

FRANCHISE DISCLOSURE DOCUMENT

WALK-ON'S ENTERPRISES FRANCHISING, LLC
a Georgia limited liability
company 2 Ravinia Drive NE, 5th
Floor Atlanta, Georgia 30346
Phone: (470) 751-0435
www.walk-ons.com E-mail: franchise@walk-ons.com



The franchisee will operate a “Walk-On’s Sports Bistreaux,” which is a Louisiana themed sports grill offering a variety of fresh, cooked to order, menu items such as sandwiches, seafood, Southern Louisiana specialties, hamburgers and salads. We also offer qualifying franchisees the right to develop multiple Walk-On’s Sports Bistreaux Restaurants under an Area Development Agreement.

The total investment necessary to begin operation of a single Walk-On’s Sports Bistreaux Restaurant is from \$1,554,500 to \$7,056,300, including \$100,000 that must be paid to us or our affiliate. If you enter into an Area Development Agreement, you must develop at least 2 Restaurants. The total investment necessary to begin operation under an Area Development Agreement is from \$1,584,500 to \$7,086,300, including \$60,000 (for development of 2 Restaurants that must be paid to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jennifer Pecoraro-Striepling at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, jennifer.striepling@walk-ons.com and (470)-751- 0435.

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 accountant.

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

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

Issuance date: May 8, 2024, [as amended August 9, 2024](#)

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:

Interim Chief Executive Officer and Chief Financial Officer: ~~Chris Dawson~~ Christopher Porcelli

Chris has served as our Interim Chief Executive Officer since ~~June 2023~~. ~~From November 2017 to June 2023, Chris was employed by Driven Brands, Inc. in Charlotte, North Carolina, serving from September 2022 to June 2023 as its President of Paint and Collision, from December 2019 to September 2022 as its President of Maaco, from July 2019 to December 2019 as its Senior Vice President of Human Resources and Training, and from January 2019 to July 2019 as its Vice President of Learning and Development.~~August 2024. Chris has served as our Chief Financial Officer since September 2023. From July 2017 to September 2023, Chris was employed by Driven Brands, Inc. in Charlotte, North Carolina, serving from January 2023 to September 2023 as its Chief Operating Officer - Maaco, from April 2022 to January 2023 as its Senior Vice President, Strategy & Finance Administration - Maaco, from July 2020 to April 2022 as its Vice President, Strategy & Analytics - Maaco, and from March 2019 to July 2020 as its Senior Director, Finance & Accounting. Chris serves in his present capacity in Atlanta, Georgia.

Chief Operating Officer: Kendall Ware

Kendall has served as our Chief Operating Officer since July 2023. From April 2022 to January 2023, Kendall served as Chief Operating Officer for In-Shape Solutions, LLC in Stockton, California. From December 2020 to January 2022, Kendall served as President and Chief Brand Officer for Cinnabon Franchisor SPV, LLC and Carvel Franchisor SPV, LLC in Atlanta, Georgia. From November 2017 to December 2020, Kendall was employed by Orange Leaf, LLC in Oklahoma City, Oklahoma, serving from November 2019 to December 2020 as its Chief Executive Officer and from November 2017 to November 2019 as its President and Chief Operating Officer. Kendall serves in his present capacity in Atlanta, Georgia.

Chief Marketing Officer: Laurie Curtis

~~Laurie has served as our Chief Marketing Officer since December 2023. From February 2015 to June 2023, Laurie served first as Vice President, Marketing and Menu Innovation and then as Vice President, Communications and Brand Integration for Denny's in Irving, Texas and Spartanburg, South Carolina. Laurie serves in her present capacity in Atlanta, Georgia.~~

Chief Financial Officer: Christopher Porcelli

~~Chris has served as our Chief Financial Officer since September 2023. From July 2017 to September 2023, Chris was employed by Driven Brands, Inc. in Charlotte, North Carolina, serving from January 2023 to September 2023 as its Chief Operating Officer - Maaco, from April 2022 to January 2023 as its Senior Vice President, Strategy & Finance Administration - Maaco, from July 2020 to April 2022 as its Vice President, Strategy & Analytics - Maaco, and from March 2019 to July 2020 as its Senior Director, Finance & Accounting. Chris serves in his present capacity in Atlanta, Georgia.~~

Chief Development Officer: Jennifer Pecoraro-Striehling

Jennifer has served as our Chief Development Officer since September 2023. From September 2020 to September 2023, Jennifer served as Vice President of Design, Construction, Facilities & Franchise Sales for Papa John's International in Atlanta, Georgia. From January 2012 to April 2020, Jennifer served as Vice President of Design & Construction for Bloomin Brands in Tampa, Florida. Jennifer serves in her present capacity in Atlanta, Georgia.

Owner: Drew Brees

Drew has been one of our Owners since April 2015. Since April 2015, Drew has also been an Owner of: Walk-On's Enterprises Holdings, LLC; Walk-On's Enterprises IP, LLC; Walk-On's Enterprises Operations, LLC; and Walk-On's Marketing. Since 2011, Drew has also been a franchisee with Jimmy Johns Gourmet Sandwiches and currently operates locations in the greater New Orleans, Louisiana area. Drew serves in his present capacity in Santa Monica, California.

Other than the preceding Financial Performance Representation, 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 outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Chris [Dawson Porcelli](#), 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, (225) 330-4533, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary
For Years 2021 to 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	39	55	+16
	2022	55	68	+13
	2023	68	74	+6
Company-Owned	2021	4	3	-1
	2022	3	3	0
	2023	3	6	+3
Total Outlets	2021	43	58	+15
	2022	58	71	+13
	2023	71	80	+9

Table No. 2

**Transfers of Franchised Outlets from
Franchisees to New Owners (other than the
Franchisor)
For Years 2021 to 2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Louisiana	2021	0
	2022	0
	2023	7
Florida	2021	0
	2022	5
	2023	0
Kansas	2021	0
	2022	1
	2023	0
Texas	2021	0
	2022	1
	2023	3
Total	2021	0
	2022	7

all expenses, including reasonable attorneys' and expert fees, that we and/or our affiliates may incur in connection with your non-compliance with this covenant. You agree that to the extent a court requires a bond or security for a temporary or preliminary injunction that we obtain, the amount will not exceed \$1,000.00.

24. INTEGRATION OF AGREEMENT

24.01 Integration of Agreement

This Agreement, all exhibits to this Agreement, and all ancillary agreements signed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, no provision in any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosure Document. You acknowledge that you are entering into this Agreement, and all ancillary agreements signed contemporaneously with this Agreement, as a result of your own independent investigation of the Restaurant and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees that are contrary to the terms stated in this Agreement or any franchise disclosure document required or permitted to be given to you under applicable law. You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information; that, if they nevertheless do, you have not relied on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually that states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised Restaurant.

25. NO ORAL MODIFICATION

25.01 No Oral Modification

This Agreement may not be amended orally but may be amended only by a written instrument signed by the parties. You acknowledge that no oral promises were made to you (or, if they were, that you are not relying and will not rely on any such oral promise) and that our obligations are confined exclusively to those stated in this Agreement. You understand and assume the business risks inherent in this enterprise.

26. NOTICES

26.01 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable of documenting delivery or attempted delivery of the notice; and, will be effective on the date that delivery either is effected or is documented to have been first attempted.

Any notice to us must be addressed to us at:

Walk-On's Enterprises Franchising, LLC 2
Ravinia Drive NE, 5th Floor
Atlanta, Georgia 30346 Attention:
Chris ~~Dawson~~ [Porcelli](mailto:chris.porcelli@walk-ons.com) E-Mail: chris.porcelli@walk-ons.com

Any notice to you will be addressed to your address as stated on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 days' notice, inform the other of a new or changed address or addressee(s) to that notices under this Agreement should be sent. We may provide any notice under

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor will not be required, to cure any default by Tenant or other lessee under the Lease within 15 days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor must be sent to the following address: Walk-On's Enterprises Franchising, LLC, 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, Attn: [Chris DawsonPorcelli](mailto:Chris.Porcelli@walk-ons.com) (chris.porcelli@walk-ons.com), unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant must be effective unless and until a copy thereof is served on Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant's and/or such other lessee's interests under the Lease and must be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that upon the expiration or earlier termination of the Franchise Agreement, Franchisor may, but is not obligated to, assume the Lease and have the Lease assigned to it; provided, however, that Franchisor must cure any existing defaults under the Lease in order to exercise this option.

4. Landlord agrees that on the termination or expiration of the Lease, Franchisor has the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor must have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that on the expiration or termination of the Franchise Agreement, Franchisor must have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees on the expiration or termination of the Franchise Agreement to relinquish to Franchisor all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor has the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another Walk-On's Sports Bistreaux franchisee on obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. On Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor is entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant agree that Franchisor is an intended third-party beneficiary of the

11. On the receipt page of the Disclosure Document you identified _____
_____ as the franchise sellers involved in this franchise sales
process. Are the franchise sellers identified above the only franchise sellers involved with this
transaction? Check one () Yes or () No. If no, please identify any additional franchise sellers
involved with this transaction: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL
RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE
CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE
ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A
SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY
COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS
ACKNOWLEDGMENT.**

Signed: _____ Signed: _____ Print Name: _

Signed: _____ Signed: _____ Print Name: _

Signed: _____ Signed: _____ Print Name: _

APPROVED ON BEHALF OF WALK-ON'S ENTERPRISES FRANCHISING, LLC

By: _____

Name: Chris Dawson Porcelli

Title: Chief Executive Officer

Date: _____

prepaid) or by documented overnight delivery with a reputable carrier; and is effective on the date that delivery is documented to have been first attempted. Any notice to us must be addressed to us at:

Walk-On's Enterprises Franchising, LLC
2 Ravinia Drive NE, 5th Floor
Atlanta, Georgia 30346 Attention: Chris ~~Dawson~~Porcelli, Chief ~~Executive~~Financial Officer

Any notice to you must be addressed to your address as stated on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 days' notice, inform the other of a new or changed address to which notices under this Agreement should be sent. We may provide any notice under this Agreement (including, without limitation, any notice of termination) sufficiently in advance of any event to permit compliance with any notice requirements under state or other laws.

18.07 Signing, Construction and Interpretation; Further Acts

1. This Agreement may be signed in multiple counterparts, each of which is considered an original and all of which together constitute one and the same instrument.
2. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.
3. If any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid.
4. The parties agree to sign all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.
5. Each reference in this Agreement to a corporation or partnership also refers to a limited liability company, general or limited partnership, and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement also refers to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

18.08 Business Judgment. You and we recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe our right to take (or refrain from taking) certain actions in the exercise of our business judgment based on our assessment of the overall best interests of the System. Where this discretion has been exercised, and is supported by our business judgment, neither a mediator nor a judge may substitute his or her judgment for the judgment we have so exercised. "Business judgment" is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of any business judgment rule in a corporate law context.

18.09 Exercise of Rights. You agree that whenever we have reserved a right in this Agreement, we have the uncontrolled and unfettered right to do what we have reserved.

18.10 Severability. Every part of this Agreement is severable. If for any reason any part of this Agreement is held to be invalid, that determination will not impair any other part, or the rest, of this Agreement; provided, however, that if we determine that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, we, at our option, may terminate this Franchise Agreement.

18.11 Attorneys' Fees and Costs of Enforcement. The party prevailing in any legal proceeding (including any legal proceeding by you or your owners against any of our officers, directors, or direct or

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE, OR HAVE BEEN, FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE HAWAII SECURITIES COMMISSIONER, OR A FINDING BY THE HAWAII SECURITIES COMMISSIONER, THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN HAWAII WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE SIGNING BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATED TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. YOU SHOULD REFER TO TH FRANCHISE AGREEMENT ITSELF FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH YOU AND THE FRANCHISOR.

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.

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

Our registered agent in the state authorized to receive service of process: Hawaii Securities Commissioner, Department of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

ITEM 20 – OUTLETS AND FRANCHISEE INFORMATION

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 428E *et seq.*, the Franchise Disclosure Document for «Client Name» for use in the State of Hawaii is amended by adding the following language to Item 20:

As of the dates listed on the State Effective Dates page, this registration/exemption is or will be effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin, and exempt from registration in Florida, Kentucky, Nebraska, Texas, and Utah. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily

withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, the Disclosure Document for Walk-On's Enterprises Franchising, LLC for use in the State of Illinois is amended to include the following:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 13 TRADEMARKS

While we do not own the Proprietary Marks, our parent owns the Proprietary Marks and has licensed us to use them and to sublicense them to our franchisees.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Notice Required By Law

Your rights on termination and non-renewal of a franchise are stated in sections 19 and 20 of the Illinois Franchise Disclosure Act.

2. Illinois law governs the agreements between the parties to this franchise.

3. 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.

4. 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.

5. Section 34.02 ("Your Acknowledgments") is deleted from all Illinois Franchise Agreements.

For information about obtaining a liquor license in Illinois, see the website for the Illinois Liquor Control Commission, located at: <https://www.illinois.gov/ilcc/Pages/ApplicationsApplications.aspx>

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document for Walk-On's Enterprises Franchising, LLC for use in the State of Maryland is amended as follows:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT I

STATE EFFECTIVE DATES AND RECEIPTS 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	July 12, 2024
Hawaii	Pending
Illinois	May 8, 2024
Indiana	May 8, 2024
Maryland	June 14, 2024
Michigan	May 13, 2024
Minnesota	August 5, 2024, as amended
New York	May 8, 2024
North Dakota	May 10, 2024, as amended on May 24, 2024
Rhode Island	April 29, 2024
South Dakota	May 29, 2024
Virginia	July 12, 2024, as amended
Washington	June 3, 2024, as amended
Wisconsin	May 9, 2024, as amended

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Walk-On’s Enterprises Franchising, LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If Walk-On’s Enterprises 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, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Walk-On’s Enterprises Franchising, LLC, located at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346. Its telephone number is (225) 330-4533.

The name, principal business address and telephone number of each franchise seller offering the franchise: Brandon Landry, Chris ~~Dawson~~Porcelli, Jennifer Pecoraro-Stripling, Kelly Parker, Jeanne Stuart, and John Gordon of Walk-On’s Enterprises Franchising, LLC, 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, (225) 330-4533. Please list any additional franchise sellers: _____.

Walk-On’s Enterprises Franchising, LLC authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

Issuance date: May 8, 2024, as amended August 9, 2024.

I received a disclosure document dated May 8, 2024, as amended August 9, 2024 that included the following Exhibits: Exhibit A: Franchise Agreement and Related Materials (including State Addendum to Franchise Agreement); Exhibit B: Area Development Agreement and Related Materials (including State Addendum to Franchise Agreement); Exhibit C: Financial Statements; Exhibit D: State Franchise Administrators; Exhibit E: Agents for Service of Process; Exhibit F: State Specific Addenda to Franchise Disclosure Document; Exhibit G: General Release; Exhibit H: List of Current and Former Franchisees; Exhibit I: State Effective Dates and Receipts.

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

(Name of Entity)

(Signature)

By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)

You may return the signed receipt either by signing, dating, and mailing it to Walk-On’s Enterprises Franchising,

LLC at 2 Ravinia Drive NE, 5th Floor, Atlanta, Georgia 30346, or by e-mailing a copy of the signed and dated receipt to Walk-On's Enterprises Franchising, LLC.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Walk-On's Enterprises Franchising, LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If Walk-On's Enterprises 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, DC 20580 and the state agency listed on Exhibit D.

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Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

(Name of Entity)

(Signature)

By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)