

FRANCHISE DISCLOSURE DOCUMENT



Rush Bowls Franchising, LLC

a Colorado limited liability company
11031 Sheridan Boulevard, Suite 100
Westminster, Colorado 80020
Telephone: (720) 487-9317
Email: franchisor@rushbowls.com
Website: www.rushbowls.com

Rush Bowls restaurants offer wholesome, all-natural high-quality bowls and smoothies made from acai, fruit, granola, and other ingredients under the name "Rush Bowls®" (each, a "Restaurant"). Restaurants operate from a permanent retail location (a "Brick Restaurant"), from a mobile truck or trailer (a "Food Truck"), or from both a permanent retail location and a Food Truck (a "Combo"). We offer franchises for a single Restaurant and area development franchises for the right to open multiple Restaurants.

The total investment necessary to begin operation of a single Brick Restaurant is between \$199,050 and \$549,500. This includes between \$41,550 and \$45,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a single Food Truck is between \$97,400 and \$264,500. This includes between \$27,900 and \$30,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Combo is between \$230,550 and ~~\$684,500~~685,000. This includes between \$50,550 and ~~\$50,550~~55,500 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation as a Rush Bowls area developer with three Restaurants is between \$148,500 and \$710,000. This includes between \$79,000 and ~~\$80,500~~99,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation as a Rush Bowls area developer with five Restaurants is between \$168,500 and \$730,000. This includes between \$99,000 and ~~\$74,500~~119,000 that must be paid to the franchisor or its 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 a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Andrew Pudalov, President, at 11031 Sheridan Boulevard, Suite 100, Westminster, Colorado 80020, (720) 487-9317 or franchisor@rushbowls.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at (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.

Issuance Date: April 8, 2026.



ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “we,” “us,” and “our” mean Rush Bowls Franchising, LLC, the franchisor. “You,” “your,” and “Franchisee” mean the person and its owners (if the Franchisee is a business entity) who buys the franchise from us.

The Franchisor

We are a Colorado limited liability company organized on March 5, 2015. We operate under the names “Rush Bowls Franchising” and “Rush Bowls.” Our principal business address is 11031 Sheridan Boulevard, Suite 100, Westminster, Colorado 80020. Our agent for service of process is [Frascona, Joiner, Goodman and Greenstein, P.C. at 4750 Table Mesa Drive, Boulder, Colorado 80305.](#) We have offered franchises for Restaurants since March, 2015. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document. We have no parents or predecessors.

We have three affiliates.

RB CPG LLC (“CPG”) is a Colorado limited liability company organized on October 16, 2025, whose principal business address is 11031 Sheridan Boulevard, Suite 100, Westminster, Colorado 80020. CPG owns and operates our packaged foods business and manufactures frozen products for sale to supermarkets and other locations. CPG doesn’t currently sell these products to our franchisees, but reserves the right to do so in the future.

LR Industries, Inc. (“LR”) is a Colorado corporation incorporated on May 13, 2004, whose principal business address is 5078 Cottonwood Drive, Boulder, Colorado 80301. LR owns and has operated the Restaurant at 1207 13th Street, Boulder, Colorado 80302 since 2004. LR also owns the trademarks for “Rush Bowls” and licenses them to us.

WLR Industries, Inc. (“WLR”) is a Colorado corporation incorporated on May 20, 2009, whose principal business address is 5078 Cottonwood Drive, Boulder, Colorado 80301. WLR does not currently conduct any business operations and is a dormant entity.

None of our affiliates has ever offered franchises for Restaurants or for franchises in any other line of business.

The Franchise

Restaurants offer wholesome, all-natural high-quality bowls and smoothies made from acai, fruit, granola, and other ingredients under our system (the “System”) using our trademarks, service marks, trade names, and logos (the “Marks”) from a Brick Restaurant or a Food Truck. Brick Restaurants, Food Trucks, and Combos will be referred to as “Restaurants” in this Franchise Disclosure Document. We offer franchises for a single Restaurant and area development franchises for the right to open multiple Restaurants.

You will sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (the “Franchise Agreement”). Your Franchise Agreement will permit you to operate a single Brick Restaurant, a single Food Truck, or a Combo within a specified geographic territory (a “Protected



Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Local and Regional Advertising Cooperatives ⁽³⁾	Determined by cooperative members; up to 4% of Gross Sales	Determined by cooperative members	We do not currently do not have a cooperative, but we reserve the right to <u>may establish one or more cooperatives</u> in the future. If a local or regional cooperative is established, <u>Contribution</u> amounts will be determined by the cooperative members. We anticipate that each <u>Each</u> franchisee and each franchisor-owned outlet will have one vote for each Restaurant operating in the designated market. Each Restaurant we own that exists within the cooperative's area in the market will contribute to the cooperative on the same basis as of franchisees and we will not have controlling voting power. Item 11 contains more information about cooperatives.
Food Truck Addition	\$10,500	On demand	Payable if you elect and we allow you to convert your Brick Restaurant into a Combo.
Unauthorized Advertising Fee	\$500 per occurrence	On demand	Payable to the Brand Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Technology Fee	Up to \$200 per month per location	Due on Thursday of each week	We do not currently charge this fee, but we may charge up to \$200 per month per each Restaurant you own upon 30 days' written notice. This fee may be assessed for any technology-related services. We may upgrade, modify, and add new software in our discretion. The technology fee may be increased by up to 10% each year. You will be responsible for any increase in fees that result from any upgrades, modifications, or additional software.
Non-Compliance Fee ⁽⁴⁾	\$500 per day per incident	On demand	Payable if you receive notice that you are failing to follow our system standards, comply with the provisions of your Franchise Agreement, or follow the provisions of our operations manual (the "Manual"). This fee is in addition to any other rights we have under your Franchise Agreement (including termination) and is intended to offset damages we incur from your default. This fee is not intended as a penalty.
Insurance	Reimbursement of our costs plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you will reimburse us for the cost of insurance obtained plus 20% of the premium as an administrative cost for obtaining the insurance.



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Vehicle Cost ⁽¹²⁾	\$20,000	\$100,000	As incurred	As incurred	Suppliers or vendors
Food Truck Labor Cost	\$7,500	\$20,000	As incurred	As incurred	Suppliers
Wages, Travel Expenses, and Living Expenses During Off-site Training ⁽³⁾	\$0	\$10,000	As incurred	As incurred	Employees, airlines, hotels, and similar businesses
Furniture, Fixtures, Supplies, Décor, Inventory, and Equipment ⁽⁴⁾	\$15,000	\$50,000	As incurred	As incurred	Suppliers or leasing companies
Food Truck Wrap ⁽¹²⁾	\$4,000	\$12,000	As incurred	As incurred	Suppliers
Point-of-Sale and Computer System ⁽⁶⁾	\$3,000	\$5,000	As incurred	As incurred	Suppliers
Licenses and Permits ⁽⁷⁾	\$1,000	\$5,000	Lump sum	Before opening	Government agencies
Grand Opening ⁽⁹⁾	\$3,000	\$6,500	As incurred	Before opening	Suppliers
Food Truck Grand Opening Training Fee ⁽¹⁰⁾	\$9,000	\$9,000	Lump sum	Upon invoice	Us
Webpage Set Up Fee ⁽¹¹⁾	\$1,000	\$1,000	Lump sum	Before opening	Vendor
Additional Funds – Three Months ⁽¹³⁾	\$15,000	\$25,000	As incurred	As incurred	Landlords, suppliers, and utilities
TOTAL ESTIMATED INITIAL INVESTMENT	\$97,400	\$264,500			

YOUR ESTIMATED INITIAL INVESTMENT (COMBO)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Combo Franchise Fee ⁽¹⁾	\$40,050	\$44,500 \$45,000	Lump sum	When you sign your Franchise Agreement	Us
Leasehold Improvements and Rent – Three Months ⁽²⁾	\$70,000	\$325,000	As incurred	As incurred	Suppliers or vendors



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Vehicle Cost ⁽¹²⁾	\$20,000	\$100,000	As incurred	As incurred	Suppliers or vendors
Wages, Travel Expenses, and Living Expenses During Off-site Training ⁽³⁾	\$0	\$10,000	As incurred	As incurred	Employees, airlines, hotels, and similar businesses
Furniture, Fixtures, Supplies, Décor, Inventory, and Equipment ⁽⁴⁾	\$63,000	\$140,000	As incurred	As incurred	Suppliers or leasing companies
Food Truck Wrap ⁽¹²⁾	\$4,000	\$12,000	As incurred	As incurred	Suppliers
Point-of-Sale and Computer System ⁽⁶⁾	\$3,000	\$5,000	As incurred	As incurred	Suppliers
Licenses and Permits ⁽⁷⁾	\$1,000	\$5,000	Lump sum	Before opening	Government agencies
Grand Opening ⁽⁹⁾	\$3,000	\$6,500	As incurred	Before opening	Suppliers
Grand Opening Training Fee ⁽¹⁰⁾	\$10,500	\$10,500	Lump sum	Upon invoice	Us
Webpage Set Up Fee ⁽¹¹⁾	\$1,000	\$1,000	Lump sum	Before opening	Vendor
Additional Funds – Three Months ⁽¹³⁾	\$15,000	\$25,000	As incurred	As incurred	Landlords, suppliers, and utilities
TOTAL ESTIMATED INITIAL INVESTMENT	\$230,550	\$684,500685,000			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur to establish and begin the operation of your Restaurant. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances. All expenses payable to third parties may be refundable or non-refundable as you arrange with the third parties.

1. Initial Franchise Fee. This estimate is for a single Restaurant.
2. Leasehold Improvements and Rent – Three Months. This estimate does not include any construction allowances that may be offered by your landlord. This estimate includes expenses you will incur to build out your location including all costs required to set up your equipment. Actual building and construction costs will vary depending upon the condition and size of the premises for your Restaurant and local construction costs. This estimate includes three months of lease payments and is based on premises of approximately 500 to 1,500 square feet. Your actual rent payments may vary depending upon your location and your market's retail lease rates. See



11. Webpage Set Up Fee. You will pay the webpage set up fee directly to our digital marketing vendor to set up your webpage and for your first five months of hosting service, after which hosting service costs will be paid by your ongoing Brand Fund Contributions (defined below).
12. Vehicle Cost. You must lease or own a specialized refrigerated food truck or a trailer approximately fifteen feet long by ten feet wide. The interior will be designed according to the generic plans we deliver to you that your fabricator will use to construct your food truck or trailer. The low estimate represents the approximate cost of an acceptable trailer and the high number represents the approximate cost of an acceptable food truck. Your costs will vary depending on any extras you may want in your build-out, your location in the country, and stock availability and may be significantly greater.
13. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Restaurant. They include payroll, uniforms, administrative, janitorial, maintenance, utilities, and other items. They do not include standard pre-opening expenses, Royalties, or advertising fees payable under your Franchise Agreement or any debt service. They assume that none of your expenses are offset by any sales generated during your start-up phase. For purposes of this disclosure, we estimate the start-up phase to be three months from the date your Restaurant opens for business. ~~These figures are estimates and we cannot guarantee that you will not have additional expenses when opening your Restaurant.~~ We relied on our franchising experience since 2015 and LR's experience operating company-owned Restaurants to formulate these amounts.

Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Development Fee ⁽¹⁾	Multi-3 \$70,000 Multi-5 \$90,000	Multi-3 \$70,000 Multi-5 \$90,000	Lump sum	At the time you sign your Area Development Agreement	Us
Initial Investment for Your First Restaurant ⁽²⁾	\$78,500	\$640,000	Per tables above	Per tables above	Per tables above
TOTAL ESTIMATED INITIAL INVESTMENT ⁽³⁾	Multi-3 \$148,500 Multi-5 \$168,500	Multi-3 \$710,000 Multi-5 \$730,000			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Restaurants under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenses payable to us are non-refundable except as you may otherwise arrange with us.

1. Development Fee. If you sign an Area Development Agreement to develop a mutually-agreed number of Restaurants, you will pay a Development Fee. We typically only authorize parties to develop either three or five Restaurants under an Area Development Agreement. The Development Fee for the Multi-3 is \$70,000 and the Development Fee for the Multi-5 is \$90,000. The Development Fee is payable when you sign your Area Development Agreement, fully earned immediately upon receipt, and non-refundable regardless of whether you open any Restaurants.



Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Section 20	(i) Complete de-identification, (ii) payment of amounts due including, without limitation, gift card liability, (iii) return of the Manual, all Confidential Information, Trade Secrets, and records, and (iv) compliance with all other applicable requirements including, without limitation, non-competition covenants.
j. Assignment of contract by franchisor	Section 17.1	There is no restriction on our right to assign.
k. "Transfer" by franchisee – defined	Section 32.37	Transfer includes any voluntary, involuntary, direct, or indirect sale, assignment, pledge, bequeath, trade, transfer, lease, or sublease.
l. Franchisor approval of transfer by franchisee	Sections 17.3 and 17.4	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 17.3	(i) New owner has sufficient business experience and financial resources to operate your Restaurant, (ii) we approve your transfer documentation, (iii) you pay all amounts due, (iv) new owner and employees complete an initial training program, (v) landlord consents to lease transfer, (vi) transfer fee payment, (vii) you sign a general release, (viii) new owner agrees to bring your Restaurant up to our current standards, (ix) new owner signs a new franchise agreement in the then-current form, (x) you observe all applicable provisions including, without limitation, non-competition covenants, and (xi) you reimburse us for any broker commissions or placement fees.
n. Franchisor's right of first refusal to acquire franchisee's business	Sections 21.1 and 21.8	We have 30 days to match any offer for your Rush Bowls franchise.
o. Franchisor's option to purchase franchisee's business	Sections 21.1 and 21.10	We may, but are not required to, purchase your Rush Bowls franchise, inventory, or equipment at fair market value if your Franchise Agreement is terminated for any reason.
p. Death or disability of franchisee	Section 17.2	Your Franchise Agreement may be transferred or assigned to a qualified party after death or disability.
q. Non-competition covenants during the term of the franchise	Section 23.2	You may not interfere with our or our other franchisees' Restaurants. You may not participate in a diverting business, have an ownership interest in, loan money to, or perform services for a competitive business anywhere (subject to applicable state law —). You may not interfere with our or our other franchisees' Restaurants.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Sections 23.3 and 23.4	Owners may not have an interest in, own, manage, operate, finance, control, or participate in any competitive business within ten miles of your Restaurant or any other Restaurant, or within any Protected Area or Development Territory granted by us pursuant to an Area Development Agreement or other territorial agreement for two years (subject to applicable state law).
s. Modification of agreement	Section 28.3	No modifications of your Franchise Agreement during the term may be made unless agreed to in writing, but the Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 28.4	Only the terms of your Franchise Agreement and other related written agreements are binding subject to applicable state law. Any representations or promises outside of this Franchise Disclosure Document or your Franchise Agreement may not be enforceable. <u>Only the terms of your Franchise Agreement and other related written agreements are binding (subject to applicable state law).</u>
u. Dispute resolution by arbitration or mediation	Section 27	Except for certain claims, all disputes must be mediated and negotiated in the city closest to our principal place of business (currently, Westminster, Colorado) (subject to applicable state law).
v. Choice of forum	Section 27.7	All disputes must be mediated, negotiated, and litigated as applicable in the city closest to our principal place of business (currently, Westminster, Colorado) (subject to applicable state law).
w. Choice of law	Section 27.7	Colorado law applies (subject to applicable state law).

THE AREA DEVELOPER RELATIONSHIP

This table lists certain important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Area Development Agreement	Summary
a. Length of agreement term	Section 1.2	Until the expiration or termination of your Area Development Agreement.
b. Renewal or extension of the term	Not applicable	Not applicable.
c. Requirements for area developer to renew or extend	Not applicable	Not applicable.
d. Termination by area developer	Not applicable	Subject to applicable state law, you You may terminate your Area Development Agreement upon any grounds permitted by law. <u>(subject to applicable state law).</u>



Provision	Section in Area Development Agreement	Summary
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Sections 4.2, 7.1, and 7.3	We can terminate if (i) you or any of your affiliates materially default under your Area Development Agreement, any individual Franchise Agreement, or any other agreement with us or (ii) you fail to comply with your Development Schedule.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	Sections 4.2, 7.1, and 7.3	If you default on your Area Development Agreement, any individual Franchise Agreement, or any other agreement with us, or if you fail to comply with your Development Schedule.
i. Area developer's obligations on termination/non-renewal	Section 7.4	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.
j. Assignment of the contract by franchisor	Section 8.1	No restrictions on our right to assign your Area Development Agreement.
k. "Transfer" by area developer – definition	Not applicable	Not applicable.
l. Franchisor approval of transfer by area developer	Section 8.2	You may not assign your Area Development Agreement or any rights to your Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire area developer's business	Not applicable	Not applicable.
o. Franchisor's option to purchase area developer's business	Not applicable	Not applicable.
p. Death or disability of area developer	Section 7.2	Your Area Development Agreement may be transferred or assigned to a qualified party after death or disability.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable.
s. Modification of the agreement	Section 10	No modifications of your Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 10	Only the terms of your Area Development Agreement are binding subject to applicable state law. Any representations or promises outside of this Franchise Disclosure Document and your Area Development Agreement may not be enforceable. <u>Only the terms of your Area Development Agreement are binding (subject to applicable state law).</u>

Provision	Section in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 13	Except for certain claims, all disputes must be mediated and negotiated in the city closest to our principal place of business (currently, Westminster, Colorado) (subject to applicable state law-).
v. Choice of forum	Section 13	All disputes must be mediated or litigated as applicable in the city closest to our principal place of business (currently, Westminster, Colorado) (subject to applicable state law-).
w. Choice of law	Section 13	Colorado law applies (subject to applicable state law-).

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 disclose information about the actual or potential financial performance of its franchised or franchisor-owned outlets if there is a reasonable basis for the information and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (i) a franchisor provides the actual records of an existing outlet you are considering buying, or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

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 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 Andrew Pudalov, 11031 Sheridan Boulevard, Suite 100, Westminster, Colorado 80020, franchisor@rushbowls.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

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State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Total Outlets	202 23	36	17	2	0	1	0	36
	202 34	50	11	6	0	0	5	50
	202 45	50	10	3	0	0	3	54

Table No. 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Ohio	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	1	0	0
Total Outlets	2023	2	0	1	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	1	0	2

Table No. 5
Projected Openings as of
December 31, 2025

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
California	3	1	0
Colorado	3	2	0
Kansas	1	0	0
Illinois	2	1	0
Iowa	1	0	0
North Carolina	1	1	0
Ohio	1	1	0
Texas	3	2	0
Utah	1	1	0
Washington	1	1	0
Total	17	10	0

The names, addresses, and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The names, last known addresses, and telephone numbers of every current franchisee and every franchisee who has had a Rush Bowls franchise terminated, cancelled,



28.2. Waiver. By written instrument signed by Franchisor and Franchisee, the parties may waive any obligation of or restriction upon the parties under the Agreement. Acceptance by Franchisor of any payment by Franchisee or Franchisee's failure, refusal, or neglect to exercise any right under the Agreement or insist upon full compliance by Franchisee of Franchisee's obligations under the Agreement will not constitute an ongoing waiver by Franchisor of any provision of the Agreement. Franchisor will have the absolute right to waive obligations or restrictions for other franchisees and developers without waiving those obligations or restrictions for Franchisee and Franchisor may negotiate terms and conditions, grant concessions, or waive obligations for other franchisees and developers without granting those same rights to Franchisee or incurring any liability to Franchisee whatsoever subject to applicable law.

28.3. No Oral Modification. No modification, change, addition, rescission, release, amendment, or waiver of the Agreement and no approval, consent, or authorization required by any provision of the Agreement may be made by any person except by a written agreement signed by a duly authorized officer or partner of Franchisee and Franchisor's Chief Executive Officer or Chief Financial Officer.

28.4. Entire Agreement. The Agreement supersedes and terminates all prior oral or written agreements between the parties involving the franchise relationship. Any representations, inducements, promises, or agreements alleged by either Franchisor or Franchisee that are not contained in the Agreement will not be enforceable. The Recitals are part of the Agreement and there are no other oral or written understandings or agreements between Franchisor and Franchisee relating to the subject matter of the Agreement. The Agreement will not supersede any written agreements or contracts that are signed concurrently with the Agreement. Any area development agreements or other franchise agreements between the parties will remain in full force and effect in accordance with the terms and conditions thereof and not be superseded by the Agreement. The parties acknowledge that this provision will not act as a disclaimer of any representations made by Franchisor in the Franchise Disclosure Document provided to Franchisee prior to Franchisee's execution of the Agreement. Nothing in the Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

28.5. Headings and Terms. The headings of the Sections are for convenience only and do not in any way define, limit, or construe the contents of the Sections. The term "Franchisee" is applicable to one or more individuals or an Entity, as the case may be, and the singular usage includes the plural, the masculine usage includes the neuter and the feminine, and the neuter usage includes the masculine and the feminine. References to "Franchisee," "assignee," and "transferee" that are applicable to an individual or individuals means owners of the equity or operating control of Franchisee or any assignee or transferee if Franchisee or the assignee or transferee is an Entity.

28.6. Miscellaneous. The rights of Franchisor under the Agreement are cumulative and no exercise or enforcement by Franchisor of any right or remedy under the Agreement will preclude the exercise or enforcement by Franchisor of any other right or remedy under the Agreement or which Franchisor is entitled by law to enforce. The Agreement is binding upon the parties to the Agreement and their executors, administrators, heirs, assigns, and successors in interest. If Franchisee consists of more than one person or Entity, liability under the Agreement will be joint and several.

28.7 Operation if Absence or Disability Occurs and Step-In Rights. To prevent any interruption of Franchisee's Restaurant's operations that would cause harm to the Franchise and lessen the value thereof, Franchisor has the right, but not the obligation, to step-in and designate an individual of Franchisor's choosing (an "Interim Manager") for so long as Franchisor deems necessary and practical to temporarily manage Franchisee's Restaurant (i) if Franchisee fails to comply with any provision of the Agreement and does not cure the failure within the time period specified by the Agreement or by Franchisor, (ii) if Franchisor determines in Franchisor's sole judgment that the operation of Franchisor's Restaurant is in

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

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 in connection with the franchise.

The Illinois Attorney General's Office has imposed a fee deferral requirement because of our financial condition. Item 5 and Item 7 of the FDD, Section 3.1 of the Franchise Agreement, and Section 3 of the Area Development Agreement are hereby revised to state that payment of all initial fees, including the Franchise Fee and Development Fee, will be deferred until after all of our initial obligations are complete and your franchise is open for business. The Development Fee will be deferred until the first franchise is open and operational.

~~Section 28.4 of the Franchise Agreement and Section 10 of the Area Development Agreement are hereby revised by the addition of the following: Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.~~

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal



EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California.

As you know, Rush Bowls Franchising, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement and an Area Development Agreement, if applicable, for the operation of a Rush Bowls franchise. **You cannot sign or date this Franchise Disclosure Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date the Franchise Disclosure Questionnaire the same day you sign the Franchise Agreement and Area Development Agreement (if applicable).** Please review each of the following questions carefully.

1. You affirm that you received and personally reviewed a Franchise Agreement, an Area Development Agreement (if applicable), and any attachments.
2. You affirm that you received and personally reviewed the Franchise Disclosure Document we provided to you at least 14 calendar days before (i) signing a Franchise Agreement, an Area Development Agreement (if applicable), or any related agreement, or (ii) paying any consideration to us on a nonrefundable basis.
3. You acknowledge that the success or failure of your independent franchised business will depend in large measure on your skills, abilities, and efforts and those of the persons you employ in addition to other factors beyond your control or our control including, without limitation, competition, cash flow, interest rates, the economy, inflation, labor costs, supply costs, and other factors.
4. You acknowledge that you must satisfactorily complete our initial training program before you may open your independent franchised business to the public.
5. You affirm that no employee or other person speaking our behalf has made any statement or promises to you regarding the costs you may incur to establish or operate your independent franchised business except the specific information disclosed in Item 6 or Item 7 of the Franchise Disclosure Document we provided to you.
6. You affirm that no employee or other person speaking on our behalf has made any statements or promises to you regarding any actual or potential income, profits, or return on your investment that your independent franchised business may or could potentially generate.
7. You affirm that no employee or other person speaking on our behalf has made any statement or promise regarding the likelihood of the success of your independent franchised business.
8. You acknowledge that the Franchise Agreement, the Area Development Agreement (if applicable), and any attachments contain the entire agreement between you and us and that you are not relying on any oral or written promises or representations that are not explicitly stated in the Franchise Agreement, the Area Development Agreement (if applicable), and any attachments or the Franchise Disclosure Document we provided to you.



9. You acknowledge that we are relying on the affirmations and acknowledgments you make in this Franchise Disclosure Questionnaire.

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS FRANCHISE DISCLOSURE QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

~~California franchisees should not complete this Franchise Disclosure Questionnaire. If any California franchisee completes this Franchise Disclosure Questionnaire, it is against California public policy, this Franchise Disclosure Questionnaire will be void and unenforceable, and we will destroy, disregard, and not rely on this Franchise Disclosure Questionnaire.~~

This Franchise Disclosure Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder. This Franchise Disclosure Questionnaire should not be executed by franchisees located in Washington.

