

FRANCHISE DISCLOSURE DOCUMENT



Doc Popcorn Franchising L.L.C.
An Oklahoma Limited Liability Company
910 South 5th Street
Paducah, Kentucky 42003
Phone: (270) 575-6990
Fax: (270) 575-6997
www.docpopcorn.com
stehei@dippindots.com
www.docpopcorn.com
steve.rothenstein@docpopcorn.com

Doc Popcorn Franchising L.L.C. offers you the opportunity to operate a business that provides popcorn and related items including soft drinks, bottled water, and other products to the general public from mobile units, kiosks and retail stores.

The total investment necessary to begin operation of a Doc Popcorn® Mobile Popperating franchise ranges from \$73,500 to \$154,550 including \$45,659 to \$77,774 that must be paid to us or our affiliates. The total investment necessary to begin operation of a fixed Doc Popcorn® PopKiosk franchise ranges from \$127,659 to \$335,039, including \$110,659 to \$209,489 that must be paid to us or our affiliates. The total investment necessary to begin operation of a fixed Doc Popcorn® PopShop franchise ranges from \$153,659 to \$424,539, including \$110,659 to \$234,489 that must be paid to us or our affiliates.

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 in connection with the 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 to you. To discuss the availability of disclosures in different formats, contact ~~Steve Rothenstein at steve.rothenstein@docpopcorn.com~~ [Stephen C. Heisner at email, stehei@dippindots.com](mailto:Stephen.C.Heisner@dippindots.com), 910 South 5th Street, Paducah, Kentucky 42003, (270) 575-6990.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “Franchisor,” “we,” or “us,” or “our” means Doc Popcorn Franchising L.L.C., the franchisor. “You,” “your,” and “Franchisee” means the person who buys the franchise from us, or its owners if the Franchisee is a business entity.

The Franchisor, Predecessors, Parents and Affiliates

We are a limited liability company that was organized in Oklahoma on July 3, 2014. Our principal place of business is 910 South 5th Street, Paducah, Kentucky 42003. We do business under the name Doc Popcorn® and Doc Popcorn Franchising L.L.C. and no other name. We began offering franchises (“Franchises”) to operate businesses using the Doc Popcorn® brand (“Franchised Businesses”) in October of 2014, after our affiliate, Doc Popcorn L.L.C., an Oklahoma limited liability company (“DP”), purchased all of the assets that comprised the Doc Popcorn® brand and franchise system on July 1, 2014 from our predecessor, Doc Popcorn Development, Inc., a Colorado corporation (“Predecessor”), and its affiliates, Doc Popcorn Franchising, Inc., a Colorado corporation; Doc Popcorn International, Inc., a Colorado corporation; and Doc Popcorn Store 1, Inc., a Colorado corporation (collectively with the Predecessor, “Predecessor Entities”). The Predecessor began selling Franchises in 2009. After DP purchased all of the assets of the Doc Popcorn® brand and franchise system, DP transferred to us all existing agreements with Doc Popcorn® franchisees and granted us a license and the right to sublicense the Doc Popcorn® trademarks, trade names, service marks and logos (“Marks”) in connection with our sale of Franchises to franchisees.

Our affiliate, DP, offers products and services to our franchisees. DP was formed on June 27, 2014. Its principal place of business is the same as ours. DP assists franchisees in finding and developing locations and also assists in training. DP is also the approved supplier of the “PopCart” and “PopKiosk” and other equipment to our franchisees. Additionally, DP operates an online retail store that sells products, including gift baskets and products similar to those offered by Franchised Businesses. DP does not and has not offered franchises in any line of business.

Our affiliate, The ICEE Company (“ICEE”), is an approved supplier of certain ICEE® and Slush Puppie® products to our franchisees. ICEE was formed on September 16, 1987. Its principal place of business is 265 Mason Road, La Vergne, TN 37086. ICEE does not and has not offered franchises in any line of business.

We are owned 100% by our immediate parent company, Dippin’ Dots Holdings, L.L.C. (“DDH”). DDH is a limited liability company organized in the State of Oklahoma, and its principal place of business is the same as ours. Our affiliate, DP, is owned by Dippin’ Dots, L.L.C., an Oklahoma limited liability company (“DDL”). DDL, who is also our affiliate, is owned 100% by DDH. DDL does not provide any products or services to our franchisees. DDL does not offer or sell any franchises.

On June 21, 2022, J & J Snack Foods Corp. (“J&J”), indirectly through a wholly owned subsidiary, DD Acquisition Holdings, LLC (“DDA”), purchased all of the issued and outstanding equity securities of DDH and became our ultimate parent. J&J is incorporated in the State of New Jersey, and its principal place of business is 350 Fellowship Road, Mount Laurel, NJ 08054. DDA is organized in the State of Delaware, and its principal place of business is also 350 Fellowship Road, Mount Laurel, NJ 08054. Neither J&J nor DDA provides any products or services to our franchisees. Neither J&J nor DDA offers or sells any franchises.

Our affiliate, Dippin’ Dots Franchising, L.L.C., (“DDF”) currently offers franchises to sell Dippin’ Dots® branded ice cream, frozen yogurt, sherbet and ice products at a fixed store or kiosk locations and at

in strip centers, schools, office buildings, hospitals, airports, colleges, health clubs, auditoriums, arenas, and concert and sports venues. Additionally, included in the “Mobile Poperating Units” model is a smaller and nimbler catering module (catering 2.0).

Fixed Location Franchised Businesses

We offer three types of fixed location Franchised Businesses (“Fixed Poperating Units”): (1) “PopKiosk,” (2) “PopShops,” and (3) a Mobile Poperating Unit that is operated as a fixed location Franchised Businesses (“Permanent Mobile Poperating Units”). Fixed Poperating Units may be located in malls, airports, rest stops and other high traffic venues. PopKiosks are typically between 160 and 350 square feet and PopShops are typically between 300 and 1,200 square feet. Additionally, included in the “Fixed Poperating Units” model is a smaller and nimbler catering module (catering 2.0).

Market and Competition

Franchised Businesses sell their products to the general public. Franchised Businesses are not seasonal in nature. While the market for flavored popcorn is continuing to develop in consumer product recognition and popularity, the market for snacks and confections and other food and beverage products served in a mobile dining atmosphere is competitive and well-developed. The casual dining industry is highly competitive and is often affected by changes in eating habits of the public, by local and national conditions affecting spending habits, and by population and traffic patterns. Franchised Businesses will compete with other local businesses, as well as many local, regional and national restaurant chains, grocery stores, street vendors and other food service businesses offering similar products. You will face competition from other independent businesses, franchises and national companies offering similar services as your franchise. You may face competition from other franchisees, from other outlets that we own, or from other channels of distribution or competitive brands that we control. ~~You will also face normal business risks that could have an adverse effect on your Franchised Business.~~

Regulations

Franchised Businesses are subject to all of the laws, codes and regulations normally applicable to retail businesses. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which (a) establish general standards, specifications and requirements for the construction, design and maintenance of the Mobile Poperating Units and Fixed Poperating Units; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; special health; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as “low calorie” or “fat free,” and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. Any person who drives a PopTruck must have a valid driver’s license and each of your PopTrucks must be properly licensed. The requirements for these licenses may vary, depending on your location. The following laws may also apply to the operation of your Franchised Business:

Federal Laws: The United States Department of Agriculture and the Food and Drug Administration regulate the manufacture, labeling and distribution of food products. Examples of other federal laws affecting many small businesses are wage and hour, occupational health and safety, equal employment opportunity,

taxes, hazardous materials communication to employees, hazardous waste and environmental, and the Americans with Disabilities Act.

State Laws: State regulations may govern the storage, handling and serving of food and the operations of a temporary event food service location and/or mobile concession trailer. Most states require a food handler's license and possibly a hawkers or peddlers license for the operation of your Mobile Poperating Units. Examples of other state laws affecting many small businesses include environmental, occupational health and safety, fire, taxes, health, and building and construction laws.

Local Laws: Your Franchised Business is subject to local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover the following issues: requiring employees to take a test and obtain a license as a food service worker, having accessible sinks and/or bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, and refrigeration, among other things. Certain city or town clerks in the communities you plan to service may have additional licensing requirements. Local laws may cover the same topics as federal and state laws. Examples of other local laws affecting many small businesses include, but are not limited to, health and sanitation, building codes, fire codes, permits, and waste disposal.

~~*COVID-19 Regulations:* COVID-19 has disrupted and continues to significantly disrupt local, regional and global economies and businesses. As a result of the COVID-19 pandemic, food service establishments are required to follow all applicable guidelines announced by governmental entities, such as limited hours of operations, additional sanitary precautions, changes in employee availability and limited capacity to ensure proper social distancing. You are solely responsible for compliance with those regulations and strongly recommend you conduct your own independent investigation regarding compliance with applicable regulations.~~

ITEM 2 BUSINESS EXPERIENCE

Stephen C. Heisner, Vice President of Administration

Mr. Heisner has served as the Vice President of Administration since July 2022. Mr. Heisner had served as the Senior Vice President for DDF and DPF from October 2021 to July 2022, operating out of Paducah, KY. Prior to that, Mr. Heisner served as the Vice President of Administration and Human Resources for DDF from November 2012 to October 2021 and for DPF from July 2014 to October 2021.

Steve Rothenstein, Vice President of Franchise & Distribution Development

~~Mr. Rothenstein has served as the Vice President of Franchise & Distribution Development for DPF and DDF since December 2023, operating out of Paducah, KY. Prior to that, Mr. Rothenstein had served as the (a) Vice President of Franchise Operations for DDF and DPF from July 2022 to November 2023, operating out of Paducah, KY; and (b) Associate Vice President Franchising for DDF and DPF from October 2021 to July 2022, operating out of Spring Hill, Tennessee. Prior to that, Mr. Rothenstein served as the Senior Director of Franchising for DDF from October 2012 to October 2021 and for DPF from July 2014 to October 2021, operating out of Spring Hill, Tennessee.~~

Martin Azambuya, Director - Franchise Sales

Mr. Azambuya has served as our Director - Franchise Sales for DPF and DDF since December 2023, operating out of Paducah, KY. Prior to that, operating out of Paducah, KY, Mr. Azambuya served as DPF's and DDF's (a) Director - Brand Sales and Support from July 2022 to November 2023; and (b) Managing Director/COO from January 2017 to July 2022.

Tammy Isom, Franchise Development Manager

Ms. Isom has served as Franchise Development Manager for DPF and DDF since November 2022, operating out of Paducah, KY. From January 2017 to November 2022, Ms. Isom served as Tradeshow and Sales Supervisor for DDL, operating out of Paducah, KY.

Adam Timothy Gross, Vice President of Sales

Mr. Gross has served as Vice President of Sales for DDL, DP, DDF and DPF since July 2022, operating out of Paducah, KY. Prior to that, Mr. Gross had served as Vice President of Sales and Marketing for DDL, DP, DDF and DPF from October 2021 to July 2022, operating out of North East, Maryland. Prior to that, Mr. Gross has served as Senior Director of Sales – Core Business for DDL, DP, DDF and DPF from December 2014 to October 2021, operating out of North East, Maryland.

Daniel Fachner, Chief Executive Officer

Mr. Fachner has been the Chief Executive Officer of our parent, J&J, since May 2021, in Mt. Laurel, NJ. Prior to that, he was the President of our affiliate, ICEE, from 1997 to May 2021, in La Vergne, TN.

Ken Plunk, Chief Financial Officer

Mr. Plunk has served as the Chief Financial Officer of our parent, J&J, since September 2020, in Mt. Laurel, NJ. Prior to that, he was the Senior Vice President, Finance of Walmart, Inc. from July 2007 to January 2019 in Bentonville, AR.

~~Stephen Every, Chief Operating Officer~~

Matthew Inderlied, Senior Vice President & General Manager of Dippin' Dots/Doc Popcorn

Mr. ~~Every~~Inderlied has served as the ~~Chief Operating Officer of our affiliate, ICEE, since July 2022,~~Senior Vice President & General Manager of Dippin' Dots/Doc Popcorn for J&J Snack Foods in La Vergne, TN since August 2022. Prior to that, he ~~was the~~served as (a) Senior Vice President, of Sales of the ICEE Company for J&J Snack Foods in La Vergne, TN from August 2018 to July 2022, in Chicago, IL, 2021 to August 2022; and (b) Chief Executive Vice President/Chief Commercial Officer for FBD Partnership LP in San Antonio, TX from July 2008 to August 2021.

Michael Pollner, Senior Vice President, General Counsel and Corporate Secretary

Mr. Pollner has served as the Senior Vice President, General Counsel and Corporate Secretary of our parent, J&J, since April 2022, in Mt. Laurel, NJ. Prior to that, he was the Senior Vice President, Chief Administrative Officer, General Counsel and Secretary of Knoll, Inc. in East Greenville, PA from September 2005 to September 2021.

inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate.

8. You must purchase and install at your expense signage based on our System standards, as described in the Franchise Operations Manual or as we may otherwise designate.
9. This figure includes the cost range for a point-of-sale system, software, credit card processing, an internet hotspot device and back office computer system. The range is determined by the preferred vendor.
10. This estimates your initial start-up expenses (other than the Items identified separately in the above table). These figures do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above (such as the first three (3) months' rent). They are estimates and we cannot guarantee that you will not have additional expenses starting the business. ~~Your costs depend on how well you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial phase of business operations.~~
11. The estimate includes utility costs, permitting/plan check fees, business entity organization expenses, insurance and deposits for the first three months of operation of your Franchised Business, as well as the miscellaneous small wares, uniforms, and other items. It does not include payroll expenses.
12. You are required to purchase a Doc Popcorn® catering 2.0 module. You must buy this catering 2.0 module from DP or a supplier designated by us. Shipping is included in this estimate.
13. The low end of this estimate assumes that you will employ a small number of employees along with your direct contributions. The high end of this estimate assumes you will hire more employees. This range is for the period of time prior to opening and for the first ninety (90) days of operation. We assume that a certain amount of expenses will be positively offset by revenues.
14. We have relied on the experience of our officers and franchisees to arrive at these estimates. You should review these figures carefully with a business advisor before deciding to purchase the Franchised Business. We strongly recommend that you have independent estimates on your anticipated cost to develop, open and operate your Franchised Business before making any decision to purchase the Franchised Business.

C. POPSHOP (Fixed Location)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee ⁽¹⁾	\$15,000	\$15,000	Lump Sum	When you sign the Franchise Agreement	Us
Travel and Living Expenses ⁽²⁾	\$1,000	\$3,550	As incurred	At Training	Third Parties
Real Estate Lease ⁽³⁾	\$1,000	\$32,000	As Agreed	As Agreed	Third Parties
Equipment/Décor ⁽⁴⁾	\$65,000	\$100,000	Lump Sum	When purchased	DP

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investment shown in the chart above includes one (1) month's security plus three (3) months' rent for your initial period of operation.

4. This estimate involves the furniture, fixtures and equipment you will need to open your fixed PopShop.
5. The cost incurred to construct a Fixed Poperating Unit will depend on a large number of factors that will vary by the location for the Fixed Poperating Unit, the region of the country where your Franchised Business is located, and the costs incurred to run necessary electrical and water lines. If you will operate from a PopKiosk, the PopKiosk will be purchased from DP at an estimated cost of \$65,000 to \$100,000..
6. You may be required to hire an architect to create local architectural design services for your PopKiosk.
7. You are required to purchase a designated initial inventory of Doc Popcorn® flavorings and bags for selling popcorn. You must buy this amount of opening inventory from DP or a supplier designated by us. We may permit you to buy lesser initial amounts of opening inventory depending, in part, on your proximity to a distribution center of our suppliers. You will also need to buy other required opening inventory, such as office supplies, popcorn, sugar and oil, from third party suppliers, which are included in this estimate.
8. You must purchase and install at your expense signage based on our System standards, as described in the Franchise Operations Manual or as we may otherwise designate.
9. This figure includes the cost range for a point-of-sale system, software, credit card processing, an internet hotspot device and back office computer system. The range is determined by the preferred vendor.
10. This estimates your initial start-up expenses (other than the Items identified separately in the above table). These figures do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above (such as the first three (3) months' rent). They are estimates and we cannot guarantee that you will not have additional expenses starting the business. ~~Your costs depend on how well you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial phase of business operations.~~
11. The estimate includes utility costs, permitting/plan check fees, business entity organization expenses, insurance and deposits for the first three months of operation of your Franchised Business, as well as the miscellaneous small wares, uniforms, and other items. It does not include payroll expenses.
12. You are required to purchase a Doc Popcorn® catering 2.0 module. You must buy this catering 2.0 module from DP or a supplier designated by us. Shipping is included in this estimate.
13. The low end of this estimate assumes that you will employ a small number of employees along with your direct contributions. The high end of this estimate assumes you will hire more employees. This range is for the period of time prior to opening and for the first ninety (90) days of operation. We assume that a certain amount of expenses will be positively offset by revenues.

for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. We may implement additional training at the Franchised Businesses prior to opening your first location. This training would last approximately five (5) to ten (10) days and you will be responsible for all transportation and living expenses of each person who you designate to attend. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses.

The subjects covered in the PopTraining Program and the general time devoted to each subject is described below.

TRAINING PROGRAM

POPTRAINING PROGRAM AGENDA

Subject	Hours of Classroom Training ⁽¹⁾	Hours of On-The-Job Training ⁽²⁾	Location
Introduction	1	0	Paducah, Kentucky
Equipment/Maintenance/Health Department	1	6	Paducah, Kentucky
Marketing	1	1	Paducah, Kentucky
Ordering Product and Supplies	1	2	Paducah, Kentucky
Doc Popcorn Product Training	1	7	Paducah, Kentucky
Customer Service ⁽³⁾	2	7	Paducah, Kentucky
Accounting	2	0	Paducah, Kentucky
Sales Training	2	5	Paducah, Kentucky
Intranet	1	0	Paducah, Kentucky
Leadership & Employee Management Training ⁽³⁾	1	3	Paducah, Kentucky
Catering	1	2	Paducah, Kentucky
Merchandising ⁽³⁾	0	2	Paducah, Kentucky
Real Estate and Construction Processes - Non-Traditional / Fixed Location ⁽³⁾	1	0	Paducah, Kentucky
Operational Overview - Workbooks, Expectations, Preparing for Opening	2	0	Paducah, Kentucky
Totals:	17	36	

Notes:

1. Training classes use our confidential Manual as instructional materials. ~~Steve Rothenstein, the Vice President of~~Martin Azambuya, Director - Franchise & Distribution Development Sales (as described in Item 2 of this FDD), leads the training staff. ~~Mr. Rothenstein has over 21 years of experience in~~

~~fields related to frozen dessert concepts, which includes employment with Dippin' Dots, Doc Popcorn, Tasti D Lite and Cold Stone Creamery totaling over 11 years with us or our affiliates.~~

Sara Bradley will assist with the provision of the initial training program and she has worked with Dippin' Dots and Doc Popcorn for 9 years in store operations, franchisee support, and training and 9 years of experience in the industry. Representatives of our operations team, development team, marketing team, event team, and real estate department, and various Franchised Business associates will conduct certain sections of the training program. Each of our instructors has demonstrated to us satisfactory knowledge of the topics they instruct, has experience in the fields of their topics, is overseen and reviewed by our training supervisors, and has at least three years' experience in their field.

2. On-the-job training is typically conducted on-site at the franchisee's location right before and during the soft opening. We will use the Franchise Operations Manual as the primary instruction materials during the initial training program.
3. The PopTraining Program may vary based upon the type of Franchised Business. We may require additional training before you subsequently open a different type of Franchised Business.

Ongoing Training

Your managing owner, designated manager, independent contractors and employees must attend and satisfactorily complete various training courses we periodically require at your cost and at the times and locations we designate. In addition to participating in ongoing training, you will be required to attend any annual meeting of all System franchisees that we may conduct. We estimate this training will be no longer than five days per year. You are responsible for all travel and expenses for your attendees.

We periodically may provide and require you and/or your designated manager attend seminars or refresher training programs. We may charge our then-current fee (up to \$500 per day, not including travel and living expenses) for attendance at the refresher training programs. Additionally, you are responsible for your and your attendees' cost and expenses associated with attending these refresher training programs. We do not anticipate attendance will be required more than two per any calendar year.

ITEM 12 TERRITORY

The territorial protections for your Franchise will depend on the type of Doc Popcorn® Franchise. If you are operating a Mobile Poperating Unit, you may operate at any Event except for a "Protected Event" of another franchisee. A "Protected Event" is an Event for which a franchisee: (1) obtains a written contract to operate one or more Mobile Poperating Units at the Event with the appropriate Event personnel; (2) operated a Mobile Poperating Unit at the most recent occurrence of the Event; (3) posts required information regarding the Event, including Event dates, name and contact information for the organizer, costs, number of Mobile Poperating Units desired by the organizer and expected crowds, on our current intranet system, and receives our approval; and (4) maintains protection of the Event by operating one or more Mobile Poperating Units at each occurrence of the Protected Event, continuing to have the approval of the appropriate Event personnel, complying with the procedures described in the Franchise Operations Manual, and doing nothing to cause us to revoke the Protected Event status. A Protected Event provides the franchisee with the right of first refusal to add additional Mobile Poperating Units at the Event. You will be required to sign/purchase another Franchise Agreement to exercise this right of first refusal to add an additional Mobile Poperating Unit unless otherwise provided by your initial Franchise Agreement.

**ITEM 18
PUBLIC FIGURES**

We do not use any public figure to promote our Franchise.

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting ~~Steve Rothenstein~~[Stephen C. Heisner](#), Vice President of ~~Franchise Operations & Distribution Development Administration~~, Doc Popcorn Franchising, L.L.C., 910 South 5th Street, Paducah, Kentucky 42003, 270-575-6990, 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 - 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	73	74	+1
	2022	74	66	-8
	2023	73	76	+3
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	73	74	+1
	2022	74	73	-1
	2023	73	76	+3

Table No. 4
Status of Company-Owned Outlets
For Years 2021 - 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total Outlets	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5
Projected Openings as of
September 30, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
N/A	0	0	0
Total	0	0	0

A list of names, addresses and telephone numbers of all Franchisees are listed in Exhibit E attached to this Disclosure Document. The name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document are listed in Exhibit E attached to this Disclosure Document. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the System.

During the last three years, franchisees have signed confidentiality provisions with us that would restrict their ability to speak openly about their experience with the System. In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with the Doc Popcorn System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the Issuance Date of this Disclosure Document, there is no (i) trademark-specific franchisee organization associated with the System being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are our audited financial statements for the fiscal years ending as of December ~~30, 2020, December~~ 31, 2021, September 24, 2022 (partial year), and September 30, 2023, and our unaudited financial statements from October 1 to December 30, 2023.

Our fiscal year ends on 53 weeks after the immediately preceding fiscal year end.

IN WITNESS WHEREOF, Seller and Customer have executed this Agreement as of the day and year first written above.

Seller: DOC POPCORN, L.L.C.

By: _____

Name: ~~Steve Rothenstein~~Stephen C. Heisner

Title: Vice President of ~~Franchise Operations & Distribution Development~~ Administration

Customer:

By: _____

Name: _____

Title: _____

The Franchise Agreement contains provisions requiring binding arbitration. The arbitration will occur at Franchisor's Choice of Law State. 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 the Franchise Agreement or Supplemental Agreements restricting venue to a form outside the State of California.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at "www.dfpi.ca.gov."

The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

Fee Deferral

~~The South Dakota Division of Securities requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. Items 5 and 7 of the FDD and the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.~~

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Doc Popcorn Franchising L.L.C. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act: It is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The State Cover Page is hereby amended to include the following risk factor: “Please note the Franchisor’s audited financial statements for the period ending December 31, 2018 reflect that 77% of the Franchisor’s assets are intangible. In addition, these financial statements report that current liabilities exceed current assets. This means that the Franchisor may not have the financial resources to provide services or support to you.”

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

State Effective Dates

The following states have franchise laws that require that the Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Pending Illinois	Pending
Illinois Indiana	Pending
Indiana	January 25, 2024
Maryland	Pending
Michigan	January 16, 2024, as amended
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending January 26, 2024, as amended
Virginia	Pending
Washington	Pending
Wisconsin	January 25, 2024, as amended

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.

RECEIPT
(Franchisee 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 Doc Popcorn Franchising L.L.C. 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 grant. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we 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 Doc Popcorn Franchising L.L.C. 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 A.

Doc Popcorn authorizes the parties identified on Exhibit A to receive service of process for Doc Popcorn in the particular state.

The name, principal business address and telephone number of each franchise seller offering the franchise is:

Steve Rothenstein <u>Stephen C. Heisner</u> , Tammy Isom 910 South 5th Street, Paducah, Kentucky 42003; (270) 575-6990
--

Issuance Date: January 16, as amended February 16, 2024.

I received a Disclosure Document dated January 16, as amended February 16, 2024, that included the following Exhibits:

EXHIBITS

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement
- C. Contracts for use with the Franchise
- D. Financial Statements
- E. List of Current and Former Franchisees and Regional Directors
- F. Franchise Operations Manual Table of Contents
- G. State Addenda
- H. State Effective Dates
- I. Receipt

Date	Signature	Printed Name
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Date	Signature	Printed Name
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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 Doc Popcorn Franchising L.L.C. 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 grant. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we 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 Doc Popcorn Franchising L.L.C. 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 A.

Doc Popcorn authorizes the parties identified on Exhibit A to receive service of process for Doc Popcorn in the particular state.

The name, principal business address and telephone number of each franchise seller offering the franchise is:

Steve Rothenstein <u>Stephen C. Heisner</u> , Tammy Isom 910 South 5th Street, Paducah, Kentucky 42003; (270) 575-6990
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- I. Receipt

Date	Signature	Printed Name
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Date	Signature	Printed Name
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Important: Please sign and fax this page to 270-575-6997, then return this page by mail or courier to Doc Popcorn Franchising L.L.C. at 910 South 5th Street, Paducah, Kentucky 42003.