

A few examples of other federal laws affecting many businesses are wage and hour, occupational health and safety, equal employment opportunity, taxes, hazardous materials communication to employees, hazardous waste and environmental, menu labeling and nutrition, and the Americans with Disabilities Act. State and federal privacy laws may require covered companies to maintain or completely destroy documents containing certain personal information. State laws may cover the same topics as federal laws. A few examples of other state laws affecting many businesses include environmental, occupational health and safety, fire, taxes, health, and building and construction laws. Local laws may cover the same topics as federal and state laws. A few examples of other local laws affecting many businesses include health and sanitation, building and zoning, fire safety, occupancy and social distancing requirements, other business permits and licenses, and waste disposal.

Some jurisdictions have special industry laws and licensing and certification requirements with which you may have to comply. For example, state regulations may govern the storage and handling of food. There may also be local ordinances and regulations governing food storage, menu labeling, food preparation, and serving. Your Wayback Burgers restaurant 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 such issues as: requiring employees to take a test and obtain a license as a food service worker, having accessible sinks and bathrooms for establishments of a certain size, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, refrigeration, etc.

If your Wayback Burgers restaurant will be located in the state of California, you will likely need to comply with Cal. Lab. Code §1474, et seq., which imposes certain additional employment and safety standards for national restaurants and franchisees of national brands.

The foregoing are examples of some, but not all of the laws that may be applicable to the franchised business described in this disclosure document. ~~The Franchise Agreement places the responsibility for knowing and complying with all applicable laws and regulations upon you, the franchisee.~~—You should research these requirements before you invest, and should consult with your own legal counsel.

Item 2. **BUSINESS EXPERIENCE**

Chief Executive Officer: John Eucalitto

Mr. Eucalitto has served as our Chief Executive Officer since January 2019, in Cheshire, Connecticut. From October 2008 to January 2019, he served as our President.

President: Patrick Conlin

Mr. Conlin has served as our President since January 2019, in Cheshire, Connecticut.

Type of Fee	Amount	Due Date	Remarks
Walmart Sublease Fees	Rent of 2% to 12% of gross revenues per month; insurance fee of \$0 to \$300 per month, common area maintenance fee of \$975 to \$2000 per month	As requested by Us	Payable to us only if you become our sublessee under a Sublease with us for operating a restaurant in a Walmart store. See Note 9.
Return Fee	\$50	As incurred	Payable to us for each electronic funds transfer from your depository account that is returned (e.g., for non-sufficient funds, or a closed or frozen account)

Except as stated above, you pay all fees to us. All fees are non-refundable and are uniformly imposed on all franchisees.

Note 1: “Gross Sales” as defined in the Franchise Agreement means all revenue from the sale of all products, merchandise, and services and all other income of every kind and nature at or from your Wayback Burgers restaurant or otherwise related to the restaurant, including, without limitation, any proceeds from business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit, sales to employees and managers not reduced by any discounts received in connection with the transaction of business with employees and managers, and sales to whatever extent required by us to conduct inspections. Gross Sales does not include any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority, or any reduction in revenue due to couponing. You must reimburse us for any sales, gross receipts, use, withholding, or similar tax (other than income tax) imposed on us by state or local governments with respect to any payments ~~to~~ you make to us under the Franchise Agreement.

The royalty begins on the date your restaurant opens to the public and continues for the duration of the term of the Franchise Agreement. The royalty is currently payable weekly, and is withdrawn electronically from your designated bank account, but we may change the time and the manner of payment.

Note 2: To ensure you are promoting your restaurant in your local area, you must pay us 2% of your weekly Gross Sales, which we will spend on local marketing, advertising, and promotion in the manner specified in our confidential manuals (the “Manuals”) or otherwise in writing. These amounts will be paid at the same time and in the same manner as the ongoing royalty.

Note 3: You must contribute 2% of your weekly Gross Sales to the franchise System’s advertising fund (“Wayback Burgers Advertising Fund”) which is used for maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System advertising, including related expenses. These amounts will be paid at the same time and in the same manner as the ongoing royalty.

Note 4: Our entitlement to interest is in addition to any other remedies we may have. You may not set off any payments due under the Franchise Agreement against any monetary claim you may have against us.

for the third restaurant). We credit \$35,000 of the development fee against the \$35,000 initial franchisee fee that would have been due with the execution of your first Franchise Agreement. We will credit \$20,000 portions of the total development fee to cover the \$20,000 initial franchise fees due under each Franchise Agreement for your second and third restaurants. If you develop more than three restaurants, your fees will be higher.

Note 2: The remainder of the estimated initial investment for your first restaurant is described in more detail in the first table in this Item 7, above.

To the extent required by state franchise administrators, certain states may require that we defer the development fee until our initial obligations are met. Please review the State Addenda attached to this disclosure document as Exhibit H.

* * * * *

All costs and payments listed in the charts above are ~~estimates only, and are~~ non-refundable unless otherwise stated or permitted by the payee. We relied on our affiliate's experience in the restaurant business to compile these estimates. We do not offer financing to you, directly or indirectly. The availability and terms of third-party financing depend on a number of factors, including availability of financing generally, your creditworthiness and available collateral, lending institutions' policies concerning the type of business you operate, and other comparable elements. We are not able to estimate your loan repayments to third parties.

Item 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases or Leases of Goods, Services, Supplies, Fixtures, Equipment, Inventory, Computer Software or Hardware and Real Property and Other Items. You must purchase your initial equipment package from suppliers designated by us. The initial equipment package includes restaurant equipment, including refrigerators, freezers, grills, fryers, small wares, tables, chairs and stools; a point-of-sale system; office equipment (computers and furniture); music system; and an audio and visual surveillance system. We and our affiliate are not approved suppliers of these or any other items you must use in your restaurant.

You may be required to participate in Internet and multi-area marketing programs, including national accounts programs, multi-area customer, Internet, yellow pages, directory, affinity, gift card and loyalty programs, contests and awards, and co-branding programs that we develop in the future. We may be the only approved supplier of these programs. Such programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees), and adherence to pricing to the extent permitted by law.

We may permit or require you to provide online ordering or delivery off the premises of your restaurant, either directly or through a specified online or digital ordering and delivery platform (collectively "Delivery Service"). You must not provide any online ordering or delivery without our prior, written approval. If we permit or require you to provide online ordering or delivery, we have the right to require that it be conducted in accordance with the then-current

limits on the cost or frequency of your obligation to do so. We estimate the ongoing cost to be approximately \$2,400 to \$7,500 per year.

The POS recordkeeping and control system and information processing and communications system will be used to record sales and items sold and to provide a breakdown of eat-in, take-out, call-in and delivery sales; to report to and communicate with us; for your accounting; and for other tasks that we may designate. We may have independent access to the information required in our reports, without limitation. You must transmit information to us weekly or at other intervals that we specify in the form and manner that we specify.

Computer systems are vulnerable in varying degrees to computer viruses, bugs, worms, spy-ware, power disruptions, communication line disruptions, Internet access failures, Internet content failures, hardware and software failures, and attacks by hackers and other unauthorized intruders and other disruptions. To protect yourself from these problems, you may need to continually update your firewalls, password protection, and anti-virus software, use backup systems, and take other steps to secure your systems.

Table of Contents of the Manuals. In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate your restaurant in accordance with the standards, methods, policies, and procedures specified in the Manuals. The Manuals are confidential and remain our property. We may revise the contents of the Manuals periodically, and you must comply with each new or changed standard. The table of contents of the Manuals, with the number of pages for each section, as of our latest fiscal year-end (unless another date is stated) is attached to this disclosure document as Exhibit K. The current total number of pages is 261 and the number of pages devoted to each subject is stated in Exhibit K.

Methods Used to Select the Location. We do not select the location of your franchised Wayback Burgers restaurant; ~~it is your responsibility to do so.~~ However, you must obtain our approval of the location. You must submit your proposed site to us for approval within 270 days of signing the Franchise Agreement. We will base our approval on factors such as cost, distance between locations, demographics of the surrounding area, traffic patterns, accessibility, general location and neighborhood, parking, and similar factors which we analyze based on our experience and our own subjective judgment. We may rely on third-party reports and analytics as part of our analysis. We may also conduct on-site evaluations as we deem necessary and appropriate. If we conduct an on-site evaluation of your proposed site, we reserve the right to require you to reimburse us for our expenses, including costs of travel, lodging and meals. We will notify you in writing of our approval or disapproval of your proposed site within 30 days. If you and we cannot agree on a site within 270 days, we may terminate the Franchise Agreement, and your initial fees will not be refunded. Except as it relates to our agreement with Walmart to lease space for Wayback Burgers restaurants in certain Walmart stores nationwide, as described above, we do not generally own or lease locations for franchisees' restaurants.

Training Program

(1) Initial Training. The initial mandatory training program will take place in Cheshire, Connecticut, or at another location that we choose. The duration is normally 15 days. This initial training will be provided to your individual majority owner and one designated manager.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			property, all disputes must be submitted first to non-binding mediation administered by the American Arbitration Association. All disputes not resolved by mediation must be submitted for arbitration before the American Arbitration Association in the county of our principal place of business at a location determined by us.
v.	Choice of forum	26.2, 26.3	All mediations and arbitrations will take place at a location determined by us in the county of our principal place of business, <u>(currently New Haven County, CT)</u> , except as subject to applicable state law (see State Addenda to this disclosure document), and except for certain claims for extraordinary relief.
w.	Choice of law	26.1	Connecticut state law, U.S. Federal Arbitration Act, and U.S. Federal Trademark Act (Lanham Act) all apply, except as subject to applicable state law (see State Addenda to this Disclosure Document).

Development Agreement

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a.	Length of the franchise term	4.1	The earlier of (1) the last date specified in the Development Schedule; or (2) the date when you have open and in operation all of the restaurants required by the Development Schedule.
b.	Renewal or extension	None	Not applicable.
c.	Requirements for franchisee to renew or extend	None	Not applicable.
d.	Termination by franchisee	None	Subject to state law.
e.	Termination by franchisor without cause	None	Not applicable.
f.	Termination by franchisor with cause	6	We have the right to terminate with cause.
g.	Cause defined – curable defaults	None	Not applicable.
h.	Cause defined – non-curable	6.1, 6.2	Non-curable defaults include: insolvency, bankruptcy, dissolution, foreclosure or other similar filings or proceedings; final or

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
	business		
p.	Death or disability of franchisee	7.6	Upon the death, physical incapacity, or mental incapacity of any person holding any interest in the Development Agreement, in Developer, or in all or substantially all of the assets of the Developer, an approved transfer must occur within 6 months. Transferee may assume existing agreement and not sign a new agreement, and no transfer fee is required but you must reimburse our out-of-pocket costs.
q.	Non-competition covenants during the term of the franchise	8.4	Subject to state law, during the term of the Development Agreement you may not own, maintain, operate, engage in, be employed by, provide assistance to, or have interest in any retail business which is substantially similar to a Wayback Burgers restaurant or sells substantially similar products as a Wayback Burgers restaurant.
r.	Non-competition covenants after the franchise is terminated or expires	8.5	Subject to state law, for 2 years after transfer, termination or expiration of the Development Agreement, or of a final order of a duly authorized, arbitrator, panel of arbitrators or court of competent jurisdiction regarding any of the foregoing you may not own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that (1) is substantially similar to a Wayback Burgers restaurant or sells substantially similar products a Wayback Burgers restaurant, and (2) is, or is intended to be, located at or within the Development Area; the county or municipality in which a restaurant developed by you is located; 25 miles of any restaurant developed by you; or 25 miles of any business operating under the Proprietary Marks.
s.	Modification of Agreement	13	All amendments, changes, or variances from the Development Agreement must be in writing.
t.	Integration/ merger clause	13	Subject to applicable state law, the Development Agreement and all referenced and attached documents constitute the entire, full, and complete agreement between the parties. Nothing in the Development Agreement or any related agreement is intended to disclaim the representations made in the latest franchise disclosure document furnished to you.
u.	Dispute resolution by arbitration or mediation	14.2, 14.3	Subject to state law, except for certain claims for immediate relief, claims for past-due amounts, or claims involving our confidential information or intellectual property, all disputes must be submitted first to non-binding mediation administered by the American Arbitration Association. All disputes not resolved by mediation must be submitted for arbitration before the American Arbitration Association in the county of our principal place of business at a location determined by us.
v.	Choice of forum	14.2, 14.3	All mediations and arbitrations will take place at a location determined by us in the county of our principal place of business.

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			(currently New Haven County, CT) , except as subject to applicable state law (see State Addenda to this disclosure document) and except for certain claims for extraordinary relief.
w.	Choice of law	14.1	Connecticut state law, U.S. Federal Arbitration Act, and U.S. Federal Trademark Act (Lanham Act) all apply, except as subject to applicable state law (see State Addenda to this disclosure document).

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Item 20.
OUTLETS AND FRANCHISEE INFORMATION

(Table No. 1)
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets Operating at the Start of the Year	Outlets Operating at the End of the Year	Net Change
Franchised*	2023	158	164	+6
	2024	164	179	+15
	2025	179	183	+4
Company-Owned**	2023	2	1	-1
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	160	165	+5
	2024	165	180	+15
	2025	180	184	+4

* [In 2025, 151 franchised outlets were operating within the United States at the start of the year, and 152 franchised outlets were operating within the United States at the end of the year.](#)

** Our affiliate Viddl's currently operates the company-owned ~~restaurant~~ [outlet](#). See Item 1.

(Table No. 2)
Transfers of Outlets from Franchisees to New Owners (other than Us)
For Years 2023 to 2025

State	Year	Number of Transfers
Arizona	2023	0
	2024	0
	2025	1
California	2023	1
	2024	0
	2025	1
Connecticut	2023	1
	2024	0
	2025	2
Florida	2023	0
	2024	0

State	Year	Number of Transfers
	2025	2
Maryland	2023	0
	2024	0
	2025	1
Nevada	2023	0
	2024	0
	2025	1
New Hampshire	2023	0
	2024	1
	2025	0
New York	2023	2
	2024	0
	2025	1
Ohio	2023	0
	2024	1
	2025	0
Oklahoma	2023	0
	2024	0
	2025	1
Oregon	2023	1
	2024	0
	2025	0
Pennsylvania	2023	1
	2024	4
	2025	1
South Carolina	2023	0
	2024	0
	2025	1
Texas	2023	4
	2024	0
	2025	3
Totals	2023	10
	2024	6
	2025	15

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets Operating at End of Year
Netherlands	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Pakistan	2023	2	0	0	0	0	2	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Saudi Arabia	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Africa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
United Arab Emirates	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals**	2023	158	21	3	0	0	12	164
	2024	164	25	5	1	0	4	179
	2025	179	14	0	0	0	10	183

* Individual franchisees may own multiple restaurants. See Exhibit F.

** [In 2025, 151 franchised outlets were operating within the United States at the start of the year; 9 outlets opened and 8 ceased operations for other reasons, resulting in 152 franchised outlets operating within the United States at the end of the year.](#)

(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
Connecticut	2023	2	1	0	0	2	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	2	1	0	0	2	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter St. NE, Rm 410 Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex – Bldg. 69-1 Cranston, RI 02920 (401) 462-9527	Associate Director and Superintendent of Securities Division of Securities 1511 Pontiac Avenue John O. Pastore Complex–Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
SOUTH DAKOTA	Director of the Division of Securities Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104, 2 nd Floor Pierre, SD 57501 (605) 773-3563	Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104, 2 nd Floor Pierre, SD 57501 (605) 773-3563
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84114 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director Department Washington Dept. of Financial Institutions Securities Division PO Box 41200 150 Israel Road SW Olympia Tumwater , WA 98504-1200 98501	Securities Division Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	<i>Pending</i>
Hawaii	<i>Pending</i>
Illinois	March 23, 2026
Indiana	<i>Pending</i> April 22, 2026
Maryland	March 23, 2026
Michigan	August 9, 2026
Minnesota	<i>Pending</i>
New York	April 3, 2026
North Dakota	<i>Pending</i> March 23, 2026
Rhode Island	<i>Pending</i>
South Dakota	April 1, 2026
Virginia	March 25, 2026
Washington	<i>Pending</i>
Wisconsin	March 27, 2026

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.

WAYBACK BURGERS
FRANCHISE AGREEMENT

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18.2.2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.2.3 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee.

18.3 Franchisee Limited Liability Company. If Franchisee or any successor to or assignee of Franchisee is a limited liability company, it shall comply with the following requirements:

18.3.1 Franchisee must be newly organized, and the articles of incorporation must at all times provide that the Franchisee's activities are confined exclusively to operating the Franchised Business;

18.3.2 Franchisee shall furnish Franchisor with a copy of its articles of organization and operating agreement as well as such other governing documents as Franchisor may reasonably request, and any amendments thereto;

18.3.3 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.3.4 Franchisee shall prepare and furnish to Franchisor, upon request, a list of all members in Franchisee or parties that hold any ownership interest in the Franchisee.

18.4 Guaranty and Indemnification. If Franchisee is a corporation, partnership or limited liability company, or if any successor to or assignee of Franchisee is a partnership or limited liability company, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit E.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 Payment of Taxes. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement. Specifically, in the event any jurisdiction imposes or seeks to impose any taxes on Franchisor (other than income taxes) as a result of or in connection with the transactions contemplated by this Agreement or receipt of payment therefor, Franchisee agrees to indemnify and hold Franchisor harmless on an after-tax basis, for the full amount of: (a) any such taxes and any penalties, interest, or additional taxes with respect thereto (collectively "Tax Liabilities"); (b) any expenses incurred in connection with contesting the imposition of such Tax Liabilities; and (c) any other costs or expenses incurred in connection therewith.

HAWAII

THIS FRANCHISE HAS 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 RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Item 17 of the Franchise Disclosure Document, Section 27 of the Franchise Agreement (under the heading "Acknowledgements"), and Section 16 of the Development Agreement (under the heading "Acknowledgements, Representations, and Warranties") are each hereby amended by adding the following language:

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.

ILLINOIS

1. Illinois law governs the Franchise Agreement(s).
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. 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.

~~5. Item 5 of the Disclosure Document, Section 4 of the Franchise Agreement, Section 2 of the Development Agreement, and Article IV of the Sublease Agreement are amended to provide that all initial fees and payments will be deferred until we have satisfied all of our pre-opening obligations to you, and~~

~~your first franchised restaurant is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.~~

~~5.6.~~ For the avoidance of doubt, 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.

MARYLAND

Fee Deferral. Based upon our financial condition, the Maryland Securities Commissioner has imposed a fee deferral requirement. Accordingly, Item 5 of the Disclosure Document, Section 4 of the Franchise Agreement, Section 2 of the Development Agreement, and Article IV of the Sublease Agreement are amended to provide that all initial fees and payments are paid when any initial pre-opening obligations to you are complete, and the first franchised restaurant is open for business.

Advertising Fund Expenditures. Item 11 of the Disclosure document is revised to state that upon written request, we will provide you with an unaudited accounting of annual expenditures from the Wayback Burgers Advertising Fund 120 after our fiscal year end.

General Release Limitation. Item 17 of Disclosure Document, and Sections of the Franchise Agreement and Development Agreement requiring that you sign a general release as a condition of renewal, sale and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Termination on Bankruptcy. Item 17 of the Disclosure Document and any provision in the Franchise Agreement and Development Agreement that provide for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Limitation of Claims. The Franchise Agreement and Development Agreement are revised to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. This limitation of claims provision shall not act to reduce the three-year statute of limitations afforded you for bringing a claim arising under the Maryland Franchise Registration and Disclosure law.

Venue. Item 17 of the Disclosure Document and any provisions of the Franchise Agreement and Development Agreement requiring you to file any lawsuit in a court outside the State of Maryland may not be enforceable under the Maryland Franchise Registration and Disclosure Law. The Franchise Agreement and Development Agreement are amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

No Waiver. Any provisions in the Franchise Agreement, Development Agreement or Franchise Disclosure Questionnaire requiring you disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

General Release. Exhibit H (Sample Mutual General Release) to the Disclosure Document is revised to state that the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

Based upon our financial condition, the Minnesota Department of Commerce has imposed a fee deferral requirement. Accordingly, Items 5 and 7 of the disclosure document, Section 4 of the Franchise Agreement, and Article IV of the Sublease Agreement are amended to provide that all initial fees will be paid when our pre-opening obligations to you are complete and the franchised restaurant is open for business. Section 2 of the Development Agreement is amended to provide that the portion of initial fees attributable to each franchised restaurant to be developed will be paid when we have completed our pre-opening obligations to you under the Franchise Agreement for such restaurant and the restaurant is open for business.

We will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document 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 the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, to the extent required by law, the disclosure document and the Franchise Agreement are modified so that we cannot require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Any statements in the disclosure document and Franchise Agreement stating that we are entitled to injunctive relief are amended to read "we may seek injunctive relief"; and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release. The disclosure document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

Pursuant to Minn. Stat. Sec. 80C.12, Subd. 1(g), to the extent required by law, the Franchise Agreement and Item 13 of the disclosure document are amended to state that we will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our primary trade name.

Provisions in the disclosure document and Franchise Agreement limiting your right to file claims, that are inconsistent with Minnesota Statute Sec. 80C.17, Subd. 5, are amended to the extent required by Minnesota law.

Pursuant to Minn. Stat. 604.113, the Return Fee described in Item 6 shall be \$30.

The following information is added to the cover page of the disclosure document:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE 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 EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY

RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.” The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

Item 17 of the Disclosure Document, Section 27 of the Franchise Agreement, under the heading “Acknowledgements,” and Section 16 of the Development Agreement, under the heading “Acknowledgements, Representations, and Warranties,” shall be amended by adding the following language:

For the avoidance of doubt, 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.

VIRGINIA

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, [Franchise Agreement, or Area Development Agreement](#), the following provisions will supersede and apply:

~~1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document shall be amended as follows:~~

1. Under subsection D of §13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

2. Under subdivision A4 of §13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of §13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

3. Pursuant to 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 ground for default or termination stated in the development agreement does 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.

~~2. Item 17 of the Franchise Disclosure Document shall be amended with the following language at the end of the item:~~

4. For the avoidance of doubt, 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.

35. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum to the [Franchise](#) Disclosure Document.

WASHINGTON

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, Development Agreement and All Related Agreements

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.