

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
6. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouses marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State

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

ITEM 5.

Initial Franchise Fee.

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

Area Development Fee.

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

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

~~Other Initial Fees.~~

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

Veterans Discount

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

Employee Discount

on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

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

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

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications.

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

Current Specification.

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

Insurance.

You must provide us with evidence of insurance in at least the minimum amounts and coverage as follows: (a) General Liability in the amount of \$1,000,000; and (b) Premise Liability in the amount of \$1,000,000. The Franchisee shall maintain Workman's Compensation, Unemployment Compensation, disability insurance, social security, and other similar insurance coverage in such amounts as may now or hereafter be required by any applicable law.

Evidence of this insurance must be initially provided at least 10 days before you begin the operation of your Roni's Mac Bar Franchise Business. A renewal certificate must be provided no later than 10 days before the expiration date of each policy. Each required liability insurance policy must name us as an

document. There is no assurance that the actual number of openings, or the states in which we projected the openings, will be the same as our estimates.

A list of the names, addresses, and telephone numbers of all Roni's Mac Bar franchisees is attached to this disclosure document as G. A list of the names, last known home addresses, and telephone numbers of every Roni's Mac Bar franchise that has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as EXHIBIT H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Roni's Mac Bar franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

During the last three years, our franchisees have been required to signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Roni's Mac Bar. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

ITEM 21. FINANCIAL STATEMENTS

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

Our fiscal year ends on December 31.

ITEM 22. CONTRACTS

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

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES AND SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION REGARDING THE CONTENT OR FORM OF THESE FINANCIALS.

Roni's Mac Bar

Balance Sheet

As of October 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1003 Change Fund	210.00
1008 Roni's 2 Checking (3077) - 3	-5.00
1009 Roni's 2 Savings (1926) - 3	0.00
1010 Roni's Checking (3069) - 3	-312.30
1012 Roni's Savings (1918) - 3	666.09
1013 Seneco Checking (3044) - 3	52.09
1014 Seneco Savings (1934) - 3	-5.00
1015 Cash on Hand	4,974.36
1016 Roni's Franchise Checking (1741)	142.40
1017 Roni's Franchise Savings (9556)	-4.98
1018 Seneco Operations Checking (3665)	-5.00
1019 Seneco Operations Checking (3673)	0.00
1020 Seneco Operations Checking (7884)	180.20
1035 Mac Cares Trust Account	2,463.01
1036 QuickBooks Checking Account	27,347.29
Total Bank Accounts	\$35,703.16
Accounts Receivable	
1031 Receivables	161,102.24
Total Accounts Receivable	\$161,102.24
Other Current Assets	
1002 Inventory Asset	20,402.49
1021 Undeposited Funds	0.00
1032 Loan to Shareholder	21,606.00
Total Other Current Assets	\$42,008.49
Total Current Assets	\$238,813.89
Fixed Assets	
1024 Accumulated Depreciation	-10,500.00
1025 Asset Cost	5,250.00
1033 Leasehold Improvements	5,250.00
Total Fixed Assets	\$0.00
Other Assets	
1022 Goodwill	60,000.00
1023 Loan Fees	50,484.94
1027 Investment in CDB Holdings Inc.	160,999.90
1034 Accumulated Amortization	-2,875.00
Total Other Assets	\$268,609.84
TOTAL ASSETS	\$507,423.73

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2002 Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
2001 Texas State Comptroller Payable	0.00
2003 Sales Tax Payable	-347.68
2004 Payroll Tips	-677.87
2012 Payroll Clearing	-5,999.02
2014 Payroll Tax Payable	-2,533.09
2029 Apple Capital	0.00
2030 Toast Loan 1	0.00
2031 Toast Loan 2	0.00
2032 Rongey Loan	34,165.92
2033 Senese Loan	15,498.77
2035 Lendini Loan	0.00
2037 App Funding Beta Loan	0.00
2039 Gift Cards	77.69
2040 MAC Cares	2,473.01
Total Other Current Liabilities	\$42,657.73
Total Current Liabilities	\$42,657.73
Total Liabilities	\$42,657.73
Equity	
3000 Opening Balance Equity	-13,809.52
3001 Owner's Investment	99,646.10
3002 Owner's Pay & Personal Expenses	-416,167.99
3003 Retained Earnings	297,354.82
3004 Robinhood Investments	8,945.50
3006 Unrealized Gain/Loss on Stock Holdings	130,479.90
Net Income	358,317.19
Total Equity	\$464,766.00
TOTAL LIABILITIES AND EQUITY	\$507,423.73

Seneco

Profit and Loss

January - October, 2024

	RONI'S MAC BAR FRANCHISING		TOTAL	
	JAN - OCT, 2024	% OF INCOME	JAN - OCT, 2024	% OF INCOME
Income				
4001 Sales	1,573.34	0.38 %	\$1,573.34	0.38 %
4006 Revenue from Restaurants	5,850.00	1.41 %	\$5,850.00	1.41 %
4008 Franchise Fees Received	366,200.00	88.45 %	\$366,200.00	88.45 %
4014 Royalties	40,415.68	9.76 %	\$40,415.68	9.76 %
Total Income	\$414,039.02	100.00 %	\$414,039.02	100.00 %
Cost of Goods Sold				
5001 Food Cost	-1,146.16	-0.28 %	\$ -1,146.16	-0.28 %
5002 Paper/Supplies	89.63	0.02 %	\$89.63	0.02 %
5003 Shipping	540.33	0.13 %	\$540.33	0.13 %
Total Cost of Goods Sold	\$ -516.20	-0.12 %	\$ -516.20	-0.12 %
GROSS PROFIT	\$414,555.22	100.12 %	\$414,555.22	100.12 %
Expenses				
6000 Advertising & Marketing	1,058.23	0.26 %	\$1,058.23	0.26 %
6002 Bank Charges & Fees	466.00	0.11 %	\$466.00	0.11 %
6003 Car & Truck	459.76	0.11 %	\$459.76	0.11 %
6004 Contractors	500.00	0.12 %	\$500.00	0.12 %
6007 Job Supplies	819.92	0.20 %	\$819.92	0.20 %
6008 Legal & Professional Services	19,917.99	4.81 %	\$19,917.99	4.81 %
6009 Meals & Entertainment	2,929.75	0.71 %	\$2,929.75	0.71 %
6010 Office Supplies & Software	11,467.72	2.77 %	\$11,467.72	2.77 %
6011 Other Business Expenses	4,042.00	0.98 %	\$4,042.00	0.98 %
6013 Rent & Lease	5.50	0.00 %	\$5.50	0.00 %
6014 Repairs & Maintenance	404.34	0.10 %	\$404.34	0.10 %
6015 Taxes & Licenses	850.00	0.21 %	\$850.00	0.21 %
6016 Travel	12,587.90	3.04 %	\$12,587.90	3.04 %
6019 Dues and Subscriptions	15,944.34	3.85 %	\$15,944.34	3.85 %
6021 Credit Card Fees	479.31	0.12 %	\$479.31	0.12 %
6038 Service/Processing Fees	171.57	0.04 %	\$171.57	0.04 %
6039 Reimbursement Expenses	14,170.47	3.42 %	\$14,170.47	3.42 %
Total Expenses	\$86,274.80	20.84 %	\$86,274.80	20.84 %
NET OPERATING INCOME	\$328,280.42	79.29 %	\$328,280.42	79.29 %
Other Income				
7000 Interest Earned	0.03	0.00 %	\$0.03	0.00 %
Total Other Income	\$0.03	0.00 %	\$0.03	0.00 %
NET OTHER INCOME	\$0.03	0.00 %	\$0.03	0.00 %
NET INCOME	\$328,280.45	79.29 %	\$328,280.45	79.29 %

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Minnesota Franchise Law:

The Minnesota Department of Commerce requires that the franchisor indemnifies Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes the trademark rights of the third party. The franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's trademark except in accordance with the requirements of the franchise.

Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, Section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J states that it is unfair and inequitable for a franchisor to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties, or judgment notes. Any language found in the disclosure document or Franchise Agreement contrary to this rule is amended so that it does not apply to Minnesota franchisees.

THE STATE OF MINNESOTA HAS STATUTES, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF MINNESOTA ALSO HAS COURT DECISIONS, WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR MUST COMPLY WITH MINNESOTA STATUTE 80C.14, SUBDIVISIONS 3, 4, AND 5, WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIC CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT. A PROVISION IN THE FRANCHISE AGREEMENT, WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE, MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF MINNESOTA HAS COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED. LIQUIDATED DAMAGE PROVISIONS ARE VOID UNDER MINNESOTA LAW.

Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the requirement that all litigation must take place in California shall not in any way abrogate or reduce any rights of the franchise as provided for in Minnesota Statutes, Chapter 80C.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

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

Item 5 and Item 7, are amended to state the payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Minnesota Franchise Law:

1. Franchisor shall protect the right of Franchisee to use the Marks in accordance with the requirements of the Franchise Agreement.
2. Provision XX(F) is modified to provide: Except for claims against Franchisee concerning the underreporting of gross sales and for claims against Franchisee by Franchisor relating to third party claims or suits brought against Franchisor; as a result, Franchisee's operation of the franchise business, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto shall be barred unless an arbitration or legal proceeding is commenced within three (3) years from the date Franchisee, or Franchisor knew or should have known of the facts giving rise to such claims.
3. Section XXII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of Minnesota.
4. Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchise Agreement does not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C. These statutes prohibit Franchisor from requiring litigation to be conducted outside Minnesota or abrogating or reducing any of Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
5. With respect to franchises governed by Minnesota law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.
6. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
8. Item 5 and Item 7, are amended to state the payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business.

6.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
RONI'S MAC BAR FRANCHISING, LLC

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____