

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Remodeling Costs	The amount you incur to remodel your Franchised Location. These costs may range from \$50,000 to \$350,000 each time you remodel.	Payable to suppliers as incurred	You must remodel your Franchised Location in accordance with Champps Kitchen + Bar requirements. Champps Kitchen + Bar can require that you extensively remodel your Restaurant once every five to ten years. This does not include routine maintenance costs.
Third-Party Performance Measurement Evaluations (Note 1)	Estimated to range from \$250 to \$500 per inspection	Within 30 days after receipt of an invoice	Champps Kichen + Bar can utilize feedback and inspection programs to evaluate your operations, quality, compliance and food safety. Champps Kichen + Bar (in its sole discretion) may share the cost for these services upon the audit or inspection of your location if passing feedback is obtained.
Annual Meeting Registration Fee (Notes 1 and 5)	Up to \$1,000 plus incidental costs to attend	60-90 days prior to the Meeting	We will debit your account for this fee, which is non-refundable. This fee is charged to all franchisees whether or not they attend the Meeting.
Depository Account	\$3,000 (must be replenished on a regular basis) Minimum amount to be determined by us	Signing of Franchise Agreement	(Note 3)
Charitable Contributions	To be determined by us Up to \$5,000 annually	As determined by us Upon request	(Note 6)
Network Infrastructure Equipment and Security	\$3,500 to \$4,500	Upon invoicing	Payable to Champps Kitchen + Bar
Technology Support Fees (Notes 1 and 7)	\$200 to \$325 per month	As incurred	Payable to Champps Kitchen + Bar for ongoing technology support
Credit Card Processing Fee (Note 1)	None as of the Issuance Date, but subject to reasonable annual and/or service enhancement increases throughout the Term	As invoiced	

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Charges for Testing and Evaluation New Vendor Approval Fee (charges for testing and evaluation) (Note 1)	<u>A charge not to exceed the amounts incurred in connection with the inspection and the test, with such cumulative amount not to exceed \$5,000</u> Will vary under circumstances	As incurred Payable upon assessment (if you request our approval)	See Item 8 Payable by either you or the proposed supplier if you request our approval of a new or alternative supplier.
Renewal Franchise Fee (Note 1)	50% of the then-current Initial Franchise Fee not including any discounts or reductions	Signing of new Franchise Agreement at renewal	Applicable if you are renewing your Franchise Agreement. Renewal term is ten years.
Transfer Franchise Fee (Notes 1 and 10)	\$5,000	Prior to consummation of transfer	Payable if you are purchasing your Franchised Business as a result of a full transfer. A full transfer is including, but not limited to, a transfer of 50% or more ownership or control.
Relocation Fee (Note 1)	\$500	At signing of relocation amendment to Franchise Agreement	Payable if we approve the relocation of your store.
Non-participation Fee	\$100 per day if you fail or refuse to participate in any required national, local, regional, seasonal, promotional or other program, initiative and campaign or in any new or modified product or service test or offering.	Upon failing or refusing to participate	Payable to us.
Document Administration Fee	\$500 (Note 11)	As incurred	Applicable if an amendment must be prepared, including for an affiliate transfer.
Default Interest (Notes 1 and 12)	\$50 plus interest at 1-1/2% per month or maximum legal rate, if less ("Default Rate").	Payable upon assessment	Payable on all overdue amounts.
Document Late Charge (Notes 1 and 8)	\$100 per week or partial week	Payable upon assessment	Payable if any required financial statement, report or other document is delinquent.
Draft Draw Charge (Note 1 and 9)	\$100 per day	As incurred	Payable to us.

Notes:

(1) These fees are collected by Franchisor or its affiliate, are payable to Franchisor, and are non-refundable. These fees are uniformly imposed by Franchisor; however, Franchisor, in its sole discretion, may reduce or waive a one-time fee (*i.e.*, transfer franchise fee, renewal franchise fee, etc.) or may waive or reduce an ongoing fee (*i.e.*, Royalty Fee or Advertising Fees) for a defined period of time.

(2) In our sole discretion, we may charge, in addition to the Royalty Fee, a Surcharge of up to \$10 per week if your Restaurant is located in a state that imposes additional reporting requirements on a franchisor.

(3) At the time you sign the Franchise Agreement, you will set up a depository account of a minimum of \$3,000 with your local banking institution. You are required to maintain a minimum balance ~~as established by Franchisor of \$3,000~~ in this account at all times. This will mean that you must replenish the depository account to ~~such amount~~ \$3,000 after Franchisor makes any withdrawals. (A Pre-Authorized Electronic Funds Transfer Form by and payable to Franchisor is attached as Exhibit I).

(4) Franchisor directs that Advertising Fees be paid to us, a national advertising fund ("National Fund") designated by us, and/or, in our sole discretion, to a designated approved regional advertising fund ("Regional Fund," and together with the National Fund, the "Advertising Fund" or "Fund"). Upon sixty (60) days' notice by us to you, we may unilaterally increase the Advertising Fee from its current level by one half percent (.5%) of your weekly Gross Sales in any twelve-month period. We encourage the formation of franchisee local advertising associations (each an "LAA"). Currently, there is no established local advertising association. If a LAA is formed for your region, you must financially contribute to the LAA in addition to the National Fund, as required by us. Failure to do so will be deemed a breach of the Franchise Agreement and you may also, in Franchisor's sole discretion, lose your right to vote on decisions the LAA makes. The membership of the LAA is defined by us according to your market area. If no LAA exists where your Restaurant is located, your store will be considered a "single store" LAA and you must contribute to the Regional Fund for your store. In limited cases in our sole discretion (for example, certain international restaurants or non-traditional restaurants such as airport or university locations that require different advertising support), some stores may not be obligated to contribute to the Fund. For each of our company-owned or affiliate-owned restaurants, it's our policy that such restaurants make contributions to the Fund at a rate equal to the lowest rate a franchisee is then-required to contribute. Company-owned or affiliate-owned restaurants have the same voting power as franchisee owned restaurants. On our request, you must assist in establishing an LAA or in deciding how to allocate contributions we may make to the LAA. We reserve the right to establish general standards concerning the operation of an LAA, to specify the advertising agencies an LAA must retain, and to designate advertising programs an LAA must conduct. Notwithstanding anything to the contrary, no LAA may make decisions or spend advertising contributions without our prior written approval. (See Franchise Agreement – Section 5.4).

(5) If we hold an annual meeting (“Meeting”), the Meeting will be held at various locations throughout the United States and/or online as we may designate in our sole discretion, and may offer valuable continuing education programs. Because the planning and funding of the Meeting must be done well in advance and requires a substantial financial commitment, we have the right to debit your Depository Account for the Annual Meeting Registration Fee up to \$1,000 at any time 60 to 90 days prior to the first day of the Meeting. This fee is not refundable and will be debited from all franchisees’ accounts (even if you do not attend the Meeting). If you do not attend the Meeting, we will send to you one full set of the substantive materials that were presented at the Meeting.

(6) You must participate in all programs of a charitable nature designated by us from time-to-time, including the obligation to contribute a designated percentage of opening day sales (or sales for other periods), up to \$5,000 annually, to a charity designated by you or us, as we may elect.

(7) We may develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively “Additional Order Systems”). These may become mandatory at any time during the term of the Franchise Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with us and with third parties. To the extent these products and services are owned by us or an affiliate or provided to you by us or an affiliate, we may charge up front and/or ongoing fees that may be included as part of the Technology Fee. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations.

(8) If you fail to deliver or provide to us any statement, report or other document or information required to be delivered (for example, sales reports, certificates of insurance and financial statements), by the applicable deadline, you will be assessed a late charge per week, or part thereof (until that statement, document or other information has been delivered or provided), which amount may be increased by us from time to time.

(9) If you fail to provide us with any necessary information or documentation with respect to our practice of drawing drafts against your bank accounts, you will be assessed a fee in the amount of \$100 per day.

(10) If you want to transfer the restaurant or the Franchise, or if you want to sell more than 50% of the equity of your business, you must first give us a right of first refusal, at the same price offered by any bona fide buyer. Before transfer, we must approve any new franchisee, transferee, stockholder, or assignee.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 14.6	No involvement in any competing business, <u>subject to applicable state law.</u>
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Section 14.6	No competing business for 2 years at the location of the Restaurant or within 10 miles of another Champps Kitchen + Bar restaurant, <u>subject to applicable state law.</u>
s. Modification of the Agreement	Sections 4.5 and 16.13	Confidential Manual subject to change at any time; otherwise no modifications unless in writing and signed by both parties.
t. Integration/merger clause	Section 16.14	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 16.3	Any dispute that cannot be resolved by, or is not subject to, mediation shall be settled by arbitration administered by the American Arbitration Association in the county where the franchised business is located, before a single arbitrator who is licensed U.S. attorney with at least five years of franchise law experience. This does not apply to a dispute where we bring an action for an express obligation to pay monies, declaratory relief, preliminary or permanent equitable relief, any action for damage to Franchisor's goodwill, proprietary information, trademarks or for fraudulent conduct by the franchisee, or where a delay in the dispute resolution process may adversely affect the public. Disputes must be conducted on an individual basis only. Any issue regarding the validity or applicability of the class action waiver must be decided by a court. If the waiver is deemed unenforceable, arbitration will not apply.
v. Choice of forum	Section 16	Arbitration takes place in the county and state where the Franchised Business is located. For certain excluded disputes (e.g. IP, money owed, injunctive relief, urgent matters), the Franchisor may bring an action in any court having jurisdiction, and the Franchisee waives all objections to venue and jury trial.

	2025	1	0	0	0	0	1
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(1) Owned and operated by Franchisor's unaffiliated predecessor until April 2022 (see Item 1).

Table No. 5

Projected Openings as of November 30, 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
All States	0	0	0
Total	0	0	0

Exhibit K lists the names of all of operating franchisees, as well as the addresses and telephone numbers of their Restaurants as of November 30, 2025. Exhibit K also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee/area developer who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

Exhibit L lists all the Restaurants owned by Franchisor as of November 30, 2025.

If you buy this franchise, your contact information may be disclosed to other buyers during your time in and after you leave the franchise system.

During the last three (3) fiscal years, we have not signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experiences as a franchisee in our franchise system.

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are the unaudited interim financial statements ~~audited consolidated financial statements~~ of Franchisor's parent

company, MTY Franchising USA, Inc. (“Guarantor”) for the 13 weeks ended March 1, 2026. THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM. Also attached are the Guarantor’s audited consolidated financial statements for the fiscal years ended November 30, 2025, and 2024, and for the fiscal years ended on November 30, 2024, and 2023.

Guarantor absolutely and unconditionally guarantees to assume the duties and obligations of Franchisor under its franchise registration in each state where the franchise is registered, and under the Franchise Agreement, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns. (See Exhibit C: Performance Guaranty).

ITEM 22: CONTRACTS

Attached to this Disclosure Document are the following franchise-related contracts:

Exhibit D	Franchise Agreement
Exhibit E	Guaranty of Franchise Agreement
Exhibit F	Non-Disclosure and Non-Competition Agreement
Exhibit G	Collateral Assignment and Irrevocable Special Power of Attorney
Exhibit H	Required Lease Terms (Lease Addendum to Lease Agreement)
Exhibit I	Pre-Authorized Electronic Funds Transfer Form
Exhibit J	General Release for Renewal of Franchise Agreement
Exhibit K	List of Current/Former Franchisees
Exhibit L	List of Company-Owned Restaurants
Exhibit M	State Effective Dates
Exhibit N	Receipts

ITEM 23: RECEIPTS

Exhibit N to this Disclosure Document is a detachable receipt. You are to keep one copy and return the other copy to us.

ADDENDUM TO THE BQ CONCEPTS, LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

1. The following legends are added to the Risk Factors on the Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE, SECURITIES DIVISION, 85 7TH PLACE EAST, SUITE 500, ST. PAUL, MINNESOTA 55101, WHICH ADMINISTERS AND ENFORCES THE MINNESOTA FRANCHISE ACT.

2. The following Special Risk Factor is added to the Cover Page:

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

3. Pursuant to Minnesota Rules 604.113, in Item 6, the table entry in the second column pertaining to "Amount" for "Non-Sufficient Funds Fee" is hereby deleted and replaced with the following:

\$30 for each electronic funds transfer returned for non-sufficient funds; \$25 for each check or draft returned for non-sufficient funds

~~43.~~ 43. Paragraph 3 of Item 10 is deleted in its entirety.

5. The following paragraph is added to Item 13:

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

64. The following statement is added at the end of Item 17.c and 17.m:

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

~~75.~~ 75. The following statement is added at the end of 17.v and 17.w.:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

86. The following statement is added at the end of Item 17:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

97. The Summary in Item 17.v is deleted, and the following Summary is inserted in its place:

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

EXHIBIT B

TO THE FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

Consolidated interim financial statements of MTY Franchising USA, Inc.

For the 13 weeks ended March 1, 2026

MTY Franchising USA, Inc.**Consolidated interim statement of operations and comprehensive income**

For the 13 weeks ended March 1, 2026

(In thousands of US dollars)

(Unaudited)

	2026
	\$
Revenue	162,741
Costs and expenses	
Operating expenses	138,027
Depreciation – property, plant and equipment and right-of-use assets	2,982
Amortization – intangible assets	4,251
Interest expense	23,900
	169,160
Other income (expenses)	
Interest income	13,438
Loss on disposal of property, plant and equipment and intangible assets	(539)
Restructuring	711
	13,610
Income before income taxes	7,191
Income tax expense (recovery)	
Current	3,454
Deferred	(227)
	3,227
Net income and comprehensive income	3,964

MTY Franchising USA, Inc.
Consolidated interim balance sheet

As at March 1, 2026
(In thousands of US dollars)
(Unaudited)

	2026
	\$
Assets	
Current assets	
Cash	23,923
Restricted cash	9
Accounts receivable	31,094
Inventories	3,951
Current portion of loans receivable	389
Receivables from ultimate parent and parent company	243,855
Prepaid expenses and deposits	8,045
Other current assets	4,225
Income taxes receivable	2,941
	318,432
Non-current assets	
Loans receivable	35
Contract cost asset	4,653
Property, plant and equipment	40,231
Operating lease right-of-use assets	179,349
Intangible assets	555,716
Goodwill	346,490
	1,444,906
Liabilities	
Current liabilities	
Accounts payable	5,635
Accrued liabilities	29,890
Gift card liability	95,464
Promotional funds payable	6,894
Current portion of operating lease liabilities	37,017
Current portion of deferred revenue and deposits	4,968
	179,868
Non-current liabilities	
Long-term loan from parent and ultimate parent	715,585
Operating lease liabilities	146,375
Deferred revenue and deposits	32,468
Deferred income taxes	95,587
	1,169,883
Stockholder's equity	
Common stock	179,154
Retained earnings	95,869
	275,023
	1,444,906

5.5 Not Applicable.

5.6 Depository Account; Payment Procedures.

You are required to establish, at the time you execute this Agreement, and maintain for the duration of the Term a depository account ("Depository Account") at a bank or other federally insured financial institution ("Depository") under the same name as Franchisee under this Agreement. You will initially deposit no less than Three Thousand Dollars (\$3,000) ~~the amount set forth in the Confidential Manuals~~ into the Depository Account and are required to maintain ~~that as a balance~~ of at least Three Thousand Dollars (\$3,000) at all times during the Term by replenishing the Depository Account to at minimum Three Thousand Dollars (\$3,000) ~~the required minimum~~ after any withdrawals. We shall not be responsible for any bank service charges incurred by you which result from the withdrawal of funds from your Depository Account.

On Tuesday of each week by noon CST, you must submit a report to us regarding the weekly period which ended on the preceding Sunday, including details on Gross Sales and other statistical data as provided in this Agreement, Confidential Manual, or as otherwise specified from time to time by us. We will withdraw funds electronically on Tuesday of each week from the Depository Account. The withdrawals are based upon the figures you report and constitute the Royalty Fee and Advertising Fee as described in *Sections 5.2* and *5.3*. If you do not timely submit a report, we may estimate the Royalty Fee and Advertising Fee based upon prior reports and withdraw the estimated amounts. We will return or credit back to you, in our sole discretion, any overage within thirty (30) days after our receipt of your report(s). We shall not be responsible to you for any interest charges for any overage collected due to your failure to timely report your sales. You shall instruct the Depository to disburse each week to our designated bank, via electronic funds transfer by the close of business on Tuesday (or preceding banking business day, if Tuesday is a bank holiday), the weekly Royalty Fee and Advertising Fee and other fees due for that week, which week shall end on the preceding Sunday. The days of the week specified above may be modified by us without prior notice to or approval from you.

We will also withdraw any monthly fee from the Depository Account on or around the last Thursday of each month. Under no circumstances shall such access to the Depository Account be deemed control or joint control of the Depository Account by us.

Subject to reasonable advance notice for non-recurring payment amounts, we have the right to debit your Depository Account, or any other depository account you have with us, according to the terms of your Electronic Funds Transfer Authorization for any of the payments described in this Agreement. If you do not pay all amounts due by the due date, we may suspend our and our affiliates' services and support until your payment default is cured. Repeated failure to pay all amounts when due, whether or not the defaults are subsequently cured, may be cause for termination under *Article 14*.

You shall pay us Fifty Dollars (\$50) for each electronic funds transfer attempted from your Depository Account pursuant to this *Section 5.6* that is returned for non-sufficient funds. You shall also reimburse us for all other costs and expenses incurred by us in collecting or attempting to collect funds due to us from the Depository Account (for example, without limitation, charges for non-sufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Depository Account balance in accordance with the terms hereof). The Depository Account shall be established and maintained solely for the purposes set forth in this

court of competent jurisdiction determines that the restrictions in this paragraph are excessive in time, geographic scope, or otherwise, the court may reduce the restriction to the level that provides the maximum restriction allowed by law.

d. For purposes of this *Section 14.6*, “Conflicting Interest” means an interest by which you, or your executive officers, directors and shareholders (if you are a corporation), or your partners (if you are a partnership), or your members (if you are a limited liability company), or your designated manager, spouses, and/or guarantor(s) directly or indirectly, have a controlling interest in, lend money to, consult with or otherwise assist any Competing Business. If any of the persons named above do not sign this Agreement under the heading “Personal Acceptance of *Sections 7.1, 7.2, 14.6 and 14.8*,” then you agree to obtain the execution by such person of a written agreement setting forth the foregoing in a form acceptable to us.

This section 14.6 is subject to applicable state law.

14.7 Continuing Obligations.

All your obligations that expressly survive the expiration or termination of this Agreement, including *Sections 14.5 and 14.6*, or by the implicit nature thereof require performance after the expiration or termination of this Agreement, will continue in full force and effect (subsequent to, and notwithstanding, your abandonment of the Franchised Business (whether voluntary or involuntary) the expiration of the Term, or termination of this Agreement), until they are satisfied in full or by their nature expire. The indemnities and obligations set forth in *Article 8* will continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of this Agreement.

14.8 Remedies.

You acknowledge and agree that the restrictions contained in this Agreement, including in this *Article 14*, are fair and reasonable and necessary for the protection of our legitimate business interests and you intend and agree that such restrictions be enforceable and enforced to their fullest extent. You further understand and agree that, notwithstanding any other provision of this Agreement, your breach of your obligations under this *Article 14*, will cause us irreparable harm for which recovery of monetary damages alone would not be an adequate remedy. Both parties shall be entitled to obtain timely injunctive relief, including a temporary restraining order, preliminary and permanent injunctions, to protect their rights under this Agreement, in addition to and not exclusive of any and all other remedies available to each party.

14.9 Early Termination Damages.

If you discontinue operating your Franchised Business before this Agreement expires, with or without obtaining our prior written consent, or in the event of a termination of this Agreement arising from or related to your default and breach of its provisions, you will become obligated to pay Franchisor early termination damages (“Early Termination Damages”). The Early Termination Damages shall be considered damages and not a penalty, are not in lieu of other damages, and your payment of these damages shall not constitute a release of any other obligation owed to us. Franchisor, Franchisee, each individual signing on behalf of Franchisee, and each guarantor guaranteeing Franchisee’s obligations hereunder, hereby acknowledge and agree that Franchisor’s losses due to Franchisee’s unilateral closure of the Franchised Business or termination of this Agreement would be highly difficult or impossible to calculate with