Hammond, LA 70402                  985-549-2286 <del>615-939-3658</del></p>	<p><a href="#">Alpen Patel</a>  <a href="#">Hampton, VA</a>  <del>Barry Lattuca &amp; Eric Brock</del>                  140 Tremont Street;                  Boston, MA 02111                  857-277-0176 <del>972-898-1837</del></p>
<p><a href="#">Murali Tirupuranane</a><sup>2</sup>  <a href="#">Newport News, VA</a>                  Patrick Guay &amp; Phil Howell                  499 Boston Road, Suite 8                  North Billerica, MA 01862                  978-667-9500 <del>757-327-1221</del></p>	<p><a href="#">Keval Shah &amp; Sanjay Patel</a><sup>3</sup>  <a href="#">Virginia Beach, VA</a>  <del>Aramark Higher Education</del>                  NW Campus Dining                  800 University Drive                  Maryville, MO 64468                  660-562-1090 <del>757-592-4930</del></p>
<p>Team Moo, LLC                  John &amp; Daniel Bodner                  325 Route 28                  Garwood, NJ 07027                  908-264-7106</p>	<p>Triple Crown Ventures, LLC                  Jesus Reza                  Rebecca Reza                  7500 North Mesa, Suite 105                  El Paso, TX 79912                  915-584-2200</p>
<p><del>Agape Burgers of Frisco, LLC</del><sup>2</sup>  <a href="#">Amit &amp; Trupti Patel</a>  <a href="#">Williamsburg, VA</a>                  5170 W. Main St. Suite 600                  Frisco, TX 75034 <del>757-508-2873</del></p>	

1. This franchisee ~~also terminated its Multi-Unit Operator Agreement~~ has ceased operations based on an ongoing transfer of ownership; however, the Franchise Agreement has not yet been terminated.
2. Since the end of our most recent fiscal year, this location ~~transferred to a new owner~~ ceased operations.
3. This franchisee also terminated its Multi-Unit Operator Agreement.

**~~Development Agent~~ Multi-Unit Operators:**

<p><del>Jay Hummer</del>  <del>Firmita Entrepreneurial</del></p>	
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If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

<b>Development</b> <b>PO Box 68</b> <b>Shrewbury, MA 01545</b>	
<b><u>Operators</u></b>	<b><u>Territory</u></b>
<u>Barrow Investment Inc.</u> <u>Denney Barrow</u> <u>Birmingham, AL 35243</u> <u>205-281-0646</u>	<u>In the State of Alabama: the counties of Jefferson, Shelby, Montgomery, Madison and Tuscaloosa.</u>
<u>Keval Shah &amp; Sanjay Patel</u>	<u>State of Virginia: Virginia Beach; Norfolk, Chesapeake; and the northeastern region of Suffolk, Virginia</u>
<u>Agape Management Co.</u>	<u>The following cities located in the State of Texas: Dallas (downtown north to Interstate 635), Addison, Rockwall, Heath, Coppell, Lewisville, The Colony, Sachse, Murphy, Wylie, Garland, Arlington, Hurst, Euless, Bedford, Colleyville, Denton (west of Elm Street), Argyle, Roanoke, Trophy Club, Keller (excluding previously granted protected areas), Watauga, Richland Hills, North Richland Hills, Haltom City, Grand Prairie, Irving, Las Colinas, Highland Village, and Lake Dallas.</u>

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor):**

<p><del>JOU</del><del>89</del><u>Edmond Hill Partners, LLC</u>  <u>Patrick Guay &amp; Phil Howell</u>  <del>Tareq Qarman</del><u>Newington, CT</u>  <del>1040 N Orlando Ave</del>  <del>Winter Park, Florida 32789</del>  <del>321-972-1071</del><u>508-942-8085</u></p>	<p><u>Natasha Ali &amp; Muhammad Usman</u>  <del>ASCM-I LLC</del>  <del>Chad Calongne</del>  <del>Ryan Braeh</del>  <del>2706 S. Cabela's Pkwy.</del>  <del>Gonzales</del><u>Denham Springs, LA 70737</u>  <del>225-647-8604</del><u>225-288-9340</u></p>
<p><del>529 Group, LLC</del>  <u>Natasha Ali &amp; Muhammad Usman</u>  <del>Gilbert Ramirez</del><u>Gonzales, LA</u>  <del>3201 Eldorado Parkway, Suite 300</del>  <del>McKinney, Texas 75070</del>  <del>972-540-5016</del><u>225-288-9340</u></p>	<p><u>Agape Burgers of Frisco, LLC</u>  <u>Frisco, TX</u>  <u>469-774-2525</u></p>

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT D**

**FINANCIAL STATEMENTS**

**UNAUDITED FINANCIAL STATEMENTS**

**Mooyah Franchising, LLC**  
**Income Statement**  
**P1 - 2025, Q1 - 2025, P2 - 2025, P3 - 2025**

FINANCIAL ROW	AMOUNT
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
40000 - Sales & Incomes	\$1,814,006.15
<b>Total - Income</b>	\$1,814,006.15
<b>Cost Of Sales</b>	
50000 - Cost of Goods Sold	\$4,916.00
<b>Total - Cost Of Sales</b>	\$4,916.00
<b>Gross Profit</b>	\$1,809,090.15
<b>Expense</b>	
60000 - Labor	\$645,410.28
70000 - Controllable Costs	\$708,342.80
80000 - Non Controllable Expenses	\$281,306.24
<b>Total - Expense</b>	\$1,635,059.32
<b>Net Ordinary Income</b>	\$174,030.83
<b>Other Income and Expenses</b>	
<b>Other Expense</b>	
90000 - Other Income & Expenses	(\$15,805.37)
95300 - Sales Tax	\$1,768.25
<b>Total - Other Expense</b>	(\$14,037.12)
<b>Net Other Income</b>	\$14,037.12
<b>Net Income</b>	\$188,067.95

**THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT AS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.**

**Mooyah Parent : Mooyah Franchising, LLC**  
**Balance Sheet**  
**End of P3 - 2025**

FINANCIAL ROW	AMOUNT
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank</b>	
10000 - Banks	\$449,379.84
<b>Total Bank</b>	\$449,379.84
<b>Accounts Receivable</b>	\$1,529,393.44
<b>Other Current Asset</b>	\$497,678.71
<b>Total Current Assets</b>	\$2,476,451.99
<b>Fixed Assets</b>	
17000 - Fixed Assets	\$13,808.17
<b>Total Fixed Assets</b>	\$13,808.17
<b>Other Assets</b>	
18000 - Intangible & Other Assets	\$1,341,672.65
<b>Total Other Assets</b>	\$1,341,672.65
<b>Total ASSETS</b>	<b>\$3,831,932.81</b>
<b>Liabilities &amp; Equity</b>	
<b>Current Liabilities</b>	\$978,475.24
<b>Equity</b>	\$2,853,457.57
<b>Total Liabilities &amp; Equity</b>	<b>\$3,831,932.81</b>

**THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT AS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.**

**AUDITED FINANCIAL STATEMENTS**

# **MOOYAH Franchising, LLC**

Financial Statements

December 29, 2024, December 31, 2023  
and January 1, 2023

# MOOYAH Franchising, LLC

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December 29, 2024, December 31, 2023 and January 1, 2023

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## Independent Auditors' Report

To Management and Member of  
MOOYAH Franchising, LLC

### Opinion

We have audited the financial statements of MOOYAH Franchising, LLC (the Company), which comprise the balance sheets as of December 29, 2024, December 31, 2023 and January 1, 2023, and the related statements of operations and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024, December 31, 2023 and January 1, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

## **Auditors' 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 auditors' 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the 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 the Company'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 the Company'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.

*Baker Tilly US, LLP*

Los Angeles, California  
April 14, 2025

**MOOYAH Franchising, LLC**

Balance Sheets

December 29, 2024, December 31, 2023 and January 1, 2023

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
<b>Assets</b>			
<b>Current Assets</b>			
Cash and cash equivalents	\$ 810,293	\$ 1,454,584	\$ 1,330,316
Accounts receivable	333,886	251,633	231,077
Costs to obtain contracts, current	18,358	15,757	15,585
Inventory	5,562	5,562	5,393
Prepaid expenses and other current assets	126,147	90,912	662,478
Total current assets	1,294,246	1,818,448	2,244,849
<b>Property and Equipment, Net</b>	13,808	21,325	27,627
<b>Costs to Obtain Contracts, Net of Current Portion</b>	660,702	684,045	625,015
<b>Due from Related Parties, Net</b>	2,074,885	1,104,393	476,297
<b>Operating Right-of-Use Asset</b>	667,529	57,022	153,961
<b>Franchise Fees Held in Escrow</b>	120,000	80,000	-
<b>Other Assets</b>	10,365	10,365	10,365
Total assets	<u>\$ 4,841,535</u>	<u>\$ 3,775,598</u>	<u>\$ 3,538,114</u>
<b>Liabilities and Member's Equity</b>			
<b>Current Liabilities</b>			
Accounts payable	\$ 101,160	\$ 91,900	\$ 267,075
Accrued liabilities	271,109	351,106	162,447
Gift card liability	60,888	72,023	83,981
Deferred franchise fee revenue, current	421,000	520,000	-
Operating lease liability, current	56,621	61,895	96,938
Total current liabilities	910,778	1,096,924	610,441
<b>Operating Lease Liability, Net of Current Portion</b>	617,872	-	59,100
<b>Deferred Franchise Fee Revenue, Net of Current Portion</b>	646,668	718,168	1,307,168
Total noncurrent liabilities	1,264,540	718,168	1,366,268
Total liabilities	2,175,318	1,815,092	1,976,709
<b>Member's Equity</b>	2,666,217	1,960,506	1,561,405
Total liabilities and member's equity	<u>\$ 4,841,535</u>	<u>\$ 3,775,598</u>	<u>\$ 3,538,114</u>

See notes to financial statements

## MOOYAH Franchising, LLC

### Statements of Operations and Changes in Member's Equity

Years Ended December 29, 2024, December 31, 2023 and January 1, 2023

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
<b>Revenue</b>			
Franchise and development fee income	\$ 345,500	\$ 404,007	\$ 167,000
Royalty fee income	4,256,264	3,931,841	3,850,867
Advertising fee income	2,189,550	2,080,560	2,035,384
Vendor rebate income	404,476	383,198	321,522
	<u>7,195,790</u>	<u>6,799,606</u>	<u>6,374,773</u>
<b>Operating Expenses</b>			
Salaries, wages and benefits	1,974,386	1,887,975	2,487,305
Advertising expense	2,417,486	2,080,560	2,256,658
General and administrative	2,156,211	2,565,834	1,440,010
	<u>6,548,083</u>	<u>6,534,369</u>	<u>6,183,973</u>
Total operating expenses			
	<u>6,548,083</u>	<u>6,534,369</u>	<u>6,183,973</u>
Operating income	<u>647,707</u>	<u>265,237</u>	<u>190,800</u>
<b>Other Income</b>	<u>58,004</u>	<u>133,864</u>	<u>134,288</u>
Net income	<u>\$ 705,711</u>	<u>\$ 399,101</u>	<u>\$ 325,088</u>
<b>Member's Equity, Beginning</b>	\$ 1,960,506	\$ 1,561,405	\$ 1,437,835
Member distribution	-	-	(201,518)
Net income	705,711	399,101	325,088
<b>Member's Equity, Ending</b>	<u>\$ 2,666,217</u>	<u>\$ 1,960,506</u>	<u>\$ 1,561,405</u>

See notes to financial statements

# MOOYAH Franchising, LLC

## Statements of Cash Flows

Years Ended December 29, 2024, December 31, 2023 and January 1, 2023

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
<b>Cash Flows From Operating Activities</b>			
Net income	\$ 705,711	\$ 399,101	\$ 325,088
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Amortization of contract costs	20,742	45,797	23,468
Amortization of operating right-of-use asset	112,681	101,609	98,100
Depreciation expense	7,517	8,498	16,571
Bad debt expense	-	1,169	-
Change in operating assets and liabilities:			
Accounts receivable	(82,253)	(21,725)	(37,891)
Costs to obtain contracts	-	(104,999)	(191,000)
Inventory	-	(169)	(5,393)
Prepaid expenses and other current assets	(35,235)	571,566	(620,799)
Other assets	-	-	4,653
Franchise fees held in escrow	(40,000)	(80,000)	-
Accounts payable	9,260	(175,175)	27,946
Advertising cooperative liabilities	-	-	(87,099)
Accrued liabilities	(79,997)	188,659	(249,348)
Gift card liability	(11,135)	(11,958)	(1,709)
Deferred franchise fees revenue	(170,500)	(69,000)	335,001
Deferred rent	-	-	(1,163)
Operating lease liability	(110,590)	(98,813)	(96,023)
Net cash provided by (used in) operating activities	<u>326,201</u>	<u>754,560</u>	<u>(459,598)</u>
<b>Cash Flows From Investing Activities</b>			
Due from related parties, net	(970,492)	(628,096)	(189,273)
Purchase of equipment	-	(2,196)	(21,614)
Net cash used in investing activities	<u>(970,492)</u>	<u>(630,292)</u>	<u>(210,887)</u>
<b>Cash Flows From Financing Activities</b>			
Member distribution	-	-	(201,518)
Net cash used in financing activities	<u>-</u>	<u>-</u>	<u>(201,518)</u>
Net change in cash and cash equivalents	(644,291)	124,268	(872,003)
<b>Cash and Cash Equivalents, Beginning</b>	<u>1,454,584</u>	<u>1,330,316</u>	<u>2,202,319</u>
<b>Cash and Cash Equivalents, Ending</b>	<u>\$ 810,293</u>	<u>\$ 1,454,584</u>	<u>\$ 1,330,316</u>
<b>Supplemental Disclosures of Noncash Activities</b>			
Operating lease right-of-use asset obtained in exchange for operating lease liability	<u>\$ 723,188</u>	<u>\$ -</u>	<u>\$ 249,905</u>

See notes to financial statements

# MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

## 1. Organization and Description of Business

MOOYAH Franchising, LLC (the Company), a Delaware limited liability company (LLC), was formed on March 17, 2017. The sole member of the Company is MOOYAH Parent LLC, a Delaware LLC (the Member). The Company was formed for the purpose of holding the net assets related to the franchise operations acquired of the "MOOYAH Burgers, Fries, and Shakes" concept (MOOYAH), including the franchise operations.

The Company offers and sells franchises to operate restaurants under the name MOOYAH throughout the U.S. and internationally through a 99-year renewable trademark license agreement with its Member. The license agreement grants the Company a nonexclusive right to use the MOOYAH trademarks and to license the trademarks to franchisees under franchise agreements. As of December 29, 2024, the Company had 79 franchise locations in operation, of which 74 are located in a total of 22 U.S. states (71 traditional and three nontraditional) and five internationally. As of December 31, 2023, the Company had 82 franchise locations in operation, of which 75 are located in a total of 22 U.S. states (73 traditional and two nontraditional) and seven internationally. As of January 1, 2023, the Company had 84 franchise locations in operations, of which 77 are located in a total of 23 U.S. states (71 traditional and six nontraditional) and seven internationally.

## 2. Summary of Significant Accounting Policies

### Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of December 29, 2024, December 31, 2023 and January 1, 2023. References to Accounting Standards Codification (ASC) and Accounting Standards Update (ASU) included hereinafter refers to the Accounting Standards Codification and Accounting Standards Update established by the Financial Accounting Standards Board as the source of authoritative U.S. GAAP.

### Fiscal Year

The Company uses a fiscal year consisting of the 52 or 53-week period ending on the last Sunday closest to December 31. The years ended dates of the attached financial statements are December 29, 2024, December 31, 2023 and January 1, 2023.

### Use of Estimates

The preparation of the financial statements, in accordance with U.S. GAAP, requires that management makes certain estimates and assumptions. These estimates and assumptions affect the reported amount of assets and liabilities and the disclosure of contingent assets and liabilities as of the balance sheet date. The actual results could differ significantly from those estimates.

### Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of 90 days or less to be cash equivalents. As of December 29, 2024, December 31, 2023 and January 1, 2023, the Company carried no cash equivalents.

# MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

## Significant Concentration

As of December 29, 2024, the Company had one customer that comprised 48% of the total accounts receivable. As of December 31, 2023 and January 1, 2023, no single customer comprised more than 10% of the total accounts receivable.

As of December 29, 2024, the Company had two vendors that comprised 51% of the total accounts payable. As of December 31, 2023 and January 1, 2023, no single vendor comprised more than 10% of total accounts payable.

## Accounts Receivable

Accounts receivable are stated net of an allowance for doubtful accounts and consists mainly of royalty fees and marketing administration fees collected from the Company's franchisees. On a periodic basis, the Company evaluates its accounts receivable balance and establishes an allowance for doubtful accounts, if required, based on a history of past write-offs, collections and current credit considerations. Management of the Company has determined there is no need for a reserve as of December 29, 2024, December 31, 2023 and January 1, 2023.

## Costs to Obtain Contracts

The Company recognizes an asset for a portion of the incremental costs of obtaining a contract with a franchisee. The portion of the incremental costs attributable to getting the franchise location opened are recorded at the location opening date and the Company recognizes the remainder of the expense over the course of the period when the Company expects to recover those costs. The Company has determined that certain internal sales incentives earned at the time when an initial contract is executed as well as commission payments earned by a third party when a contract is executed meet these requirements. Capitalized sales incentives and third-party fees are expensed and amortized to salaries, wages and benefits and to general and administrative expenses, respectively, either at the location opening date or on a straight-line basis over the period of benefit. The Company applies a practical expedient to expense costs as incurred for costs to obtain a contract with a franchisee when the amortization period would have been one year or less.

Deferred costs related to obtaining contracts with customers totaled \$679,060, \$699,802, and \$640,600, as of December 29, 2024, December 31, 2023 and January 1, 2023, respectively, out of which \$18,358, \$15,757 and \$15,585, respectively, were classified as current. Amortization expense for the costs to obtain a contract were \$20,742, \$45,797 and \$23,468 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively, and were included in general and administrative expense on the accompanying statements of operations and changes in member's equity.

## Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from three to seven years for equipment and the lesser of seven years or the life of the lease for leasehold improvements. The Company capitalizes assets with useful lives greater than one year and a value of more than \$1,000. Expenditures for major additions or improvements which extend the useful lives of assets are capitalized. Minor replacements, maintenance and repairs, which do not improve or extend the lives of the assets, are charged to operations as incurred. Disposals are removed at cost less accumulated depreciation, and any resulting gain or loss is reflected in current operations.

# MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

## Fair Value Measurements

The Company's financial instruments, none of which are held for trading purposes, include cash, accounts receivable, accounts payable and accrued expenses. Management estimates that the fair value of all financial instruments at December 29, 2024, December 31, 2023 and January 1, 2023, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying financial statements.

## Gift Cards

Cash related to the sale of gift cards is collected from the franchisees by the Company and deferred until the gift card is redeemed. The Company reimburses the franchisees for gift cards that are redeemed. Outstanding gift cards are tracked internally through each of the franchisees' point of sale systems.

## Revenue Recognition

The Company records revenue under ASC No. Topic 606, *Revenue From Contracts With Customers (Topic 606)*, which requires revenue to be recorded as the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services.

## Franchise and Development Revenues

The franchise arrangement between the Company and each franchise owner of a MOOYAH store is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the MOOYAH brand and does not involve the direct transfer of goods and services to the franchise owner as a customer.

The transaction price in a standard franchise arrangement consists of (i) franchise/development fees; (ii) continuing franchise fees (royalties); and (iii) advertising fees. Topic 606 requires that the transaction price received from customers is allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligations is then recognized as the performance obligations are satisfied as specified in the contract. As the Company elected to use the practical expedient under ASU No.2021-02, it treats the pre-opening services as a single performance obligation and related franchise fee revenue is recognized upon franchise location opening. Deferred revenue consists mainly of franchise and development fees paid in advance of the store opening.

## Royalty and Advertising Fee Revenue

Royalty and advertising fee revenues are based on a percentage of sales and are recognized when the food items are delivered to or carried out by customers. Royalty fees amount to up to 6% of franchisee gross sales per year and advertising fees amount to up to 3% of franchisee gross sales per year. Payments for domestic royalties and advertising fees are generally due and collected within seven days of the prior week end date. Payments for international royalties are due and collected within 30 days of month end.

## Vendor Rebate Income

Vendor rebate revenues are based on a percentage of sales or a dollar amount per quantity for purchases made by the Company's franchisees. Revenue is recognized at the point in time in which the sales are made. For certain vendors, the Company receives a signing bonus which is recognized evenly over the life of the contract.

# MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

## General and Administrative Expenses

The Company's general and administrative expenses consist of occupancy costs, legal fees, office supplies and related expenses, telephone and internet, and bank/finance charges.

## Advertising and Marketing Costs

Advertising costs, including general brand marketing and contributions to local advertising cooperatives based on a percentage of sales, are expensed when incurred.

Franchised and Company-owned stores in the United States contribute to an Advertising Fund (Ad Fund) that the Company manages on behalf of these stores. The Company is committed under its franchise and other agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements. Contributions to the Ad Fund are recognized as revenue, while expenditures are included in advertising expenses on the accompanying statements of operations and changes in member's equity. Expenditures of the Ad Fund are primarily amounts paid to third parties but may also include personnel expenses and allocated costs. At each reporting date, to the extent contributions to the Ad Fund exceed expenditures on a cumulative basis, the excess contributions are recorded in Franchisee payables on the accompanying balance sheets. While no profit is recognized on amounts received by the Ad Fund, when expenditures exceed contributions to the Ad Fund on a cumulative basis, income from operations and net income may be affected due to the timing of when revenues are received and expenses are incurred.

## Income Taxes

As a single member LLC, the Company is considered a disregarded entity and the results of its operations will be filed with the Member's federal and state income tax returns. As such, the Company itself is typically not subject to an income tax liability as the taxable income or loss of the Company is passed through to Member. Therefore, no liability for federal income taxes has been included in the financial statements.

The Company accounts for uncertain tax positions in accordance with Accounting Standards Codification (ASC) 740, *Income Taxes*. ASC 740 prescribes a recognition threshold and measurement process for accounting for uncertain tax positions and also provides guidance on various related matters such as derecognition, interest, penalties and required disclosures. The Company does not have any entity-level uncertain tax positions.

## Recently Adopted Accounting Pronouncements

On January 2, 2023, the Company adopted ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including trade accounts receivables. The Company adopted ASC 326 using the modified retrospective method for its trade accounts receivable and noted no reserve was necessary during the current or prior year periods. Accordingly, there was no impact to the financial statements.

## MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

Effective January 3, 2022, the Company adopted Financial Accounting Standards Board (FASB) ASU No. 2016-02, *Leases (Topic 842)*, and all related amendments using the modified retrospective approach.

ASU No. 2016-02 requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Lease expense for the Company's finance leases is comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method.

The standard provides for several optional practical expedients. Upon transition to Topic 842, the Company elected:

- The package of practical expedients permitted under the transition guidance which does not require the Company to reassess prior conclusion regarding whether contracts are or contain a lease, lease classification and initial direct lease costs;
- The practical expedient to use hindsight in determining the lease term (that is, when considering options to extend or terminate the lease or to purchase the underlying asset) and in assessing impairment of the Company's right of use assets.

The standard also provides for several accounting policy elections, as follows:

- The Company has elected the policy not to separate lease and nonlease components for all asset classes;
- When the rate implicit in the lease is not determinable, rather than using the Company's incremental borrowing rate, the Company elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes;
- The Company elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be record on a straight-line basis over the lease term.

### Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before the financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements are available to be issued.

The Company has evaluated subsequent events through April 14, 2025, which is the date the financial statements were available to be issued.

## MOOYAH Franchising, LLC

Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

### 3. Property and Equipment, Net

Property and equipment, net, consists of the following:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Furniture and equipment	\$ 84,201	\$ 84,201	\$ 84,201
Leasehold improvements	6,292	6,292	6,292
Computer equipment and software	47,381	47,381	45,185
	137,874	137,874	135,678
Less accumulated depreciation and amortization	(124,066)	(116,549)	(108,051)
Total	<u>\$ 13,808</u>	<u>\$ 21,325</u>	<u>\$ 27,627</u>

Depreciation and amortization expense was \$7,517, \$8,498 and \$16,571 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

### 4. Costs to Obtain Contracts

Costs to obtain contracts balances as of December 29, 2024, December 31, 2023 and January 1, 2023 are as follows:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Costs to obtain contracts	\$ 679,060	\$ 699,802	\$ 640,600

Amortization of costs to obtain contracts were \$20,742, \$45,797, and \$23,468 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively.

### 5. Related-Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions, or if they are subject to common control or common significant influence. The significant related-party transactions consist of borrowings from, and payments to, the Member and other related parties under common control of the Member.

Due from and due to related-party balances are as follows for the years ended December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Due from member	\$ 888,928	\$ 361,818	\$ 407,893
Due from affiliates	1,305,854	742,575	68,404
Due to affiliates	(119,897)	-	-
Total	<u>\$ 2,074,885</u>	<u>\$ 1,104,393</u>	<u>\$ 476,297</u>

## MOOYAH Franchising, LLC

Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

The Company's affiliate, MOOYAH Opco, LLC, operated three corporate restaurants during the year ended December 29, 2024, and operated one corporate restaurant during the years ended December 31, 2023 and January 1, 2023. For years ended December 29, 2024, December 31, 2023 and January 1, 2023, related party royalty fee income from these corporate locations amounted to approximately \$111,000, \$49,000 and \$50,000, respectively. Such amounts are included in royalty fee income in the accompanying statements of operations and changes in member's equity. Related party advertising fee income from these corporate locations amounted to approximately \$55,000, \$25,000 and \$25,000 for the years ended December 29, 2024, December 31, 2023 and January 1, 2023, respectively, which are included in advertising fee income in the accompanying statements of operations and changes in member's equity.

### 6. Contract Balances

The beginning and ending contract balances were as follows as of December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Accounts receivable	\$ 333,886	\$ 251,633	\$ 231,077
Deferred franchise fees	\$ (1,067,668)	\$ (1,238,168)	\$ (1,307,168)

### 7. Advertising Fund

The Company manages the Ad Fund on behalf of all MOOYAH stores in the United States. The Company is committed under its franchise and other agreements to spend revenues of the Ad Fund on marketing, creative efforts, media support, or related purposes specified in the agreements.

Activity in the Ad Fund for the periods reported is as follows for the years ended December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Opening fund balance	\$ (205,077)	\$ (205,077)	\$ -
Advertising fee income	2,189,550	2,080,560	2,035,384
Ad fund expense	<u>(2,417,486)</u>	<u>(2,080,560)</u>	<u>(2,240,461)</u>
Total	<u>\$ (433,013)</u>	<u>\$ (205,077)</u>	<u>\$ (205,077)</u>

### 8. Commitments and Contingencies

#### Operating Leases

The Company leases its corporate office in Plano, Texas, under a noncancelable lease agreement. In August 2021, the Company renewed its lease agreement for a term of three years, which expired in June 2024.

In February 2024, the Company entered into a new lease agreement for its new corporate office in Plano, Texas. The lease is a noncancelable operating lease expiring in January 2034.

## MOOYAH Franchising, LLC

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Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

### Leases, Prior to January 3, 2022

The Company's leases are evaluated and classified as operating or capital leases for financial reporting purposes. Operating leases may contain rent holidays, or free rents and rent escalations during the lease terms. Rental expense is recorded on a straight-line basis starting on the date the Company takes control of the related leased space. The difference between the average rental amount charged to expense and the amount payable under the lease is recorded as deferred rent.

### Leases, January 3, 2022 and After

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

Certain of the Company's leases include options to renew to terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses the uses a risk-free rate based on U.S. Treasury notes or bond rates for a similar term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842.

The Company made significant assumptions and judgments in applying the requirements of Topic 842. In particular, the Company:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights.
- Determined whether contracts contain embedded leases.
- Determined for leases that contain a residual value guarantee, whether a payment at the end of the lease term was probable and, accordingly, whether to consider the amount of a residual value guarantee in future lease payments.

The Company does not have any material leasing transactions with related parties.

## MOOYAH Franchising, LLC

### Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

The following table summarizes the operating lease right-of-use assets and operating lease liabilities as of December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Operating lease right-of-use asset	\$ 667,529	\$ 57,022	\$ 153,961
Operating lease liability:			
Current	\$ 56,621	\$ 61,895	\$ 96,938
Long-term	617,872	-	59,100
Total	<u>\$ 674,493</u>	<u>\$ 61,895</u>	<u>\$ 156,038</u>

Below is a summary of expenses incurred pertaining to leases during the years ended December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Operating lease expense	\$ 87,149	\$ 98,100	\$ 98,869

The right-of-use asset and lease liability were calculated using a weighted average discount rate of 3.87%, 1.04% and 1.04% as of December 29, 2024, December 31, 2023, and January 1, 2023. As of December 29, 2024, December 31, 2023 and January 1, 2023, the weighted average remaining lease term was 9.17 years, 0.50 years and 2.58 years, respectively.

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 29, 2024:

Years ending December 29:	
2025	\$ 81,467
2026	83,096
2027	84,758
2028	86,453
2029	88,182
Thereafter	<u>378,688</u>
Total lease payments	802,644
Less present value discount	<u>(128,151)</u>
Total lease liabilities	674,493
Less current portion	<u>(56,621)</u>
Long-term lease liabilities	<u>\$ 617,872</u>

## MOOYAH Franchising, LLC

Notes to Financial Statements

December 29, 2024, December 31, 2023 and January 1, 2023

The following table includes supplemental cash flow and noncash information related to the leases for the year ended December 29, 2024, December 31, 2023 and January 1, 2023:

	<u>December 29, 2024</u>	<u>December 31, 2023</u>	<u>January 1, 2023</u>
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 73,333	\$ 98,813	\$ 96,023
Operating lease right-of-use asset obtained in exchange for lease liabilities	\$ 723,188	\$ -	\$ 249,905

### Litigation

The Company from time to time may be involved in claims and legal proceedings in the ordinary course of its business. In the opinion of management, the Company is adequately insured against such claims and any ultimate liability arising from such proceedings will not have a material adverse effect on the financial condition, operations or cash flows of the Company.

### 9. Member's Equity

The Company's LLC operating agreement has a perpetual life. Excess cash flow, tax liability distributions and profits and losses are to be distributed to the Member in accordance with the operating agreement. The liability of the Company's Member is limited to the Member's specific capital balance. Upon liquidation of the Company, the net assets shall be distributed to the Member.

**EXHIBIT E**

**STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS**

## EXHIBIT E TO THE DISCLOSURE DOCUMENT

### STATE AGENCIES

The following state administrators are responsible for the review, registration and oversight of franchises in that state.

<p><i>Arkansas</i> Corporation Service Company 300 Spring Building, Suite 900 300 S. Spring Street Little Rock, AR 72201</p>	<p><i>California</i> Department of Financial Protection and Innovation One Sansome St., Ste. 600 San Francisco, CA 94104 (213) 576-7500</p> <p>Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205</p>	<p><i>Connecticut</i> Securities &amp; Bank Investments CT – Div. Dept. of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8230</p>
<p><i>Florida</i> Dept. of Agriculture and Consumer Services Div. of Consumer Services 2005 Apalachee Parkway Tallahassee, FL 32399-6500 (850) 922-2966</p>	<p><i>Hawaii</i> Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant St, Rm 203 Honolulu, HI 96813 (808) 586-2722</p>	<p><i>Illinois</i> Franchise Division Office of the Atty. Gen. 500 South Second St. Springfield, IL 62706 (217) 782-1090</p>
<p><i>Indiana</i> Secretary of State Indiana Securities Division Room E-111 302 W. Washington St. Indianapolis, IN 46204 (317) 232-6681</p>	<p><i>Iowa</i> Securities Bureau 340 Maple Street Des Moines, IA 50319 (515) 281-4444</p>	<p><i>Maryland</i> Office of Atty. Gen. Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360</p>
<p><i>Michigan</i> Dept. of Attorney General Franchise Section 525 West Ottawa PO Box 30212 Lansing, MI 48909 (517) 373-7117</p>	<p><i>Minnesota</i> Minn. Dept. of Commerce Franchise Division 85 7<sup>th</sup> Place East, Ste 500 St. Paul, MN 55101 (651) 539-1500</p>	<p><i>Nebraska</i> Dept. of Banking &amp; Finance 1526 “K” Street, Suite 300 P.O. Box 95006 Lincoln, NE 68509 (402) 471-2171</p>

<p><i>New York</i>  NYS Department of Law  Investor Protection Bureau  28 Liberty Street, 21st Floor  New York, NY 10005  (212) 416-8236</p>	<p><i>North Dakota</i>  Securities Department  600 East Boulevard Avenue  State Capitol - Fourteenth Floor -  Dept 414  (701) 328-4712</p>	<p><i>Oregon</i>  Corp. Securities Section  Dept. of Insurance &amp; Finance  350 Winter Street NE  PO Box 14480  Salem, OR 97309  (503) 378-4100</p>
<p><i>Rhode Island</i>  Securities Division  Department of Business  Regulation,  Bldg. 69, First Floor  John O. Pastore Center  1511 Pontiac Avenue,  Cranston, RI 02920  (401) 462-9582</p>	<p><i>South Dakota</i>  Division of Insurance  Securities Regulation  124 S. Euclid Suite 104  Pierre, South Dakota 57501  (605) 773-3563</p>	<p><i>Texas</i>  Statutory Document Section  Secretary of State  1019 Brazos  Austin, TX 78701  (512) 463-5705</p>
<p><i>Utah</i>  Department of Commerce  Division of Consumer Protection  160 East 300 South  SM Box 146704  Salt Lake City, UT 84114-6704  (801) 530-6601</p>	<p><i>Virginia</i>  State Corp. Comm.  Div. of Securities and  Retail Franchising  1300 E. Main St./9<sup>th</sup> Fl  Richmond, VA 23219  (804) 371-9051</p>	<p><i>Washington</i>  Dept. of Financial Inst.  Securities Division  P.O. Box 41200  Olympia, Washington  98504-1200  (360) 902-8760</p>
<p><i>Wisconsin</i>  Dept. of Financial Institutions  Wisconsin Securities  Commission  201 W. Washington Ave., 3<sup>rd</sup>  Floor  Madison, WI 53703  (608) 266-8557</p>		

## AGENTS FOR SERVICE OF PROCESS

In all 50 states, except Virginia, and in the District of Columbia, the name of our agent for service of process is CSC The United States Corporation Company. The address of CSC The United States Corporation Company in the different states, abbreviated below as “CSC The US Corp. Co.”, as well as our agents for service in Virginia, Guam, Puerto Rico, and The United States Virgin Islands, and additional agents in certain states are set out below.

<i>Alabama</i> CSC The US Corp. Co. 150 South Perry Street Montgomery, AL 36104	<i>Alaska</i> CSC The US Corp. Co. 801 West 10th Street Suite 300 Juneau, AK 99801	<i>Arizona</i> CSC The US Corp. Co. 2338 W. Royal Palm Road Phoenix, AZ 85021	<i>Arkansas</i> CSC The US Corp. Co. 101 S. Spring Street Suite 220 Little Rock, AR 72201
<i>California</i> CSC The US Corp. Co. 2730 Gateway Oaks Drive Suite 100 Sacramento, CA95833	<i>AND</i> Commissioner of the Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104	<i>Colorado</i> CSC The US Corp. Co. 1560 Broadway Denver, CO 80202	<i>Connecticut</i> CSC The US Corp. Co. 50 Weston Street Hartford, CT 06120-1537
<i>District of Columbia</i> CSC The US Corp. Co. 1090 Vermont Avenue, N.W Washington, D.C. 20005	<i>Delaware</i> CSC The US Corp. Co. 2711 Centerville Road Suite 400 Wilmington, DE 19808	<i>Florida</i> CSC The US Corp. Co. 1201 Hayes Street Tallahassee, FL 32301	<i>Hawaii</i> Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
<i>Georgia</i> CSC The US Corp. Co. 40 Technology Pkwy South, #300 Norcross, GA 30092	<i>Idaho</i> CSC The US Corp. Co. 1401 Shoreline Drive, Suite 2 Boise, ID 83702	<i>Illinois</i> CSC The US Corp. Co. 801 Adlai Stevenson Drive Springfield, IL 62703	Office of Attorney General <i>AND</i> 500 South Second Street Springfield, IL 62706
<i>Indiana</i> CSC The US Corp. Co. 251 East Ohio Street Suite 500 Indianapolis, IN 46204	<i>Iowa</i> CSC The US Corp. Co. 729 Insurance Exchange Bldg. Des Moines, IA 50309	<i>Kansas</i> CSC The US Corp. Co. 200 S.W. 30 <sup>th</sup> Street Topeka, KS 66611	<i>Kentucky</i> CSC The US Corp. Co. 421 West Main Street Frankfort, KY 40601
<i>Louisiana</i> CSC The US Corp. Co. 320 Somerulos Street Baton Rouge, LA 70802- 6129	<i>Maine</i> CSC The US Corp. Co. 45 Memorial Circle Augusta, ME 04330	<i>Maryland</i> CSC The US Corp. Co. 11 East Chase Street Baltimore, MD 21202	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
<i>Massachusetts</i> CSC The US Corp. Co. 84 State Street Boston, MA 02109	<i>Michigan</i> CSC The US Corp. Co. 601 Abbott Road East Lansing, MI 48823	<i>Minnesota</i> CSC The US Corp. Co. 380 Jackson Street Suite 418 St. Paul, MN 55101	Commissioner of Securities <i>AND</i> Department of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, MN 55101-2198
<i>Mississippi</i> CSC The US Corp. Co. 506 South President Street Jackson, MS 39201-5301	<i>Missouri</i> CSC The US Corp. Co. 221 Bolivar Street Jefferson City, MO 65101	<i>Montana</i> CSC The US Corp. Co. 26 West Sixth Avenue P.O. Box 1691 Helena, MT 59624-1691	<i>Nebraska</i> CSC The US Corp. Co. 1900 First Bank Building 233 South 13th Street Lincoln, NE 68508
<i>Nevada</i> CSC The US Corp. Co. 502 East John Street Carson City, NV 89706	<i>New Hampshire</i> CSC The US Corp. Co. 14 Centre Street Concord, NH 03301	<i>New Jersey</i> CSC The US Corp. Co. 830 Bear Tavern Road West Trenton, NJ 08628	<i>New Mexico</i> CSC The US Corp. Co. 125 Lincoln Avenue Suite 223 Santa Fe, NM 87501

<p><i>New York</i> CSC The US Corp. Co.      New York Secretary of State 80 State Street      <b>AND</b>      New York Department of State Albany, NY 12207-2543      One Commerce Plaza 99 Washington Avenue, 6<sup>th</sup> Floor Albany, NY 12231-0001</p>		<p><i>North Dakota</i> CSC The US Corp. Co.      North Dakota 316 North Fifth Street      <b>AND</b>      Securities Commissioner P.O. Box 1695      600 East Blvd Ave. Bismark, ND 58502      State Capitol 14th Floor – Dept 414 Bismark, ND 58505-0510</p>	
<p><i>North Carolina</i> CSC The US Corp. Co. 327 Hillsborough Street Raleigh, NC 27603</p>	<p><i>Ohio</i> CSC The US Corp. Co. 50 West Broad Street Suite 1800 Columbus, OH 43215</p>	<p><i>Oklahoma</i> CSC The US Corp. Co. 115 S.W. 89th Street Oklahoma City, OK 73139- 8511</p>	<p><i>Oregon</i> CSC The US Corp. Co. 285 Liberty Street, NE Salem, OR 97301</p>
<p><i>Pennsylvania</i> CSC The US Corp. Co. 2704 Commerce Drive Harrisburg, PA 17110</p>	<p><i>Puerto Rico</i> <b>Rodriguez &amp; Casellas</b> 268 Munoz Rivera Ave. Suite 805 P.O. Box 195435 San Juan, PR 00918</p>	<p><i>Rhode Island</i> CSC The US Corp. Co. 222 Jefferson Boulevard Suite 200 Warwick, RI 02888</p>	<p><i>South Carolina</i> CSC The US Corp. Co. 5000 Thurmond Mall Blvd. Columbia, SC 29201</p>
<p><i>South Dakota</i> CSC The US Corp. Co.      <b>AND</b> 503 South Pierre Street Pierre, SD 57501</p>	<p>Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, SD 57501</p>	<p><i>Tennessee</i> CSC The US Corp. Co. 2908 Poston Avenue Nashville, TN 37203</p>	<p><i>Texas</i> CSC The US Corp. Co. 701 Brazos Street Suite 1050 Austin, TX 78701</p>
<p><i>US Virgin Islands</i> Trident Trust Company Ltd. Citibank Bldg., Veteran’s Dr. Suite 208 P.O. Box 305304, St. Thomas, UV 00803</p>	<p><i>Utah</i> CSC The US Corp. Co. Gateway Tower East Suite 900 10 East South Temple Salt Lake City, UT 84133</p>	<p><i>Vermont</i> CSC The US Corp. Co. 159 State Street Montpelier, VT 05602</p>	<p><i>Wisconsin</i> CSC The US Corp. Co. 25 West Main Street Madison, WI 53703</p>
<p><i>Virginia</i> CSC The US Corp. Co.      Clerk of State Corp. Comm. 11 South 12th Street      <b>AND</b>      1300 E. Main Street P.O. Box 1463      First Floor Richmond, VA 23218      Richmond, VA 23219</p>	<p><i>Washington</i>      Dept. of Financial Institutions CSC The US Corp. Co.      <b>AND</b>      Securities Division 6500 Harbour Heights Pkwy      150 Israel Rd. SW Mukilteo, WA 98275      Tumwater, WA <del>98501</del><a href="tel:98501-6456">98501-6456</a></p>		
<p><i>West Virginia</i> CSC The US Corp. Co. 209 West Washington Street Charleston, WV 25302</p>	<p><i>Wyoming</i> CSC The US Corp. Co. 1821 Logan Avenue Cheyenne, WY 82001</p>		

**EXHIBIT F**  
**FORM OF GENERAL RELEASE**

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

**FORM OF GENERAL RELEASE**

**MOOYAH FRANCHISING LLC** (“we,” “us,” or “our”) and the undersigned franchisee, \_\_\_\_\_

\_\_\_\_\_ (“you” or “your”), currently are parties to a certain Franchise Agreement (as amended, modified, restated or supplemented from time to time, the “Franchise Agreement”) dated \_\_\_\_\_, 20\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal situation]\_\_\_\_\_

We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your current and former parents, affiliates, and subsidiaries, and each such foregoing person’s or entity’s respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (collectively, the "Releasing Parties"), hereby fully and forever unconditionally release and discharge us and our current and former parents, subsidiaries, and affiliates, and our and each such foregoing entity’s respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (collectively, the "MOOYAH Parties") of and from any and all claims, damages, demands, causes of action, suits, duties, liabilities, and agreements of every kind and nature whatsoever (collectively, “Claims”), whether at law or in equity, and known or unknown, which any of the Releasing Parties had, has, or may have had, in any way arising out of or relating to any relationship or transaction with any of the MOOYAH Parties, however characterized or described, from the beginning of time to the date of your signature below, including, without limitation, any and all Claims in any way arising out of or relating to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of any and all of the Restaurant. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the MOOYAH Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

IF THE RESTAURANT YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE

THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE MOOYAH PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE MOOYAH PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any general release provided for hereunder shall not apply to any liability under the Minnesota Franchise Act.

Any general release provided for hereunder shall not apply to any liability under the Washington Franchise Investment Protection Act.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this release on the date stated on the first page hereof.

**MOOYAH FRANCHISING, LLC**

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

**FRANCHISEE**

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

**FRANCHISEE OWNER**

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

**EXHIBIT G**

**FORM OF GROWTH INCENTIVE PROGRAM AMENDMENTS**  
**TO THE MULTI-UNIT OPERATOR AGREEMENT**  
**AND FRANCHISE AGREEMENT**

## EXHIBIT G TO THE DISCLOSURE DOCUMENT

### FORM OF GROWTH INCENTIVE PROGRAM AMENDMENT TO MULTI-UNIT OPERATOR AGREEMENT

This AMENDMENT TO MULTI-UNIT OPERATOR AGREEMENT (the “Amendment”) is made as of the Effective Date, by and between MOOYAH FRANCHISING LLC (“we” or “us”) and [ ] (“you”). The Effective Date is the date on which we sign this Amendment as shown beneath our signature on the signature page of this Amendment. Capitalized terms that are used but not defined in this Amendment have the meanings given them in the Multi-Unit Operator Agreement (defined below).

#### RECITALS

A. We and you are parties to that certain Multi-Unit Operator Agreement, dated \_\_\_\_\_, 2025 (the “Multi-Unit Operator Agreement”), pursuant to which you were granted the right, and you undertook the obligation, to develop [ ] MOOYAH Restaurants in the designated Protected Area and pursuant to the designated Minimum Performance Schedule.

B. We and you desire to enter into this Amendment to revise certain provisions of the Multi-Unit Operator Agreement as described herein.

#### AGREEMENT

IN CONSIDERATION of the foregoing Recitals, the covenants set forth herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. **Development Fee.** Section 2 (“Development Fee”) of the Multi-Unit Operator Agreement is deleted in its entirety and replaced with the following:

In consideration of the grant of Development Rights herein, you shall pay to us on your execution of this Agreement a lump sum Development Fee in the amount designated below. The Development Fee is fully earned by us upon execution of this Agreement and is not refundable under any circumstances.

- The Development Fee is \$50,000 (you have committed to acquiring three franchises).
- The Development Fee is \$70,000 (you have committed to acquiring four franchises).
- The Development Fee is \$90,000 (you have committed to acquiring five franchises).
- The Development Fee is \$110,000 (you have committed to acquiring six franchises).
- The Development Fee is \$130,000 (you have committed to acquiring seven franchises).
- The Development Fee is \$150,000 (you have committed to acquiring eight franchises).
- The Development Fee is \$170,000 (you have committed to acquiring nine franchises).
- The Development Fee is \$190,000 (you have committed to acquiring ten franchises).

2. **Miscellaneous.** All provisions of the Multi-Unit Operator Agreement not expressly revised herein shall continue in full force and effect as set forth therein. The terms of this Amendment shall govern, control, and supersede any inconsistent or conflicting terms of the Multi-Unit Operator Agreement. This Amendment may be signed in counterparts which, taken together, shall constitute one and the same instrument. Scanned or electronic signatures shall have the same effect and validity and may be relied upon in the same manner as original signatures.



**FORM OF GROWTH INCENTIVE PROGRAM AMENDMENT  
TO FRANCHISE AGREEMENT**

This **AMENDMENT TO FRANCHISE AGREEMENT** (the “**Amendment**”) is made as of the Effective Date, by and between **MOOYAH FRANCHISING LLC** (“**we**” or “**us**”) and [\_\_\_\_\_] (“**you**”). The Effective Date is the date on which we sign this Amendment as shown beneath our signature on the signature page of this Amendment. Capitalized terms that are used but not defined in this Amendment have the meanings given them in the Franchise Agreement (defined below).

**RECITALS**

A. We and you (or your affiliate) are parties to that certain Multi-Unit Operator Agreement, dated \_\_\_\_\_, 2025 (the “**Multi-Unit Operator Agreement**”), pursuant to which you (or your affiliate) were granted the right, and you (or your affiliate) undertook the obligation, to develop [\_\_\_\_\_] MOOYAH Restaurants in the designated Protected Area and pursuant to the designated Minimum Performance Schedule (as each are defined in the Multi-Unit Operator Agreement).

AB. Pursuant to the Multi-Unit Operator Agreement, we and you are parties to that certain Franchise Agreement, dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”), pursuant to which you were granted the right, and you undertook the obligation, to develop and operate a MOOYAH Restaurant to be located at [\_\_\_\_\_] (the “**Restaurant**”).

BC. We and you desire to enter into this Amendment to revise certain provisions of the Franchise Agreement as described herein.

**AGREEMENT**

**IN CONSIDERATION** of the foregoing Recitals, the covenants set forth herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

~~1. **Conditions to Participation.** The following conditions must be met in order for you to qualify for the Royalty Incentive (as defined below): (i) the Lease must be approved by us and fully executed within six (6) months of signing the Franchise Agreement; and (ii) you (and your affiliates, owners, and guarantors) remain in full compliance with the Franchise Agreement and all other agreements with us (including, any applicable Multi-Unit Operator Agreement) (collectively, the “**Growth Incentive Conditions**”). If you meet the foregoing conditions, Sections 2 and 3 of this Amendment shall apply.~~

1. **Reduced Initial Franchise Fee.** You agree to pay to us a reduced Initial Franchise Fee in the amount designated below:

The Initial Franchise Fee is \$35,000 (you are signing this Agreement in connection with the second Restaurant you have acquired).

The Initial Franchise Fee is \$15,000 (you are signing this Agreement in connection with the third or subsequent Restaurant you have acquired).

2. **Royalty Growth Incentive Reduced Royalty Fee.** Section 4.2 (“Royalty Fees”) of the Franchise Agreement is deleted in its entirety and replaced with the following:

Provided you and your affiliates remain in compliance with your and their obligations under ~~the Franchise~~this Agreement and all other agreements with us, then: (a) ~~you shall not be~~

~~required to pay the Royalty Fee through December 31, 2024, and (b) if the Restaurant opens in 2025, the Royalty Fee will be calculated thereafter as follows: (i) three percent (3%) of the Restaurant's Gross Sales for the period beginning on January 1, 2025 and ending on through December 31, 2025; (ii) four percent (4%) of the Restaurant's Gross Sales for the period beginning on January 1, 2026 and ending on December 31, 2026; (iii) five percent (5%) of the Restaurant's Gross Sales for the period beginning on January 1, 2027 and ending on December 31, 2027; and (iv) six percent (6%) of the Restaurant's Gross Sales for the period beginning on January 1, 2028 and ending upon the expiration of the Term~~ (collectively, the "Royalty Incentive"). As of January 1, 2028, each Restaurant that qualified for the Royalty Incentive will resume paying a Royalty Fee equal to 6% of the Restaurant's Gross Sales.

Notwithstanding the foregoing, if we issue a notice of default of your or your affiliate's obligations under ~~the Franchise~~this Agreement or any other agreement with us (including the Multi-Unit Operator Agreement), the Royalty Incentive shall no longer apply without any further action by us, and the Royalty Fee shall immediately resume to be six percent (6%) of the Restaurant's Gross Sales thereafter.

3. **Miscellaneous.** All provisions of the Franchise Agreement not expressly revised herein shall continue in full force and effect as set forth therein. The terms of this Amendment shall govern, control, and supersede any inconsistent or conflicting terms of the Franchise Agreement. This Amendment may be signed in counterparts which, taken together, shall constitute one and the same instrument. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment effective as of the Effective Date.

MOOYAH FRANCHISING LLC

[\_\_\_\_\_]

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

(\*This is the Effective Date)

**EXHIBIT H**  
**STATE SPECIFIC ADDENDA**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
MOOYAH FRANCHISING LLC**

The following are additional disclosures for the Franchise Disclosure Document of MOOYAH Franchising LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**FOR THE FOLLOWING STATES: CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

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.

**CALIFORNIA**

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

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR MULTI-UNIT OPERATOR AGREEMENT OR FRANCHISE AGREEMENT.

3. OUR WEBSITE, [www.MOOYAH.com](http://www.MOOYAH.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

4. The following Risk Factor is added to the Special Risk Factors Page:

Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

5. The following is added at the end of Item ~~3~~1:

[Franchisees located in California are required to comply with all applicable California labor laws, including labor laws that may apply to certain fast food restaurant industry employees. Specifically, California franchisees operating certain fast food restaurants must comply with Part 4.5.5 \(commencing with Section 1474\) of Division 2 of the California Labor Code \(codifying Assembly Bill No. 1228\) which established the California Fast Food Council \(“CFFC”\) which has the authority to increase the hourly minimum wage subject to certain limitations, and to set](#)

[forth requirements, limitations, and procedures for adopting and reviewing fast food restaurant health, safety, and employment standards in California.](#)

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

Neither we, our parent, predecessor or affiliates nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

7.     ~~6-~~The following is added at the end of Items 5 and 7:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed an impound of initial fees under California Corporations Code section 31113 and 10 C.C.R. sections 310.113 through 310.113.4. All of your initial fees will be placed in an escrow account at the Commercial Bank of California and released to us only after we have completed our pre-opening obligations to you and you are open for business. A copy of the escrow agreement is on file with the Department.

8.     ~~7-~~The following paragraphs are added at the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee and multi-unit developers concerning termination, transfer or nonrenewal of a franchise. If the Multi-Unit Operator Agreement or Franchise Agreement contains a provision that is inconsistent with the law, and the law applies, the law will control.

The Multi-Unit Operator Agreement and Franchise Agreement contain a covenant not to compete that extends beyond termination of the franchise. These provisions might not be enforceable under California law.

The Multi-Unit Operator Agreement and Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Multi-Unit Operator Agreement and Franchise Agreement require binding arbitration. The arbitration will be conducted at a suitable location chosen by the arbitrator which is in or within a 50 mile radius of our, or, as applicable, our successor's or assign's then-current principal place of business (currently, Plano, Texas). The arbitrator shall award to the prevailing party its attorneys' fees and costs. 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 restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices we set for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the California’s Cartwright Act (Cal. Bus. and Prof. Code §§ 16700 to 16770).

Section 31512.1 of the California Corporations Code requires that any provision of the Franchise Agreement, Disclosure Document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

9. ~~8.~~ The following paragraph is added to the end of Item 19:

The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your MOOYAH restaurant. Franchisees or former franchisees listed in the Franchise Disclosure Document may be one source of this information.

## ILLINOIS

~~1. The following paragraph is added to the end of Item 5 and 7:~~

1. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

~~Payment of Initial Franchise/Development Fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.~~

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. ~~2.~~The following paragraphs are added to the end of Item 17:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

## **MARYLAND**

1. The following paragraph is added to the end of Item 5 and 7:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we have completed our pre-opening obligations under the Franchise Agreement. In addition, under the Multi-Unit Operator Agreement, all development fees and initial payments shall be deferred until the first franchise under the Multi-Unit Operator Agreement opens.

2. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. The following is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

The Multi-Unit Operator Agreement and Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. The following sentence is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of Law**:

You may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

## MINNESOTA

1. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Multi-Unit Operator Agreement and Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Multi-Unit Operator Agreement or Franchise Agreement can abrogate or reduce any of Multi-Unit Operator's or Franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Multi-Unit Operator Agreement or Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

## NEW YORK

1. 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.

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND**

SECURITIES, 28 LIBERTY STREET, 21<sup>ST</sup> FLOOR, NEW YORK, NEW YORK 10005.

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 MULTI-UNIT OPERATOR OR FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

~~2. The following Risk Factor is added to the Special Risk Factors Page: Inventory/Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.~~

3. 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 are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- 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 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.

4. The following is added to the end of Item 4:

None of the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

5. The following is added to the end of Item 5:

The initial franchise fee and development fee constitute part of our general operating funds and will be used as such in our discretion.

6. The following is added to the end of the “Summary” sections of Item 17(c), entitled **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.

7. The following language replaces the “Summary” section of Item 17(d), entitled **Termination by franchisee**:

You may terminate the agreement on any grounds available by law.

8. The following is added to the end of the “Summary” section of Item 17(j), entitled **Assignment of contract by franchisor**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Multi-Unit Operator Agreement or Franchise Agreement.

9. The following is added to the end of the “Summary” sections of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **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.

10. Franchise Questionnaires and Acknowledgements--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.

11. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## **NORTH DAKOTA**

1. **Liquidated Damages.** The Item 6 line item entitled **Liquidated Damages** will not be enforced to the extent prohibited by applicable law.

2. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer:**

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following is added to the end of the “Summary” section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires:**

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

4. The “Summary” section of Item 17(u), entitled **Dispute resolution by arbitration or mediation** is deleted and replaced with the following:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

5. The “Summary” section of Item 17(v), entitled **Choice of forum**, is deleted and replaced with the following:

You must sue us in a Court within 50 miles of our or, as applicable, our successor’s or assign’s then current place of business (currently, Plano, Texas) except that, subject to your arbitration obligation, and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

6. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business (currently, Plano, Texas) will apply.

### **RHODE ISLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a multi-unit operator agreement or 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.”

### **SOUTH DAKOTA**

1. The following paragraph is added to the end of Item 5 and 7:

Pursuant to an order of the Securities Regulation Office of the South Dakota Department of Labor & Regulation, we will defer collection of the Initial Franchise Fee you owe us under the Franchise Agreement until we have completed all of our pre-opening obligations to you under the Franchise Agreement, and the Restaurant has opened for business. For the same reasons, we will not collect a Development Fee; rather, we will collect the full Initial Franchise Fee (without credit for a Development Fee) as described above.

### **VIRGINIA**

1. The following language is added to the end of the “Summary” section of Item 17(e), entitled **Termination by franchisor without cause**:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Multi-Unit Operator Agreement or Franchise Agreement does 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**

~~1. The following paragraph is added to the end of Item 5:~~

~~The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Operator Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.~~

~~2. The following paragraphs are added to the end of Item 17:~~

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~C~~hapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede ~~the Franchise Agreement and/or Multi Unit Operator Agreement in~~ provisions in the franchise agreement, multi-unit operator agreement, or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the ~~F~~franchise Agreement ~~and/or M~~multi-Uoperator ~~Agreement, or related ~~A~~agreements ~~in~~concerning your relationship with the franchisor. Franchise agreement provisions and multi-unit operator agreement provisions, including ~~the areas of termination and renewal of your~~those summarized in Item 17 of the fFranchise Disclosure Document, are subject to state law.~~

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the ~~S~~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 ~~F~~franchise Agreement ~~and/or M~~multi-Uoperator ~~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.~~

4. **General Release.** A release or waiver of rights ~~executed by a franchisee may not include rights~~in the franchise agreement, multi-unit operator agreement, or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. ~~—,~~ in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~contained in the franchise agreement, multi-unit operator agreement, or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the ~~Washington Franchise Investment Protection Act~~ such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement or multi-unit operator agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements, multi-unit operator agreements, or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement or multi-unit operator agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement, multi-unit operator agreement, or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement, multi-unit operator agreement, or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages may be void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement, multi-unit operator agreement, or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement, multi-unit operator agreement, or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement, multi-unit operator agreement, or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition 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 noncompetition 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/or Multi-Unit Operator Agreement, or elsewhere that conflicts with these limitations are void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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, Multi-Unit Operator Agreement, or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement, multi-unit operator agreement, or related agreements that prohibits the franchisee from

communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **The following paragraph is added to the end of Item 5:**

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Operator Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN CALIFORNIA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in California and the MOOYAH Restaurant that you will operate under the Franchise Agreement will be located in California; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in California.

2. **INITIAL FRANCHISE FEE.** The following language is added to the end of Section 4.1 of the Franchise Agreement:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed an impound of initial fees under California Corporations Code section 31113 and 10 C.C.R. sections 310.113 through 310.113.4. All of your initial fees will be placed in an escrow account at Commercial Bank of California and released to us only after we have completed our pre-opening obligations to you and you are open for business. A copy of the escrow agreement is on file with the Department.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“you”).

1. ~~3.~~ **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the MOOYAH restaurant that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

~~4. **INITIAL FRANCHISE FEE.** The following language is added to the end of Section 4.1 of the Franchise Agreement:~~

2. **NO WAIVER.** 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.

~~Payment of Initial Franchise/Development Fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.~~

3. ~~5.~~ **LIMITATIONS ON DAMAGES; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION.** The following language is added to the end of Section 18.9 of the Franchise Agreement:

However, this Section shall not act as a condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/41 or Illinois regulations at Section 200.609.

4. ~~6.~~ **LIMITATIONS OF CLAIMS.** Section 18.9 of the Franchise Agreement is amended by adding the following:

However, nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/27 or any other law of the State of Illinois, to the extent applicable.

5. ~~7.~~ **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Article 20 of the Franchise Agreement:

20. **ILLINOIS FRANCHISE DISCLOSURE ACT.**

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the MOOYAH restaurant that you will operate under the Franchise Agreement will be located in Maryland.

2. **INITIAL FRANCHISE FEE.** The following paragraph is added to the end of Section 4.1 of the Franchise Agreement:

We will defer collection of the Initial Franchise Fee and other payments you owe us under this Agreement until we have completed our pre-opening obligations to you under this Agreement.

3. **RELEASES.** The following is added to the end of Sections 13.2.2 (“Transfer by you”) 3.2 (“Renewal”), and 13.4 (“Our Right to Purchase Business”) of the Franchise Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

4. **INSOLVENCY.** The following sentence is added to the end of Section 16.1 (“Termination Without Opportunity to Cure”) of the Franchise Agreement:

This Sections 16.1 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. **DISPUTE RESOLUTION; ARBITRATION.** The following paragraph is added at the end of Section 18.6 (“Dispute Resolution; Arbitration”) of the Franchise Agreement:

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 Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. **GOVERNING LAW.** Section 18.7 (“Venue; Governing Law”) of the Franchise Agreement is deleted and replaced with the following:

All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise,

and all claims arising from the relationship between us and you will be governed by the laws of the state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business (currently, Plano, Texas) without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 18.8 (“Agreement Regarding Governing Law and Choice of Forum”) of the Franchise Agreement:

You must bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. **LIMITATIONS OF CLAIMS.** The following sentence is added to the end of Section 18.9 (“Limitations on Damages; Waiver of Jury Trial; Waiver of Class Action”) of the Franchise Agreement:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after we grant you the franchise.

9. **ACKNOWLEDGMENTS.** The following is added as a new Section 18.24 to the end of the Franchise Agreement:

**ACKNOWLEDGEMENTS.**

All representations requiring you 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.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the MOOYAH restaurant that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota

2. **NON-DISPARAGEMENT.** The following sentence is added to the end of Section 8.4 of the Franchise Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Marks, we will protect your right to use the Marks and will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

3. **NON-COMPETITION.** Sections 9.3 and 9.4 of the Franchise Agreement will not be enforced to the extent prohibited by applicable law.

4. **RELEASES.** The following is added to the end of Sections 13.2.2 (“Transfer by you”) 3.2 (“Renewal”), and 13.4 (“Our Right to Purchase Business”) of the Franchise Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE AND TERMINATION OF AGREEMENT.** The following is added to the end of Sections 3 and 16.1 of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

6. **LOST REVENUE DAMAGES.** The following language is added to the end of Section 17.16 of the Franchise Agreement

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

7. **GOVERNING LAW.** The following statement is added at the end of Section 18.7 of the Franchise Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

8. **VENUE.** The following language is added to the end of Section 18.7 of the Franchise Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400j prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota statutes Chapter 80C or your rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

9. **LIMITATIONS ON DAMAGES; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION.** If and then only to the extent required by the Minnesota Franchises Law, Section 18.9 of the Franchise Agreement is deleted.

10. **DISPUTE RESOLUTION; ARBITRATION.** The following is added to Section 18.6 of the Franchise Agreement:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm us, the Marks or the System, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may seek such injunctive relief. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing, and you hereby expressly waive any claim for damages caused by such injunction. A court will determine if a bond is required.

11. **LIMITATIONS ON DAMAGES; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION.** The following is added to the end of Section 18.9 of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT FOR USE IN THE  
STATE OF NEW YORK**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, (the “Franchise Agreement”). This Rider is being signed because (a) you are domiciled in the State of New York and the MOOYAH restaurant that you will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

2. **TRANSFER BY US.** The following language is added to the end of Section 13.1 of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **RELEASES.** The following is added to the end of Sections 13.2.2 (“Transfer by you”) 3.2 (“Renewal”), and 13.4 (“Our Right to Purchase Business”) of the Franchise Agreement:

Notwithstanding the foregoing all rights enjoyed by you 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 to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

4. **VENUE; GOVERNING LAW.** The following statement is added at the end of Sections 18.7 of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the MOOYAH restaurant that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **NON-COMPETITION.** The following is added to the end of Sections 9.3 and 9.4 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

3. **RELEASES.** The following is added to the end of Sections 13.2.2 (“Transfer by you”) 3.2 (“Renewal”), and 13.4 (“Our Right to Purchase Business”) of the Franchise Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. **LOST REVENUE DAMAGES.** The following language is added to the end of Section 17.16 of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

5. **DISPUTE RESOLUTION; ARBITRATION.** The first paragraph of Section 18.6 of the Franchise Agreement is amended to read as follows:

We and you agree that all controversies, disputes, or claims between us or any of our affiliates, and our and their respective owners, officers, directors, agents, and employees, on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to:

(1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates);

(2) our relationship with you;

(3) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this

Section 18.F, which we and you acknowledge is to be determined by an arbitrator, not a court); or

- (4) any System Standard

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (“AAA”). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA’s then-current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor’s or assign’s then-current principal place of business (currently, Plano, Texas); provided, however, that to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator’s award may be entered in any court of competent jurisdiction.

6. **GOVERNING LAW.** Section 18.7 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state wherein we maintain our or, as applicable, our successor or assign maintains its, without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

7. **VENUE.** The following is added to the end of Section 18.7 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

8. **LIMITATIONS ON DAMAGES; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION.** To the extent required by the North Dakota Franchise Investment Law, Section 18.9 of the Franchise Agreement is deleted.

9. **LIMITATIONS OF CLAIMS.** The following is added to the end of Section 18.9 of the Franchise Agreement:

The statutes of limitations under North Dakota Law applies with respect to claims arising under the North Dakota Franchise Investment Law.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN RHODE ISLAND**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the MOOYAH restaurant that you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **VENUE; GOVERNING LAW.** The following language is added to the end of Section 18.7 of the Franchise Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in 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.” To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN SOUTH DAKOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of South Dakota and the MOOYAH Restaurant that you will operate under the Franchise Agreement will be located or operated in South Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in South Dakota.

2. **INITIAL FRANCHISE FEE.** The following language is added to the end of Section 4.1 of the Franchise Agreement:

Pursuant to an order of the Securities Regulation Office of the South Dakota Department of Labor & Regulation, we will defer collection of the Initial Franchise Fee and any other initial payments you owe us under the Franchise Agreement until we have completed all of our pre-opening obligations to you under the Franchise Agreement, and the Restaurant has opened for business.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT AND RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the MOOYAH restaurant that you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

~~2. **INITIAL FRANCHISE FEE.** The following paragraph is added to the end of the Section 4.1 of the Franchise Agreement:~~

~~Pursuant to an order of the Director of the Department of Financial Institutions, we will defer collection of the Initial Franchise Fee and any other initial payments you owe us under the Franchise Agreement until we have completed all of our pre-opening obligations to you under the Franchise Agreement and you have begun operating your MOOYAH Restaurant.~~

~~3. **NO WARRANTY OR GUARANTY.** Section 18.5 of the Franchise Agreement is deleted and replaced with the following:~~

~~We make no warranties or guarantees and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.~~

~~4. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:~~

2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~C~~chapter 19.100 RCW will prevail.

3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement ~~in or related agreements concerning~~ your relationship with ~~the franchisor~~, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the Franchise Agreement ~~in or related agreements concerning~~ your relationship with ~~the us~~. ~~f~~Franchisor Agreement provisions, including the areas of termination and renewal of your those summarized in Item 17 of the fFranchise Disclosure Document, are subject to state law.

4. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the ~~S~~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~~you 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.

5. **General Release.** A release or waiver of rights ~~executed by in the f~~Franchisee may not include rights Agreement or related agreements purporting to bind you to waive compliance with any

provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.—, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

6. Statute of Limitations and Waiver of Jury Trial. Provisions ~~such as those which~~ contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the ~~Washington Franchise Investment Protection~~ Act such as a right to a jury trial, may not be enforceable.

7. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Termination by Franchisee. You may terminate the Franchise Agreement under any grounds permitted under state law.

9. Certain Buy-Back Provisions. Provisions in Franchise Agreements or related agreements that permit us to repurchase your business for any reason during the term of the Franchise Agreement without your consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. Fair and Reasonable Pricing. Any provision in the Franchise Agreement or related agreements that requires you to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits you to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring you to waive exemplary, punitive, or similar damages may be void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. Franchisor's Business Judgement. Provisions in the Franchise Agreement or related agreements stating that we may exercise our discretion on the basis of our reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. Indemnification. Any provision in the Franchise Agreement or related agreements requiring you to indemnify, reimburse, defend, or hold harmless us or other parties is hereby modified such that you have no obligation to indemnify, reimburse, defend, or hold harmless us or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. Attorneys' Fees. If the Franchise Agreement or related agreements requires you to reimburse us for court costs or expenses, including attorneys' fees, such provision applies only if we are the prevailing party in any judicial or arbitration proceeding.

15. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of ~~a franchisee~~ours, 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 noncompetition 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 conflicts with these limitations ~~are~~ void and unenforceable in Washington.

16. **Nonsolicitation Agreements.** 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.

17. **Questionnaires and Acknowledgments.** 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.

18. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits you from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If you are working with a franchise broker, you are advised to carefully evaluate any information provided by the franchise broker about a franchise.

20. **Initial Franchise Fee.** The following paragraph is added to the end of the Section 4.1 of the Franchise Agreement:

Pursuant to an order of the Director of the Department of Financial Institutions, we will defer collection of the Initial Franchise Fee and any other initial payments you owe us under the Franchise Agreement until we have completed all of our pre-opening obligations to you under the Franchise Agreement and you have begun operating your MOOYAH Restaurant.

21. **No Warranty or Guaranty.** Section 18.5 of the Franchise Agreement is deleted and replaced with the following:

We make no warranties or guarantees and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
MULTI-UNIT OPERATOR AGREEMENT**

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN CALIFORNIA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“**we**”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“**you**”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because (a) you are domiciled in California and the MOOYAH Restaurants that you will develop under the Multi-Unit Agreement will be located in California; and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in California.

2. **DEVELOPMENT FEE.** The following language is added to the end of Section 2 of the Multi-Unit Agreement:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed an impound of initial fees under California Corporations Code section 31113 and 10 C.C.R. sections 310.113 through 310.113.4. All of your initial fees will be placed in an escrow account at Commercial Bank of California and released to us only after we have completed our pre-opening obligations to you and you are open for business. A copy of the escrow agreement is on file with the Department.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. ~~3.~~ **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in Illinois and the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

~~4. **DEVELOPMENT FEE.** Payment of Initial Franchise/Development Fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition. Therefore, the Development Fee required under Section 2 of the Multi-Unit Agreement and any references to the Development Fee therein are hereby deleted in their entirety.~~

2. **NO WAIVER.** 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. ~~5.~~ **LIMITATIONS OF CLAIMS.** Section 17.4 of the Multi-Unit Agreement is amended by adding the following:

However, nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/27 or any other law of the State of Illinois, to the extent applicable.

4. ~~6.~~ **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** The following language is added to the end of Section 17.5 of the Multi-Unit Agreement:

However, this Section shall not act as a condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act at Section 705/41 or Illinois Regulations at Section 200.609.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 19 of the Multi-Unit Agreement:

19. **ILLINOIS FRANCHISE DISCLOSURE ACT.**

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located in Maryland.

2. **DEVELOPMENT FEE.** The following paragraph is added to the end of Section 2 of the Multi-Unit Agreement:

The Development Fee and any other initial payments you owe us pursuant to this Agreement shall be deferred until the first franchise you are obligated to develop under this Agreement opens.

3. **INSOLVENCY.** The following sentence is added to the end of Section 7.1.6 (“Defaults and Terminations”) of the Multi-Unit Agreement:

This Section 7.1.6 may not be enforceable under federal bankruptcy law (11U.S.C. Sections 101 et seq.).

4. **RELEASES.** The following sentence is added to the end of Sections 9.7.6 (“Transfer of Interest”) of the Multi-Unit Operator Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

5. **ARBITRATION.** The following paragraph is added at the end of Section 17.1 of the Multi-Unit Operator Agreement:

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 Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

You must bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **APPLICABLE LAW.** The following is added to the end of Section 17.2 of the Multi-Unit Operator Agreement:

All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state where we maintain our or, as applicable, our successor or assign maintains its, principal place of business (currently, Plano, Texas) without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

You must bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 17.4 of the Multi-Unit Agreement:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after we grant you the franchise.

8. **ACKNOWLEDGMENTS.** The following is added as a new Section 18.5 to the Multi-Unit Operator Agreement:

18.5 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.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in Minnesota.

2. **EVENTS OF TERMINATION.** The following is added to the end of Section 4 of the Multi-Unit Agreement.

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure).

3. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 17 of the Multi-Unit Agreement.

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400j prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80.C or your rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

4. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the Minnesota franchises law, Section 17.5 of the Multi-Unit Agreement is deleted.

5. **LIMITATIONS OF CLAIMS.** The following is added to 17.4 of the Multi-Unit Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

6. **APPLICABLE LAW.** The following statement is added at the end of Section 17.2 of the Multi-Unit Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT FOR USE IN THE  
STATE OF NEW YORK**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, (the “Multi-Unit Agreement”) that has been signed concurrently with this Rider. This Rider is being signed because (a) you are domiciled in the State of New York and the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in New York.

2. **EVENTS OF TERMINATION.** The following language is added to the end of Section 7 of the Multi-Unit Agreement:

You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. **CONSENT TO JURISDICTION; APPLICABLE LAW.** The following is added to the end of Section 17.2 of the Multi-Unit Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in North Dakota.

2. **CONSENT TO JURISDICTION.** The following is added to the end of Section 17.2 of the Multi-Unit Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

3. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the North Dakota Franchise Investment Law, Section 17.5 of the Multi-Unit Agreement is deleted.

4. **LIMITATION OF CLAIMS.** The following is added 17.4 of the Multi-Unit Agreement:

The statutes of limitations under North Dakota law applies with respect to claims arising under the North Dakota Franchise Investment Law.

5. **APPLICABLE LAW.** The last sentence of Section 17.2 of the Multi-Unit Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state where we maintain or, as applicable, our successor or assign maintains its, principal place of business (currently, Plano, Texas) without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN RHODE ISLAND**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in Rhode Island.

2. **CONSENT TO JURISDICTION / APPLICABLE LAW.** The following is added at the end of Section 17.2 of the Multi-Unit Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in [a multi-unit operator 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.” To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT  
FOR USE IN SOUTH DAKOTA**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because: (a) you are a resident of South Dakota and the MOOYAH restaurants that you will develop under the Multi-Unit Development Agreement will be located or operated in South Dakota; and/or (b) any of the offering or sales activity relating to the Multi-Unit Development Agreement occurred in South Dakota.

2. **DEVELOPMENT FEE.** Pursuant to an order of the Securities Regulation Office of the South Dakota Department of Labor & Regulation, we have agreed to defer collection of fees until we have completed all of our pre-opening obligations to you under the Franchise Agreement, and the Restaurant has opened for business. Therefore, the Development Fee required under Section 2 of the Multi-Unit Agreement and any references to the Development Fee therein are hereby deleted in their entirety.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE MOOYAH FRANCHISING LLC  
MULTI-UNIT OPERATOR AGREEMENT AND RELATED AGREEMENTS  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **MOOYAH FRANCHISING LLC**, a Delaware limited liability company whose address is 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093 (“we”), and \_\_\_\_\_ a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Operator Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Multi-Unit Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the MOOYAH restaurants that you will develop under the Multi-Unit Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Multi-Unit Agreement occurred in Washington.

~~2. **DEVELOPMENT FEE.** The following paragraph is added to the end of Section 2 of the Multi-Unit Agreement:~~

~~The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Operator Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.~~

~~3. **APPROVALS.** Section 13 of the Multi-Unit Operator Agreement is deleted and replaced with the following:~~

~~Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing. We make no warranties or guarantees and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.~~

~~4. **WASHINGTON LAW.** The following paragraphs are added to the end of the Multi-Unit Agreement:~~

~~2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Multi-Unit ~~Operator~~ Agreement ~~in or related agreements concerning~~ your relationship with ~~the franchisor~~ us, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the Multi-Unit ~~Operator~~ Agreement ~~in or related agreements concerning~~ your relationship with ~~the franchisor~~ us. Multi-Unit Agreement provisions, including ~~the areas of termination and renewal of your~~ those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.~~

~~4. **Site of Arbitration, Mediation, and/or Litigation.** 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 Multi-Unit ~~Operator~~ Agreement, ~~a franchisee~~ you 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.

5. **General Release.** A release or waiver of rights ~~executed by a franchisee may not include rights in the Multi-Unit Agreement or related agreements purporting to bind you to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. ~~—, in accordance with RCW 19.100.220(2).~~ In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

6. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which contained in the Multi-Unit Agreement or related agreements that~~ unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the ~~Washington Franchise Investment Protection~~ Act such as a right to a jury trial, may not be enforceable.

7. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. **Termination by Franchisee.** You may terminate the Multi-Unit Agreement under any grounds permitted under state law.

9. **Certain Buy-Back Provisions.** Provisions in Multi-Unit Agreements or related agreements that permit us to repurchase your business for any reason during the term of the Multi-Unit Agreement without your consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. **Fair and Reasonable Pricing.** Any provision in the Multi-Unit Agreement or related agreements that requires you to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits you to seek treble damages under certain circumstances. Accordingly, provisions contained in the Multi-Unit Agreement or elsewhere requiring you to waive exemplary, punitive, or similar damages may be void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. **Franchisor's Business Judgement.** Provisions in the Multi-Unit Agreement or related agreements stating that we may exercise our discretion on the basis of our reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. **Indemnification.** Any provision in the Multi-Unit Agreement or related agreements requiring you to indemnify, reimburse, defend, or hold harmless us or other parties is hereby modified such that you have no obligation to indemnify, reimburse, defend, or hold harmless us or any other

indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. **Attorneys' Fees.** If the Multi-Unit Agreement or related agreements requires you to reimburse us for court costs or expenses, including attorneys' fees, such provision applies only if we are the prevailing party in any judicial or arbitration proceeding.

15. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of ~~a franchisee~~ours, 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 noncompetition covenant is void and unenforceable against an independent contractor of ~~a franchisee~~yours 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 Multi-Unit ~~Operator~~ Agreement or elsewhere that conflicts with these limitations ~~are~~is void and unenforceable in Washington.

16. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits ~~a franchisor~~us from restricting, restraining, or prohibiting ~~a franchisee~~you from (i) soliciting or hiring any employee of a franchisee of ~~the same franchisor~~ours or (ii) soliciting or hiring any employee of ~~the franchisor~~ours. As a result, any such provisions contained in the Multi-Unit ~~Operator~~ Agreement or elsewhere are void and unenforceable in Washington.

17. **Questionnaires and Acknowledgments.** 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.

18. **Prohibitions on Communicating with Regulators.** Any provision in the Multi-Unit Agreement or related agreements that prohibits you from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If you are working with a franchise broker, you are advised to carefully evaluate any information provided by the franchise broker about a franchise.

20. **Development Fee.** The following paragraph is added to the end of Section 2 of the Multi-Unit Agreement:

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Operator Agreement,

the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

21. Approvals. Section 13 of the Multi-Unit Operator Agreement is deleted and replaced with the following:

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing. We make no warranties or guarantees and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Multi-Unit Agreement.

**MOOYAH FRANCHISING LLC**

**FRANCHISE OWNER:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**EXHIBIT I**

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**EXHIBIT J**  
**FORM OF LOCATION AMENDMENT**

**EXHIBIT I TO THE DISCLOSURE DOCUMENT**

**FORM OF LOCATION AMENDMENT**

**THIS AMENDMENT TO FRANCHISE AGREEMENT** (the “**Amendment**”) is made as of the Effective Date, by and between **MOOYAH FRANCHISING LLC** (“**we**” or “**us**”) and [\_\_\_\_\_] (“**you**”). The Effective Date is the date on which we sign this Amendment as shown beneath our signature on the signature page of this Amendment. Capitalized terms that are used but not defined in this Amendment have the meanings given them in the Franchise Agreement (defined below).

**RECITALS**

A. We and you or your affiliate are parties to a Franchise Agreement, dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”), pursuant to which you were granted the right, and you undertook the obligation, to develop and operate a MOOYAH Restaurant to be located at [\_\_\_\_\_] (the “**Restaurant**”).

B. You have submitted to us a fully-executed premises lease, of which we have previously approved, that secures your right to operate the Restaurant at [\_\_\_\_\_] (the “**Location**”).

B. You and we desire to enter into this Amendment to specify the Location with respect to the Franchise Agreement.

**AGREEMENT**

**IN CONSIDERATION** of the foregoing Recitals, the covenants set forth herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. **Location; Site Approval.** You and we acknowledge and agree that the Restaurant shall be located at the Location. You agree and acknowledge that we have fulfilled our obligations under Section 2.2 of the Franchise Agreement.

2. **Miscellaneous.** All provisions of the Franchise Agreement not expressly revised herein shall continue in full force and effect as set forth therein. The terms of this Amendment shall govern, control, and supersede any inconsistent or conflicting terms of the Franchise Agreement. This Amendment may be signed in counterparts which, taken together, shall constitute one and the same instrument. Scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Amendment effective as of the Effective Date.

**MOOYAH FRANCHISING LLC**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(\* This is the Effective Date)

**EXHIBIT K**  
**FORM OF FRANCHISOR LEASE RIDER**

## EXHIBIT I TO THE DISCLOSURE DOCUMENT

### FORM OF FRANCHISOR LEASE RIDER

**THIS FRANCHISOR LEASE RIDER** (this “Rider”) is effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), and is being signed simultaneously with the Lease (the “Lease”) dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the “Franchisee” or “Tenant”) and \_\_\_\_\_ (the “Landlord”) for the real property commonly known as \_\_\_\_\_ (the “Premises”).

1. **Incorporation and Precedence.** This Rider is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Rider have the meanings as defined in the Lease.

2. **Background.** The Tenant will operate a MOOYAH® Restaurant at the Premises under a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) with MOOYAH Franchising LLC (the “Franchisor”). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease and all of the furniture, fixtures, inventory and supplies located in the Premises as collateral for the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Franchisor under the Franchise Agreement. Under the Franchise Agreement, Tenant is required to secure Franchisor’s consent to the Lease prior to executing the Lease. As a condition to the grant of its consent, Franchisor requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. **Collateral Assignment.** Tenant hereby collaterally assigns the Lease to Franchisor, and Landlord consents to the collateral assignment of the Lease by Tenant to Franchisor, as security for Tenant’s obligations under the Franchise Agreement. Landlord agrees that, pursuant to the collateral assignment or as a result of Franchisor’s exercise of its rights and remedies under the Franchise Agreement, Franchisor or its affiliate may, upon a default by Tenant under the Lease or the Franchise Agreement and/or a termination of the Franchise Agreement, (a) succeed to Tenant’s interest in the Lease, or (b) assign its rights to succeed to its affiliate or another MOOYAH franchisee and have the affiliate or MOOYAH franchisee succeed to Tenant’s interest in the Lease. If Tenant’s interest in the Lease is assigned to Franchisor or Franchisor’s affiliate, Landlord’s consent to the assignment will not be required, but Franchisor will provide Landlord with prior written notice of the assignment and assumption. If, however, Tenant’s interest in the Lease is proposed to be assigned to another MOOYAH franchisee, Landlord’s prior written consent to the assignment will be required but will not be unreasonably withheld, conditioned or delayed, and Landlord agrees that it will not withhold its consent to the proposed assignment if all of the following criteria are met: (a) Franchisor has an established franchising program for MOOYAH restaurants; (b) the proposed franchisee has met all of Franchisor’s applicable program criteria and requirements and has executed Franchisor’s standard franchise agreement; (c) such assignee assumes all of the terms and conditions of the Lease; (d) such franchisee has submitted to Landlord its financial statements and has an equal or greater net worth than Tenant; and (e) franchisee has restaurant experience that is at least comparable to the experience of the Tenant at the time of the execution of the Lease. Unless otherwise agreed by Landlord, Tenant shall remain liable and shall not be afforded any release in the event the Lease is assigned to Franchisor, its affiliate or another MOOYAH franchisee pursuant to the collateral assignment.

4. **Signage.** Subject to applicable zoning laws, Landlord consents to Tenant’s installation and use of such trademarks, service marks, signs, decor items, color schemes and related components which from time to time comprise the MOOYAH franchise system. The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may

be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or to install, replace, or remove its signage or its panel on the pylon and/or monument sign for the property.

5. **Access to Premises.** During the term of the Lease, the Landlord and Tenant acknowledge and agree that the Franchisor will have unrestricted access to the Premises to inspect the Premises and Tenant's business operations in accordance with the Franchise Agreement.

6. **Copies of Reports.** The Landlord agrees to provide copies of all Tenant's revenue and other information and data in Landlord's possession, if any, related to the operation of the Tenant's MOOYAH's Restaurant on a timely basis as the Franchisor may reasonably request, during the term of the Lease.

7. **Notice of Default.** The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a "**Default**") by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

MOOYAH Franchising LLC  
5412 W. Plano Pkwy, Suite 100  
Plano, Texas 75093

Such notice will grant the Franchisor the right, but not the obligation, to cure any Default, if the Tenant fails to do so, within 15 days (or such longer period as may be reasonably required to cure such Default provided the Franchisor commences such cure within such fifteen (15) day period and diligently pursues such cure to completion) after the expiration of the period in which the Tenant may cure the Default under the Lease.

8. **Assignment and Assumption of Lease.** The Tenant shall have the right, at any time during the term of the Lease and any extensions or renewals thereof, to assign all of its right, title and interest in the Lease to the Franchisor, to an affiliate of Franchisor, or to another MOOYAH franchisee, subject to the terms and condition described in paragraph 3 above regarding Landlord's notice or consent. The assignment will be effective upon the assignee's providing Landlord written notice of its acceptance of the assignment (the "**Assignment Notice**"). The Landlord will recognize the assignee as the lessee of the Premises effective as of the date of the Assignment Notice. No assignment shall be, and nothing contained herein or in any other document shall make the Franchisor a party to the Lease, or a guarantor thereof, and shall not create any liability or obligation of the Franchisor unless and until the Lease is assigned to, and accepted in writing by, the Franchisor. Upon any assignment to Franchisor, the term "assignment" under the Lease shall specifically exclude any change of control, sale of substantially all assets or equity, or merger of the Franchisor.

9. **Amendment.** The Landlord and the Tenant will not cancel, terminate (including Tenant's voluntary surrender), modify or amend the Lease including, without limitation, the Franchisor's rights under this Rider, without the Franchisor's prior written consent, which will not be unreasonably withheld, conditioned, or delayed, and any such attempted cancellation, termination, modification, acceptance of surrender or amendment without the Franchisor's consent shall be null and void and have no effect as to the Franchisor's interest thereunder. The Franchisor will have fifteen (15) days from receipt to respond to such requests.

10. **Removal of Fixtures.** The Landlord agrees that, upon the earlier of the expiration or termination of the Franchise Agreement or the Lease or upon any Default under the Lease or any default under the Franchise Agreement, the Franchisor will have the right, but not the obligation, at the Franchisor's sole cost, to enter upon the Premises and to remove any or all furniture, fixtures, equipment and all trade names, trade dress and other trade indicia associated with the Franchisor, including, without limitation, Tenant's property, external and internal signage and all trade dress and architectural characteristics identifying the Premises as a MOOYAH franchise, provided that the Franchisor shall

promptly repair any damage to the Premises caused by such removal or modifications. The Franchisor will have fifteen (15) days from receipt of such notice of expiration or termination to remove such items.

11. **Relationship of Tenant and Franchisor.** The Landlord acknowledges that the Tenant is not an agent or employee of the Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind the Franchisor or any affiliate of the Franchisor, and that the Landlord has entered into this Rider with the full understanding that it creates no duties, obligations or liabilities of or against the Franchisor or any of its affiliates.

12. **Estoppel Certificate.** The Landlord shall from time to time, within twenty (20) days after written request by the Franchisor, execute, acknowledge and deliver to the Franchisor a written certification, in a form reasonably satisfactory to the Franchisor: (i) that the Lease is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification); (ii) as to the dates to which the rent and other charges arising under the Lease have been paid; (iii) as to the amount of any prepaid rent or any credit due to the Tenant under the Lease, (iv) the date on which the term of the Lease commenced; (v) as to whether, to the best of its knowledge, information and belief of the Landlord, the Landlord or the Tenant is then in default in performing any of its obligations under the Lease (and, if so, specifying the nature of each such default); and (vi) as to any other fact or condition reasonably requested by the Franchisor.

13. **Benefits and Successors.** The benefits of this Rider inure to the Franchisor and to its successor and assigns.

14. **Remaining Provisions Unaffected.** Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Rider effective on the Effective Date, regardless of the actual date of signature.

**The “Landlord”:**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**The “Tenant”:**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT L**  
**REPRESENTATIONS AND ACKNOWLEDGMENT**  
**STATEMENT**

**MOOYAH FRANCHISING, LLC**  
**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED IN, YOUR RESTAURANT WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to MOOYAH Franchising, LLC (“Franchisor”) that each person signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a MOOYAH® franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

**~~\*\* If the state franchise registration and disclosure laws of California, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin apply to you, then you are not required to complete this Representations and Acknowledgment Statement.\*\*~~**

In that regard, I represent to Franchisor and acknowledge that:

<p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables over which Franchisor has no control such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>	<p>INITIAL:</p>
<p>I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p>	<p>INITIAL:</p>
<p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>	<p>INITIAL:</p>

My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:
<p align="center"><b><u>SPECIAL REPRESENTATION REGARDING RECEIPT OF FINANCIAL INFORMATION</u></b></p> <p><b>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</b></p> <p>Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD?</p> <p align="center"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No                      (INITIAL HERE: _____) </p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p>	

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

If the MOOYAH Restaurant that you will operate is located in Maryland or if you are a resident of Maryland, the following shall apply:

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.

California franchisees are not required to complete this Representations and Acknowledgment Statement. If any California franchisee completes this Representations and Acknowledgment Statement, Franchisor will destroy, disregard, and will not rely on such Representations and Acknowledgment Statement

*[Signature Page Follows]*

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
**INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign here if you are taking the franchise as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK REPRESENTATIONS PAGE**

**FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.**

|

## 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	<del>July 1, 2024</del> <a href="#">Pending</a>
Hawaii	Not Registered
Illinois	April <del>19</del> <a href="#">18, 2024</a> <a href="#">2025</a>
Indiana	<del>April 19, 2024</del> <a href="#">Pending</a>
Maryland	<del>May 22, 2024</del> <a href="#">Pending</a>
Michigan	April <del>19</del> <a href="#">18, 2024</a> <a href="#">2025</a>
Minnesota	<del>May 17, 2024</del> <a href="#">Pending</a>
<a href="#">New York</a>	<a href="#">Pending</a>
North Dakota	<del>May 23, 2024</del> <a href="#">Pending</a>
Rhode Island	<del>May 1, 2024</del> <a href="#">Pending</a>
South Dakota	April <del>19</del> <a href="#">18, 2024</a> <a href="#">2025</a>
Virginia	<del>April 19, 2024</del> <a href="#">Pending</a>
Washington	<del>July 5, 2024</del> <a href="#">Pending</a>
Wisconsin	April <del>19</del> <a href="#">18, 2024</a> <a href="#">2025</a>

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 M**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

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 MOOYAH 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. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If MOOYAH 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit E.

The franchisor is MOOYAH Franchising, LLC, 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093, (214) 304-1658. The franchise seller for this offering is:

<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____
---	---	---

Issuance Date: April ~~19~~18, ~~2024~~2025

See Exhibit E for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated April ~~19~~18, ~~2024~~2025, that included the following Exhibits:

Exhibit A Franchise Agreement	Exhibit G Form of Growth Incentive Program Amendments <a href="#">to the Multi-Unit Operator Agreement and Franchise Agreement</a>
Exhibit B Multi-Unit Operator Agreement	Exhibit H State Specific Addenda
Exhibit C-1 Lists of Franchisees and Multi-Unit Operators	Exhibit I Table of Contents to the Operations Manual
Exhibit C-2 Lists of Franchisees, Multi-Unit Operators and Development Agents Who Ceased Operations	Exhibit J Form of Location Amendment
Exhibit D Financial Statements	Exhibit K Form of Franchisor Lease Rider
Exhibit E State Agencies / Agents for Service of Process	Exhibit L Representation and Acknowledgment Statement
Exhibit F Form of General Release	Exhibit M Receipts

**PROSPECTIVE FRANCHISEE:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to MOOYAH Franchising, LLC, 5412 W. Plano Pkwy., Suite 100, Plano, TX 75093.

**RECEIPT  
(YOUR COPY)**

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 MOOYAH 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. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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**PROSPECTIVE FRANCHISEE:**

If a business entity:

\_\_\_\_\_  
Name of Business Entity  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(Do not leave blank)

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.