

REDLINED



FRANCHISE DISCLOSURE DOCUMENT

PC Americas Franchising, Inc.
a Delaware corporation
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The franchisee will operate a restaurant under the name Potato Corner® featuring classic and creative French fries in a variety of flavors as well as other potato snacks. The total initial investment necessary to begin operation of a Potato Corner® franchise ranges from \$400,000 to \$815,000. This includes \$25,000 to \$40,000 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Jorge Concepcion, 13925 City Center Drive, Suite 200, Chino Hills, California 91709; (909) 970-7150.

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 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 15, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit J.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Potato Corner® in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Potato Corner® franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.
2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **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

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibits

- A. List of State Franchise Administrators
- B. List of Agents for Service of Process

- C. Financial Statements
- D. Franchise Agreement and State-Specific Addenda (if any)
- E. State Specific Addenda to Franchise Disclosure Document
- F. Potato Corner® Standards Manual Table of Contents
- G. Lease Addendum
- H. Information on Affiliates
- I. Form of General Release
- J. Information on Franchisees
- K. Conversion Addendum

State Effective Dates Page

COPIES OF RECEIPT

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT. THE ADDITIONAL DISCLOSURES TO THE FRANCHISE DISCLOSURE DOCUMENT APPEAR IN THE STATE ADDENDA AT EXHIBIT E. THE STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT, IF ANY, APPEAR IN EXHIBIT D.

ITEM 1.

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “Potato Corner,” “we” or “us” mean the franchisor – PC Americas Franchising, Inc., a Delaware corporation. “You” means the person who buys the franchise. If the franchisee is a corporation, partnership, limited liability company or other entity, “you” may also refer to its owners. PC Americas Franchising, Inc. was formed on July 1, 2025. Our principal business address is: 13925 City Center Drive, Suite 200, Chino Hills, California 91709. Our telephone number is (909) 970-7150. Whenever an action requires our consent or approval, it means our written consent or approval which may be revoked.

Parents, Affiliates and Predecessor

Following is a list of our direct and indirect parents and their principal business addresses:

<u>Name of Parent</u>	<u>Principal Business Address of Parent</u>
SPAVI International USA, Inc.	13925 City Center Drive, Suite 200 Chino Hills, California 91709
Shakey’s Pizza Asia Ventures, Inc. (referred to as “SPAVI”)	Philippines KM 15 East Service Road Corner Marian Road 2 Barangay San Martin De Porres Paranaque City, Metro Manila 1700

Information about our affiliates that offer franchises is included in **Exhibit H**. Our affiliates offer and sell franchises to operate Potato Corner® businesses in many other countries. We also have affiliates that offer and sell franchises for Shakey’s Pizza businesses in various countries as well as other brands.

We have another affiliate, Shakey’s Pizza Commerce, Inc., that sells proprietary flavorings and other items to franchisees as of the date this Disclosure Document was issued. Its principal address is Wow Center, 15 Km East Service Road Corner, San Martin De Porres, Paranaque City, Philippines. We anticipate that will change to a different affiliate in the future.

SPAVI acquired the Potato Corner brand from Cinco Corporation, a Philippines corporation, that offered Potato Corner® franchises from 1993 to March 2022. SPAVI acquired the assets of the Potato Corner® system, including its trademarks and system, in March 2022. These assets included the right to use and sublicense the use of the trademarks used in the Potato Corner® system. SPAVI then licensed the right to use the Potato Corner® trademarks that had been owned by Cinco Corporation to us. This trademark license agreement is described in greater detail in Item 13. Cinco Corporation’s

principal business address is Unit 105, 419 Bulalakaw St. Plainview Mandaluyong City, Philippines. As of March 2022, there were approximately 780 Potato Corner® franchisees operating 1,272 Potato Corner® stores. These included approximately 18 franchises that were operated in the United States that were subfranchised by PCJV USA, LLC pursuant to an oral license agreement between Cinco Corporation and PCJV USA, LLC. SPAVI revoked the oral license agreement effective May 31, 2024.

Agents for Service of Process

Our agents for service of process are disclosed in **Exhibit B**.

Our Business

We are in the business of franchising the right to operate restaurants under the name “Potato Corner®” featuring classic and creative French fries in a variety of unique flavors as well as other potato snacks. The menu currently includes flavored French fries such as barbeque, cheese, sour cream, chili cheese, golden sweet corn white cheddar, wasabi, and truffle, as well as other potato snacks including hashbrowns, Jojos, Loopys, tater tots, waffle fries, and breaded chicken pops. We have also developed proprietary Potato Corner®-branded merchandise and products that you display and offer for sale at your location.

We do not currently operate Potato Corner® restaurants in the United States ourselves.

If we develop a delivery or catering program, we can require you to participate. Unless we do so, you may not conduct catering activities or delivery service.

The general market for the goods and services offered by Potato Corner® is the general public and is well developed and competitive. Your competitors include other restaurants specializing in potato snack offerings and other restaurants serving a wide variety of other foods.

Applicable Laws and Regulations

In addition to laws and regulations that apply to businesses generally, you may be subject to regulations relating to the operation of an eating and drinking establishment in your state, city or county, including those governing construction, site location, recognition of income from gift card sales, and redemption, and the sale of food and alcoholic beverages, as well as public health and safety codes and ordinances. These may include menu-labeling laws and regulations. They also include regulations concerning smoking, sanitation, discrimination, employment and sexual harassment laws as well as the Americans with Disabilities Act, which requires readily accessible accommodations for disabled individuals and may affect your operations. You should consult with your own independent advisors and the government agencies in your state for information on how these laws apply to you. You must also comply with all data protection and privacy laws. In particular, you may not copy, transfer or use data on current or past customers such as their names, addresses, phone numbers or email addresses, or provide that information to third parties.

ITEM 2.
BUSINESS EXPERIENCE

CEO, President and Chairman of the Board: Vicente L. Gregorio

Mr. Gregorio has served as our CEO, President and Chairman of the Board since our formation in July 2025. Mr. Gregorio has also served as President and Chief Executive Officer of SPAVI since March 2013. Since October 5, 2016, Mr. Gregorio has also been a member of the Board of Directors. From February 2003 to March 2013, Mr. Gregorio was the Executive Vice President and Chief Operating Officer of SPAVI. Mr. Gregorio is based in the Philippines.

Treasurer: Myrose April C. Victor

Ms. Victor has served as our Treasurer since our initial organization in July 2025. Ms. Victor has also served as Deputy Chief Financial Officer of SPAVI since May 20, 2025. Before that, Ms. Victor has had various positions with SPAVI: Corporate Strategy and Planning Director (September 2, 2024 to the present); Potato Corner Finance and Corporate Services Director (November 2022 to September 2, 2024) and Head of Investor Relations and Corporate Development (June 2021 to November 2022). Before that, from October 2020 to June 2021, Ms. Victor was Head of Finance for Dole Philippines. Ms. Victor is based in the Philippines.

Secretary: Maria Rosario L. Ybanez

Ms. Ybanez has served as our Secretary since our initial organization in July 2025. Ms. Ybanez has also served as Corporate Secretary of SPAVI since October 5, 2016. She concurrently is the Legal Counsel and Compliance Officer of Century Pacific Food, Inc. and its group of companies. Ms. Ybanez is based in the Philippines.

Vice Chairman of the Board: Richardo Gabriel T. Po

Mr. Po has served as Vice Chairman of the Board since our initial organization in July 2025. Mr. Po also serves as Vice Chairman of SPAVI and has done so since October 5, 2016. Mr. Po has concurrently served as Vice Chairman of Century Pacific Food, Inc. and Arthaland Corporation since March 28, 2012. Mr. Po is based in the Philippines.

U.S. Managing Director: Jorge Maria Q. Concepcion

Mr. Concepcion has served as our U.S. Managing Director since our initial organization in July 2025. Mr. Concepcion has also served as Shakey's Chief Operating Officer at SPAVI since January 1, 2024. Before that, he had been General Manager since February 2014. Mr. Concepcion is based in Chino Hills, California.

ITEM 3.

LITIGATION

Pending Action

Shakey's Pizza Asia Ventures, Inc v. PCJV USA, LLC et. al., United States District Court, Central District of California, Case No. 2:24-cv-04546-SB-AGR was filed on May 31, 2024 by Shakey's Pizza Asia Ventures, Inc (SPAVI) against (i) the holdover licensee of the Potato Corner brand in the United States, PCJV USA, LLC (PCJV) that had acted as the master franchisee for the Potato Corner brand in the United States, (ii) PCI Trading, LLC, PCJV's supply chain operator, (iii) GK Capital, LLC, PCJV's parent, (iv) Potato Corner LA Group, LLC, a predecessor to GK Capital, LLC, (v) Guy Koren, PCJV's President and CEO, and (vi) franchisees in which Mr. Koren has an indirect ownership interest, including NKM Capital Group, LLC, J & K Americana, LLC, J&K Lakewood, LLC, J&K Valley Fair, LLC, J & K Ontario, LLC, HLK Milpitas, LLC, GK Cerritos, LLC, and J&K PC Trucks, LLC. This case arises out of SPAVI's acquisition of the worldwide Potato Corner assets from Cinco Corporation (Cinco) in 2022, which included PCJV's license to use the Potato Corner brand in the United States. After being unable to negotiate a new license agreement with PCJV and because PCJV had made no royalty payment to SPAVI following the SPAVI acquisition, SPAVI terminated any license held by PCJV for the use of the Potato Corner brand and instituted this pending suit. Mr. Koren, PCI Trading, LLC, GK Capital, LLC, Potato Corner LA Group, LLC and NKM Capital Group, LLC have asserted counterclaims against SPAVI and third party claims against certain SPAVI affiliates and Cinco claiming ownership of the Potato Corner trademarks, or, alternatively, the right to use such marks indefinitely free from any royalty obligations, as well as various contract and tort claims arising out of Cinco's sale to SPAVI and SPAVI's termination of any license to PCJV. On November 14, 2024, the defendants were preliminarily enjoined from using any of the Potato Corner trademarks effective after the court concluded that SPAVI's claim of rights to the Potato Corner brand was likely to prevail and that the defendants were likely to be adjudicated as having infringed the Potato Corner trademarks by their continued use of the Potato Corner trademarks following SPAVI's termination of any license held by PCJV. On April 15, 2025, Koren and PCJV were held in civil contempt of court for having continued to use the prohibited marks. On May 19, 2025, that ruling was affirmed by the United States Court of Appeals for the Ninth Circuit. This matter is currently set for trial on a date to be determined by the court.

Prior Action

Cinco Corporation and Potato Corner International, Inc. v. Guy Koren, et. al, Los Angeles County Superior Court, No. BC701075, filed April 10, 2018. Cinco Corporation, our predecessor, and its subsidiary Potato Corner International, Inc. filed this case against the following Koren-affiliated Potato Corner store owners and officers of PCJV USA, LLC: Guy Koren, an individual; NKM Capital Group, LLC, a California limited liability company; J & K Americana, LLC, a California limited liability company; J & K Culver, LLC, a California limited liability company; J&K Lakewood, LLC, a California limited liability company; J&K Oakridge, LLC, a California limited liability company; J&K Valley Fair LLC,

a California limited liability company; J & K Capital LLC, a California limited liability company; J & K Ontario, LLC, a California limited liability company; J&K PC Trucks, LLC, a California limited liability company; J&K Consultants Group, LLC, a California limited liability company; GK Capital Group, LLC, a California limited liability company; Potato Corner LA Group, LLC; Ashley Grudnowsky; Emily Garcia; Thomas Hodgson; and Alon Koren. Potato Corner International, Inc. sued for breaches of fiduciary duty and aiding and abetting and fraud arising out of Koren and the officers of PCJV USA, LLC having used resources to benefit themselves at the expense of Potato Corner International, Inc. and Cinco Corporation, as well as the franchisees. PCJV USA, LLC was a nominal defendant but took positions adverse to Cinco Corporation and Potato Corner International, Inc. Cinco Corporation alleged fraud against Guy Koren arising out of statements made at the outset of the creation of PCJV USA, LLC and for payment for the use of its brand.

In response, Koren and his affiliates filed a cross-complaint on May 8, 2018 that was later amended, against all of the following: Cinco Corporation; Potato Corner International, Inc.; High-Five Corporation; Jose P. Magsaysay, Jr., an individual; Jose Miguel Ma. Montinola, an individual; Ricardo Enrique K. Montelibano, an individual; Ma. Victoria Bermejo, an individual; Ben Olivas, an individual; John Edward Hernandez, an individual; Chad Dominic Hernandez, an individual; Miguel Raymundo Hernandez, an individual; Myrose Victor, an individual; Marivic Del Pilar, an individual; Jose Marco Del Pilar, an individual; Dia Lacaba, an individual; Nicardo Falcis, an individual; Amir Jacoby, an individual; and Inbal Jacoby, an individual, alleging as to all that they breached fiduciary duties and committed fraud by attempting to terminate Guy Koren, for making accusations regarding his breaches (against Amir Jacoby and Inbal Jacoby) as well as for having allegedly failed to offer Guy Koren the right to acquire the shares of Cinco Corporation that had recently been sold, pursuant to a right of first refusal in the PCJV USA, LLC Operating Agreement. Amir Jacoby and Inbal Jacoby also cross claimed against each of the Koren affiliates named above and against Guy Koren alleging breaches of fiduciary duty and fraud based on his treatment as a member of the various Koren affiliates. On or around April 19, 2024, all parties entered into a settlement agreement providing that Potato Corner International, Inc. relinquished all membership interest in PCJV USA, LLC to GK Capital, LLC, for a certain price. The settlement also included dismissals of the complaint and cross-complaint and releases by the parties. The releases did not include certain claims challenging Cinco Corporation's sale of the Potato Corner brand, such that Koren can (and then did) claim that Cinco Corporation breached agreements with PCJV USA, LLC when it sold the brand to SPAVI. That is the subject of the pending action described above.

Other than the actions described above, no litigation is required to be disclosed in this Item.

ITEM 4.

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5.

INITIAL FEES

You pay a \$20,000 initial franchise fee in a lump sum when you sign the Franchise Agreement for your Potato Corner® restaurant.

You must also purchase an initial inventory of proprietary flavorings from us. We estimate that the cost of this initial inventory will be \$5,000 to \$20,000.

None of the initial fees or payments are refundable.

ITEM 6.

OTHER FEES

Franchise Agreement

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of gross revenues (5% of gross revenues if you are a former franchisee of PCJV USA, LLC that meets our criteria)	Weekly	See Note 1
System Marketing Fund Fee	1% of gross revenues	Same as Royalty Fee	See Note 2
Initial Training Fee	Reimbursement of our actual costs	Upon demand before training	See Note 3
Additional Training Fee	\$500 per trainer per day (at our location); plus actual costs and expenses if at a different location	Upon demand before training	See Note 4
Technology Fee	Up to \$500 per week; not currently charged	Monthly	See Note 5
Transfer Fee	50% of then-current initial franchise fee	Upon franchisee's application to transfer	See Note 6

Name of Fee	Amount	Due Date	Remarks
Audit Fee	Cost of the audit plus reimbursement of our actual costs and expenses	Upon demand	See Note 7
Successor Agreement Fee	50% of the then-current initial franchise fee	At least 90 days before renewal term begins	See Note 8
Mystery Shopper Fee	Up to \$500 per inspection	Upon demand	See Note 9
Quality Assurance Audit Fee	Reimbursement of our actual costs	Upon demand	See Note 10
Relocation Fee	\$3,000 plus reimbursement of our actual costs and expenses	When you request consent to relocation	See Note 11
Insufficient Funds Fee	\$200 per occurrence	Upon demand	See Note 12
Late Fee	2% per month or maximum amount permitted by law	When payment or report is overdue	See Note 13
Interest on Late Payments	Highest rate permitted by law	When payment is overdue	See Note 14
Reimbursement of Insurance or Lease Payments	Reimbursement of our actual costs	Upon demand	See Note 15
Indemnification	Payment of our actual costs	Upon demand	See Note 16
Cost of Appraisal	50% of cost	Upon demand	See Note 17
Attorney's Fees and Costs	Payment of our actual costs	Upon determination of prevailing party	See Note 18

ALL FEES ARE IMPOSED BY AND ARE PAYABLE TO US, UNLESS OTHERWISE NOTED. WE MAY VARY THE FREQUENCY AND METHOD OF PAYMENT. WE CURRENTLY REQUIRE YOU TO PAY FEES VIA ELECTRONIC FUNDS TRANSFER (EFT) FROM YOUR BANK ACCOUNT AS OF THE DATE THIS DISCLOSURE DOCUMENT WAS ISSUED BUT WE MAY CHANGE THE REQUIRED METHOD OF PAYMENT. ALL FEES ARE UNIFORMLY IMPOSED AND ARE NON-REFUNDABLE, UNLESS OTHERWISE NOTED. YOU MUST ALSO PROVIDE US WITH A DETAILED SUMMARY OF YOUR OVERALL BUSINESS ACTIVITY ON A WEEKLY BASIS WHEN THE EFT PAYMENT IS ASSESSED. IF YOU ARE LOCATED IN A STATE IN WHICH WE DO NOT HAVE AN OFFICE OR OTHER PHYSICAL PRESENCE, AND THE STATE OR LOCAL TAXING AUTHORITY IMPOSES A TAX ON ANY PAYMENT YOU ARE

REQUIRED TO MAKE TO US (EITHER BY REQUIRING YOU TO WITHHOLD THE AMOUNT OF THE TAX OR BY REQUIRING US TO PAY IT), YOU MUST PAY US THE DIFFERENCE BETWEEN THE PAYMENT AS ORIGINALLY CALCULATED AND THE PAYMENT WE RECEIVE FROM YOU AFTER DEDUCTING THE TAX IF WE DO NOT RECEIVE A REFUND OR CREDIT. WE WILL INVOICE YOU FOR ANY SUCH DIFFERENCE.

Notes:

1. Gross revenues means all revenues you receive from the operation of the Potato Corner (including any payments under your business interruption insurance coverage and condemnation awards), deducting only amounts paid to any governmental tax authority. This includes revenues from food and beverage sales, from sales of products and merchandise and from all other activities conducted by or through the restaurant. If we institute a gift card or other loyalty program, you may have to forego receiving revenues from gift card sales you make, but recognize and receive revenues from gift cards redeemed at your restaurant. You must also send us a detailed summary of your overall business activity on a form we designate with each royalty payment.
2. We have established a system marketing fund to which you must contribute a percentage of your gross revenues.
3. We do not charge a separate fee for providing initial training to you and up to three of your personnel, assuming they attend initial training at the same time. We may require you to reimburse us for our costs and expenses to provide initial training to additional or replacement personnel, to additional persons or to persons who attend at different times.
4. If you request additional training and we agree to provide it or if we determine that you or your personnel require additional training, we may charge this fee. Our expenses will consist of costs our personnel incur such as travel, accommodations and meals.
5. This fee may be used to cover the costs of your point-of-sale or back-of-the-office management system and items such as licensing or help desk fees for point-of-sale and other software, mobile app, CRM software, a franchise portal, and exposure on our website. We may collect all or a portion of this fee for a third party vendor. Your costs may vary from other franchisees depending on the amount charged by third party providers.
6. You must pay this fee when you submit an application to transfer your rights under the Franchise Agreement or any interest in an entity franchisee. We retain our expenses if we do not consent to the transfer. If you are an individual and you are transferring to a wholly-owned entity, you do not pay a transfer fee, but you must reimburse us for our out-of-pocket expenses in documenting the transfer. There are other conditions to your ability to transfer. See Item 17.
7. If during an audit we determine that you have underpaid or underreported your revenues, then you must pay the cost of the audit in addition to any additional royalty fees, system marketing fees and late fees you owe.

8. You must pay this fee at least 90 days before the beginning of the renewal term of your Franchise Agreement. If we do not consent to the renewal of your franchise because you do not comply with all of the conditions to renewal, we will retain our expenses. You must be in good standing to renew. There are other conditions to renewal. See Item 17.
9. If we establish a mystery shop program, you must pay the cost of such a program, which we estimate will be up to \$500 per inspection. This cost may increase in the future. We may collect this payment on behalf of the third party provider.
10. If we contract with a supplier to conduct quality assurance audits, you must pay the cost of the audit by paying the supplier directly or reimbursing us for the cost, at our option. As of the date this Disclosure Document was issued, we estimate this cost to be approximately \$250.
11. If you request our consent to the relocation of your business, you must pay us \$3,000 when you submit your request. You must also reimburse us any travel expenses for our assistance in evaluating the new site, reviewing your building plans and other services. This fee is not refundable.
12. We will collect monies from you via electronic funds transfer. In the event of insufficient funds within your account (or, if we change your method of payment, a returned check) you must pay a fee of \$200 per occurrence.
13. If you do not submit any report or pay any amount when due, you must pay a late charge of 2% per month, or the maximum rate permitted by law, if less.
14. If you do not pay any amount when due, we may charge you interest at the highest rate permitted by law until the amount is paid.
15. If you fail to obtain insurance as required by the Franchise Agreement, we may obtain insurance on your behalf and you must reimburse us for the cost of obtaining such insurance. If you default on your lease or any other payments you owe and we choose to make expenditures to cure your default, you must reimburse us.
16. You must hold harmless, indemnify and defend us and our affiliates, partners, officers, directors, owners, agents and representatives and pay for any claims and losses to us resulting from your actions or failure to act.
17. If we exercise our right to purchase the assets of your business upon termination or expiration of the Franchise Agreement, and you and we do not agree on the fair market value of the assets, we will jointly select an appraiser and each pay 50% of the cost of the appraisal of the assets.
18. If there is a dispute between us, the prevailing party will be entitled to attorney's fees and costs. If we obtain injunctive relief against you because you breach the Franchise Agreement's provisions concerning use of our trademarks, trade secrets or confidential information or if you do not comply with your obligations under the Franchise

Agreement upon termination or expiration, you must also reimburse us for our attorney's fees and costs.

ITEM 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$20,000	Via cash, wire or certified check	At signing of Franchise Agreement	Us
Rent (Note 1)	\$25,000 - \$60,000	As arranged with provider	As incurred	Landlord
Utility & Security Deposits	\$5,000 - \$10,000	As arranged with provider	As incurred	Landlord; Utility Companies
Licenses & Permits	\$5,000 - \$10,000	As arranged with provider	As incurred	Regulatory Agencies
Design & Architectural Fees	\$10,000 - \$35,000	As arranged with provider	As incurred	Architects
Leasehold Improvements (Note 2)	\$200,000 - \$400,000	As arranged with provider	As incurred	Landlord; Suppliers; Contractors
Signage	\$10,000 - \$20,000	As arranged with provider	As incurred	Suppliers
Furniture & Fixtures	\$5,000 - \$10,000	As arranged with provider	As incurred	Suppliers
POS/Back Office System	\$5,000 - \$10,000	As arranged with provider	As incurred	Suppliers
Equipment	\$60,000 - \$120,000	As arranged with provider	As incurred	Suppliers
Professional Services (Note 3)	\$5,000 - \$10,000	As arranged with provider	As incurred	Attorney, Advisors
Initial Inventory (Note 4)	\$10,000 - \$20,000	Via wire transfer, cash or certified check to us; as arranged with provider	As incurred	Us and Suppliers
Insurance	\$5,000 - \$10,000	As arranged with provider	As incurred	Insurance Company

Travel & Living Expenses While Training (Note 5)	\$5,000 - \$10,000	As arranged with provider	During training	Airlines, hotels, restaurants and other vendors
Grand Opening Advertising (Note 6)	\$5,000 to \$10,000	As arranged with provider	As incurred	Media and other vendors
Additional Funds - 3 Months (Note 7)	\$25,000 - \$60,000	As arranged with provider	As incurred	Employees and suppliers
TOTAL (Note 8)	\$400,000 - \$815,000			

THE AMOUNTS PAYABLE TO US ARE NONREFUNDABLE UNLESS OTHERWISE NOTED. THE REFUNDABILITY OF OTHER AMOUNTS DEPENDS UPON YOUR AGREEMENT WITH THE APPLICABLE SUPPLIER OR OTHER PARTY.

Notes:

1. The estimates in this chart include three months' rent and are based on a Potato Corner restaurant with approximately 300 to 600 square feet. Locations are typically in shopping malls.
2. This estimate includes amounts needed for construction, remodeling, decorating costs and any other leasehold improvements.
3. This figure includes our estimate of the cost for you to consult with independent legal and other professional advisors.
4. This estimate is also based on a restaurant with approximately 300 to 600 square feet. The amount of initial inventory you purchase will depend on the size and type of geographic location of your restaurant and the demographics of the population in the area.
5. This amount includes our estimate of the cost for a total of up to three people to travel to initial training. This amount varies depending on how far you are from our training location and on the number of people attending training.
6. This figure is the amount that you must spend on marketing and promotions before you open your business and after the opening of your business.
7. This estimates the amount required for initial operating expenses and working capital for three months. These expenses include payroll costs, but do not include any salary for you or your owners. The estimates are based on your staffing the business at 20 to 40 man hours per day. We base our estimate of these expenses on research of current standards and adaptations of our affiliate, Shakey's Pizza Asia Ventures, Inc.'s experience. This is not a breakeven analysis.

8. If you are a former franchisee of PCJV USA, LLC and are continuing to operate your Potato Corner restaurant, you will not have many of these costs. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

We do not offer direct or indirect financing to franchisees for any items.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Products, Services and Suppliers

You must purchase all proprietary branded products that we designate from us or our affiliates. We may also require you to purchase non-proprietary products from us or our affiliates. We reserve the right to sell other branded or proprietary products, such as prepared foods, retail merchandise and other items, to franchisees. We or our affiliates may be the only supplier for these items. These items are part of our system and intrinsically associated with the Potato Corner brand. We or our affiliates will derive revenue from these sales.

We do not have specific process for approving alternative suppliers. If we do develop such a process, our criteria for approving suppliers will be included in the Potato Corner® Standards Manual. Currently, we do not allow you to contract with alternative suppliers and we do not charge any fee and have not adopted any procedures for you to secure approval to purchase from alternative suppliers. We may revoke an approval of a supplier at any time and we will notify you if we do so.

We periodically designate vendors and suppliers that you must use for certain products or services. We or our affiliates are the sole supplier of certain items such as our proprietary flavorings.

You must purchase all other products, equipment, supplies and services required or used in the operation of the Potato Corner restaurant only from: (a) manufacturers, suppliers or distributors from time to time designated in writing by us; or (b) from us or our affiliates, if available.

All of the ingredients, products, goods, services, supplies, furniture, fixtures, equipment, inventory, and computer hardware and software you purchase or lease for use in the establishment or operation of the Potato Corner restaurant must meet the specifications, requirements, and standards described in our Potato Corner® Standards Manual.

We may issue specifications and standards for products and equipment to franchisees or to approved suppliers. We issue and modify these specifications and standards in our Potato Corner® Standards Manual. A list of designated suppliers is also included in the Potato Corner® Standards Manual.

Officer-Owned Suppliers

None of our officers owns an interest in any supplier as of the date this Disclosure Document was issued except for the franchisor and its affiliates.

Computer System

You must use the computer system and software we specify in the Potato Corner® Standards Manual including internet security procedures we require. We also designate vendors you must use.

Accounting

We may require you to use our mandated chart of accounts, income statement and balance sheet format in preparing financial statements, although we do not require this as of the date this Disclosure Document was issued. You must purchase and use the accounting software we specify in the Potato Corner® Standards Manual.

We may designate a third party accounting firm that you must use. You must submit financial statements and reports we require in the format we designate and with the frequency we periodically require.

Gift Card Vendor

You must participate in any gift card or other loyalty programs we establish. For example, in a gift card program, we may designate a gift card vendor to manage funds paid by customers for gift cards and credit revenue to the Potato Corner restaurant at which the gift card is redeemed.

Architect, Real Estate Broker, Real Estate Tenant Representative and Contractor

You must obtain our consent for the local licensed retail real estate broker that you retain to assist in selecting your site. You must obtain our consent to the architect you choose to develop floor plans and construction drawings for your restaurant. You must submit your floor plans and full construction drawings, prototype drawings for a conceptual appearance, and videos and photos of the Potato Corner restaurant for our consent.

You must also use contractors who meet our standards and qualifications for contractors, including that the contractors be commercially licensed and adequately insured and have experience in building facilities similar to the Potato Corner restaurants. We recommend that you obtain at least three construction bids for your location. We may identify contractors that meet our standards and specifications, but you will not be required to use the contractors we suggest. You must obtain our consent to your selected contractor before you finalize your construction contract. Your contractor must add you and us on its insurance policies as additional insureds. We may designate vendors for certain items you and your contractor will need during construction and you must purchase those items from the designated vendor.

Location and Lease

You must obtain our consent to the lease or contract for the location from which you will operate the Potato Corner restaurant before you sign the lease or contract. You are responsible for all costs to negotiate and sign the lease or contract. We may require you to include certain terms in your lease including a conditional lease assignment to us or our nominee if your Franchise Agreement expires or is terminated. We require that the lease contain the terms set forth in the Lease Addendum attached as **Exhibit G**. After you sign the lease or contract, you must return a copy to us.

Insurance

You must obtain the insurance coverage required by the Franchise Agreement and as we may periodically notify you from a carrier with an A.M. Best rating of at least A- VIII (except for State Fund for Workers Compensation coverage). You may not self-insure and you must obtain our consent to the insurer. As of the date this Disclosure Document was issued, the required coverage includes the following:

- Worker's Compensation and Employers Liability Insurance as required by any applicable law or regulation and by the terms of any contract. Worker's Compensation and Employers Liability Insurance shall be provided in the amounts of no less than:
 - \$1,000,000 each accident for bodily injury by accident
 - \$1,000,000 each employee for bodily injury by disease
 - \$1,000,000 policy limit for bodily injury by disease
- Commercial General Liability Insurance and commercial umbrella insurance or commercial excess insurance on coverage forms of at least broad as ISO occurrence form CG 0001, including coverage insuring all subcontractors for the following coverages and limits:
 - \$2,000,000 General Aggregate
 - \$1,000,000 each occurrence Bodily Injury and Property Damage combined
 - \$1,000,000 for Personal Injury Liability
 - \$2,000,000 Products & Completed Operations aggregate
 - \$5,000 Medical Payments
- Automobile liability insurance including business auto liability and commercial liability insurance with a limit of no less than \$1,000,000 each accident on a coverage form at least as broad as ISO form CA 0001, including:
 - Coverage on all owned, non-owned and hired automobiles
 - Liability limits no less than \$1,000,000 Combined Single Limit for bodily injury
 - Property damage
- Cyber insurance in the minimum amounts we designate

- Business interruption coverage
- Other specialty coverage we require

The required coverage is subject to change. All such insurance must include coverage for losses that incur for two years after the expiration or termination of the Franchise Agreement. We must be listed as additional insured on all of the above policies and we may require that you name some of our affiliates including SPAVI International USA, Inc. as additional insureds as well. You must provide us with evidence of coverage when we require or request it. Your insurer must agree to give us at least 30 days' prior notice of default, termination or modification of any policy, and accord us the right to cure any default, in our discretion. You must provide a waiver of subrogation in our favor (and in favor of our affiliates) and provide that your insurance policies are primary and non-contributory to any policies we and our affiliates may carry.

Advertising and Marketing

You must obtain our consent to all marketing, advertising and publicity materials you use to promote the Potato Corner restaurant before you use them. You must provide any proposed materials to us at least 15 days before publication. Unless you are a former franchisee of PCJV USA, LLC that meets our criteria, you must conduct grand opening advertising for the Potato Corner restaurant. You must obtain our prior consent to the activities you propose to conduct as part of your grand opening advertising.

Revenues from Franchisee Purchases and Rebates

During the year ended December 31, 2025, our affiliate, Shakey's Pizza Commerce, Inc. received \$21,037.80 in revenues from purchases by franchisees. During the year ended December 31, 2025, we did not receive any revenues from purchases by franchisees. During the same period, neither we nor any of our affiliates received rebates or other benefits on account of franchisees' purchases or leases from suppliers. We reserve the right to do so.

Other Information

We have negotiated purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

We do not currently provide material benefits to franchisees based on use of designated or approved suppliers as of the date this Disclosure Document was issued.

We do not have any purchasing or distribution cooperatives as of the date this Disclosure Document was issued.

We estimate that the required purchases and leases described in this Item will constitute approximately 75% to 90% of all purchases and leases you will incur to establish your Potato Corner restaurant and approximately 40% to 60% of your cost to operate your Potato Corner restaurant.

ITEM 9.

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
a. Site selection and acquisition/lease	Section 1C of Franchise Agreement	Items 8 and 11
b. Pre-opening purchases/leases	Section 3B(1) of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Section 1C of Franchise Agreement	Items 7, 8 and 11
d. Initial and ongoing training	Section 2A of Franchise Agreement	Item 11
e. Opening	Section 1C(8) of Franchise Agreement	Item 11
f. Fees	Sections 1C(7), 1C(9), 1E(2)(c), 2A(3), 2A(4), 3H, 5, 6A, 7B, 7C, 12O, 13B(3)(g), 13D, 14, 15J(2) and 15J(5) of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Section 2C of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Sections 9 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 3A(1) of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Section 3D of Franchise Agreement	Item 11

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
k. Territorial development and sales quotas	Section 1A of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 3A(1) of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 3C of Franchise Agreement	Items 8 and 11
n. Insurance	Section 3H of Franchise Agreement	Item 8
o. Advertising	Section 8 of Franchise Agreement	Items 6 and 11
p. Indemnification	Section 14 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	Section 3E of Franchise Agreement	Item 15
r. Records and reports	Section 6 of Franchise Agreement	Item 6
s. Inspections and audits	Section 7 of Franchise Agreement	Item 6
t. Transfer	Section 13 of Franchise Agreement	Item 17
u. Renewal	Section 1E(2) of Franchise Agreement	Item 17
v. Post-termination obligations	Section 12 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 10 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 15F, 15J and 15P of Franchise Agreement	Item 17

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
y. Other: Spousal Consent of spouse (Note 1); Owner Guaranty and Confidentiality and Non-Competition Agreements (Note 2)	Exhibits B and D to Franchise Agreement	Item 22

Notes:

(1) The spouse of an individual franchisee (and the spouse of each owner of a franchisee that is an entity) must sign a spousal consent (Exhibit B to Franchise Agreement).

(2) Each individual who owns an interest in a franchisee that is a business entity (and that individual's spouse) may be required to sign an agreement to maintain confidentiality and not to compete and an agreement guaranteeing all obligations of the "Franchisee" under the Franchise Agreement (Exhibit D to the Franchise Agreement).

ITEM 10.

FINANCING

We do not offer direct or indirect financing to you. We do not guarantee your note, lease or obligation.

ITEM 11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, PC Americas Franchising, Inc. is not required to provide you with any assistance.

Before you begin to operate the Potato Corner business, we:

(1) Will provide you with the criteria for selecting a location for the Potato Corner restaurant. You must retain a licensed retail real estate broker to which we consent to help you select your site. You select the location for your business, subject to our written consent. You must submit your request in a format that we require and we will evaluate your proposed site. You must obtain our written consent to the site before signing a lease or contract for the site. We generally do not own premises or lease them to franchisees. In general, the factors that we may consider include the general location and neighborhood of the business, zoning of the site, demographics, locations of any other restaurants in the general area, proximity of complementary businesses, traffic flow, parking, rent, size, layout, physical characteristics of the location, building restrictions,

lease terms and such other terms as we may require (See Franchise Agreement, Section 1C).

We will decide whether or not to consent to your proposed location within 20 business days after receiving the request and all of the information we require concerning the proposed location. You must obtain our consent to a location within 90 days after we enter into the Franchise Agreement. If we cannot agree with you on a proposed site, then you must find another site and request that we accept it.

You must open the Potato Corner restaurant within 180 days after we consent to the location. If a specific location for the Potato Corner restaurant has not been identified at the time you sign the Franchise Agreement, we will identify a general geographic area in your Franchise Agreement to assist you in focusing your site selection effort. Once your location has been identified, your location and territory will be inserted as an exhibit to the Franchise Agreement. Your lease must contain the provisions described in Item 8.

(2) Will provide you with input concerning the design and construction or renovation of the facility for the Potato Corner restaurant (See Franchise Agreement, Section 1C(4)).

(3) Review and evaluate your architect's floor plans for front and back-of-the-house areas and interior elevations (See Franchise Agreement, Section 1C(4)).

(4) Review and evaluate your architect's full construction drawings for your location (See Franchise Agreement, Section 1C(4)).

(5) Will prescribe standards and qualifications for you to identify contractors and evaluate your selected contractor before you sign a construction contract (See Franchise Agreement, Section 1C(5)).

(6) Will provide specifications for signage and decorating materials at the Potato Corner restaurant (See Franchise Agreement, Section 1C(6)).

(7) Will review and evaluate your proposed lease or contract for the location (See Franchise Agreement, Section 1C(4)).

(8) Will evaluate your location before your opening to the public to determine if it is ready to open (See Franchise Agreement, Section 1C(8)).

(9) Will prescribe the menu items for the Potato Corner restaurant and provide recommended prices (See Franchise Agreement, Section 3A(2)).

(10) May designate and negotiate pricing with suppliers for merchandise, equipment, inventory and supplies (See Franchise Agreement, Section 3B(1)).

(11) Will assist you in placing orders for your initial inventory and sell you your initial inventory of proprietary flavorings (See Franchise Agreement, Section 3B(1)).

(12) Will provide you with the initial training program described below (See Franchise Agreement, Section 2A(1)).

(13) Will provide you with on-site assistance with operating the Potato Corner restaurant for approximately five to seven days (See Franchise Agreement, Section 2B).

(14) Will assist you in planning your grand opening advertising and promotion strategy, to which you must obtain our consent (See Franchise Agreement, Section 8B).

(15) Will loan to you one copy of the Potato Corner® Standards Manual, which we may modify from time to time. We may provide the Potato Corner® Standards Manual electronically. A copy of the table of contents of the Manual is attached as **Exhibit F** to this Disclosure Document. The Potato Corner® Standards Manual has a total of 109 pages as of the date this Disclosure Document was issued (See Franchise Agreement, Section 2C).

(16) May designate an accounting firm that you must use (See Franchise Agreement, Section 6B).

We estimate that the typical length of time between the earlier of the signing the Franchise Agreement or the first payment of consideration for the franchise and the opening of the Potato Corner restaurant for new franchisees is approximately six to nine months or more. The factors that affect this are locating a satisfactory site, whether you construct a facility or lease a facility, obtaining a lease, construction of improvements to the site, supply chain issues, financing, obtaining building permits, obtaining a liquor license, zoning and local ordinances, acquisition of sufficient inventory, weather conditions, shortages and any mall delays or delays in installation of equipment, fixtures and signs.

During the operation of your business, we:

(1) May furnish advice and guidance to you on the operation of the Potato Corner restaurant (See Franchise Agreement, Section 2D).

(2) May provide ongoing training which you and certain of your personnel would be required to attend (See Franchise Agreement, Section 2A(4)).

(3) May organize franchisee meetings which you may be required to attend (See Franchise Agreement, Section 2A(4)).

(4) Will provide additional training if you request it (and we agree) or we determine that it is necessary (See Franchise Agreement, Section 2A(4)).

(5) May establish and administer or engage a vendor to administer a gift card or other customer loyalty program (See Franchise Agreement 8E).

(6) Will evaluate and decide whether or not to approve any advertising materials you propose to use (See Franchise Agreement, Section 8C).

(7) May establish a mystery shop program, in which you may be required to participate (See Franchise Agreement, Section 7B).

(8) May conduct ourselves, or contract with a supplier to provide, quality assurance audits for the Potato Corner restaurant (See Franchise Agreement, Section 7A).

Advertising and Marketing

We have established a system marketing fund to which you are required to contribute. You must contribute 1% of your gross revenues to the system marketing fund. We administer the system marketing fund. We may elect to disseminate advertising through television, radio and print media such as magazines, billboards, flyers or mailers and newspapers. The media coverage will initially be local in scope, but may expand to be regional and national. We are not required to spend any specific amount on advertising in the area in which your Potato Corner restaurant is located. We may use the system marketing fund to employ outside public relations consultants or advertising agencies to assist in the development, production and dissemination of advertising materials. We may also use the system marketing fund to develop promotional and advertising materials for your use. We may also use these funds on the development of web sites, search engine optimization, brochures, and slides and other materials. We may allocate these funds to maintain and develop our website, on social media and influencers, and on similar expenditures. We may spend the system marketing fund on administrative expenses including allocation of overhead and salaries of our personnel.

There were no system marketing fund contributions in the fiscal year ended December 31, 2025 so there were no expenditures from the system marketing fund during that year.

We may deposit amounts contributed to the system marketing fund in our general operating account. The fund is not audited, but we may prepare periodic financial reports on the system marketing fund and, if we do so, they will be available to you upon request. Any amounts in the system marketing fund not spent during one year will carry over to the next year. No expenditures will be made from the system marketing fund principally to solicit new franchise sales.

We require franchisees to contribute to the system marketing fund at the same rate, although there may be exceptions in some circumstances, such as non-traditional locations. We may also contribute to the system marketing fund.

We also require you to spend 1% of gross revenues each month on local marketing, advertising and promotions to which we have consented. You must submit receipts documenting your local advertising and promotions activity upon request. We require that you direct your local advertising and marketing activities to developing the Potato Corner brand in your own general area. We do not have an advertising cooperative. We may require that you participate in an advertising cooperative if one is established. We will credit any amounts you contribute to the advertising cooperative to your local marketing requirement.

We require that you spend at least \$5,000 to \$10,000 on grand opening marketing and promotions. We will assist you in developing your grand opening marketing and promotions strategy, for which you must obtain our consent.

You may use your own advertising materials (including point-of-purchase materials, our grand opening advertising and promotional materials and our social media advertising) only after we have reviewed them and consented to their use. You must submit such advertising materials to us at least 15 days before disseminating them.

We may develop discount programs, coupon, gift card or online ordering programs or other types of customer loyalty programs. If we do so, you must participate. This may affect your ability to receive income from certain sales. For example, if we institute a gift card program that pools revenue from gift card purchases and allocates those revenues to the location at which the gift card is redeemed, this may affect your gross revenues. You should consult with your legal counsel on the effect of laws in your state or locality that relate to the acceptance and redemption of gift cards.

We do not currently have a franchisee advisory council but we may create one in the future.

You may not establish any website, social media page, domain name or URL address without receiving our prior written consent.

Computer System and Software.

As of the date this Franchise Disclosure Document was issued, we require you to purchase a point-of-sale and a computer system and software from our designated suppliers. We require the following:

- A point-of-sale (POS) system, cash drawers, receipt and kitchen printers, and kitchen display systems (KDS)
- Digital ordering solutions, which may include self-ordering kiosks (SOK), digital menu boards, and platforms for online, mobile, and third-party delivery
- The software and computer components of any specific operational equipment we may require, such as advanced fryers or other kitchen hardware that have integrated software

You must have high-speed access to the Internet. You must obtain all components of the computer system from suppliers that we designate or from a list of approved suppliers that we provide. We may require you to use a specific POS provider (such as PAR TASK or a similar partner) and may also designate specific vendors for integrated digital ordering solutions (such as Grubrrr or a similar partner). Furthermore, we may designate required suppliers for certain operational equipment that contains proprietary or essential software components.

We estimate the initial cost to acquire the required hardware, software, and professional installation for the POS-related components of the System is between \$3,500 and \$7,500. These estimates do not include the cost of other operational equipment that may contain computer components, nor do they include payment processing fees (e.g., Merchant Discount Rate or MDR), which will be governed by your agreement with the payment processor.

If you are a former franchisee of PCJV USA, LLC, the following transition plan applies:

- If you have an existing and functional POS system that we deem favorable, we may permit you to continue its use for a period of up to one year following written notification from us, after which you must transition to our designated computer system.
- If you do not have a functional system, or if we deem your existing system inadequate, you must acquire and implement our designated system within three months of written notification from us.

We may change the computer system and software we require you to use at any time.

You must pay a technology fee that can range up to \$500 per week, but is not currently charge as of the date this Disclosure Document was issued. If we develop proprietary software, we may require you to use it. If we do, you may have to enter into a software license with us or our affiliate and pay a licensing fee.

You are solely responsible, at your own expense, for the ongoing maintenance, repair, and support of all hardware and software components of your computer system. Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to any of the computer hardware or software you must use in the Potato Corner restaurant.

For POS-related hardware, you must adhere to the maintenance and support terms provided by our designated vendors. You must also install any mandatory software updates, upgrades, or security patches that we or our designated vendors require for any and all components of the computer system. There are no contractual limitations on the frequency or cost of these obligations. We estimate that your cost to perform maintenance, repair and support of the computer system will be approximately \$250 to \$350 per month for ongoing monthly service and support fees.

While you are responsible for the general maintenance of all equipment, we strongly recommend that for operational equipment with integrated computer systems and software, such as advanced fryers, you establish a separate preventive maintenance plan with a properly accredited service partner to ensure optimal performance and longevity.

You must maintain a secure, high-speed internet connection at all times. Your System must be configured to comply with all applicable data security laws and industry best practices, including maintaining full and current compliance with the Payment Card Industry Data Security Standard (PCI-DSS).

We will have the continuous and independent right to access, monitor, audit, and retrieve all information from your computer system at any time, without limitation. This data includes all sales data, transaction logs, customer information, inventory data, and labor/scheduling data generated by any component of the computer system. This access will be facilitated through our designated POS solution partner's enterprise dashboards or other methods we specify. Our designated vendors may also have access to this information to perform their services.

Training

Following is information on the training program:

TRAINING PROGRAM

New Franchisees

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Onboarding Franchisees / Franchise Owners, including Store Set Up Alignment	16-40	16-40	Classroom / Virtual (discretion of Franchisor)
Total Operations Basics for Key Operating Crew / Store Leaders	8-24	16-60	Existing Store(s)
Totals	24-64	32-100	

Former Franchisees of PCJV USA, LLC

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Aligning Franchisees / Franchise Owners, including Store Set Up Alignment	8-20	8-16	Classroom / Virtual (discretion of Franchisor)
PC Operations Introduction for Key Operating Crew / Store Leaders	4-12	8-30	Existing Store(s)
Totals	12-32	16-46	

Training programs are held when necessary to train new franchisees.

Initial training will take place at an existing Potato Corner location or another location we designate. We will also provide on-site assistance for you and your staff which will generally take five to seven days at the time of the opening of your Potato Corner restaurant.

If we develop proprietary software, we may require you to use it. If we do, you may have to enter into a software license with us or our affiliate and pay a licensing fee.

At least 30 days before you open your Potato Corner restaurant, you and your other personnel we designate must successfully complete our initial training program. You will receive no compensation or reimbursement for services or expenses for participation in training. We may require you to reimburse us for our costs and expenses to conduct initial training at a later time for additional people. You will be responsible for all of your and your employees' expenses to attend the training program, including their compensation and any lodging, transportation and food.

Our operations officers will conduct initial training. Instructors have a minimum of several weeks' experience with us or our affiliates and approximately five years in their fields.

You and your personnel we designate must attend and complete initial training to our satisfaction before opening the Potato Corner restaurant. If you fail to complete the training to our satisfaction, we may terminate your franchise. In addition to initial training, we may require you and your personnel to attend remedial training if we believe that you are not operating the Potato Corner restaurant to our standards. Moreover, we may require you to undergo, or you may request, onsite or additional training or operations assistance over and above our normal course of training. If we require you to attend remedial training or you request additional training or assistance which we agree to provide it, you must pay a daily training rate per trainer and all of your own expenses in connection with training along with all of the trainer's travel expenses. The daily training fee per trainer is \$500 as of the date this Disclosure Document was issued.

We may require you and certain of your personnel to attend refresher training which will take place at a location we designate. If you or your personnel do not complete refresher training to our satisfaction, we may require you to attend initial training a second time. In either case, we may charge a fee which is \$500 per trainer per day plus travel expenses, if any, as of the date this Disclosure Document was issued. We may also require you to attend a national business meeting or convention each year. You will bear all costs, such as travel and accommodation, for you and your personnel attending these events and we may require you to pay a registration fee to attend.

You are responsible for training any employees that you employ in the Potato Corner restaurant including new managers. If we consider that new managers are not adequately trained, we can require that they attend and complete our initial training program to our satisfaction.

ITEM 12.

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control.

If you have not determined where the Potato Corner restaurant will be located when you sign the Franchise Agreement, the Franchise Agreement will identify the general area in which you must secure a location for your restaurant. There is no minimum size for this general area. There may be other franchisees looking for locations in the same general area.

You may not relocate your restaurant or establish additional restaurants without our prior written consent. The relocation fee is \$3,000 plus expenses. If you request our consent to the relocation of your business, you must pay us \$3,000 when you submit your request. You must also reimburse us any travel expenses for our assistance in evaluating the new site, reviewing your building plans and other services. The payments of this fee are not refundable. In general, the factors that we may consider in deciding whether to consent to your request are demographic changes with respect to the location of your franchised business, and the performance of your franchised business.

We have not granted any options, rights of first refusal or similar rights to acquire additional franchises as of the date this Disclosure Document was issued.

We reserve all rights that we do not grant to you. Since we do not grant you an exclusive territory, you do not have the right to sell our proprietary products, to promote Potato Corner restaurants and to sell Potato Corner products and other products using other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing. We may do so and we may also sell Potato Corner products in grocery stores, big box stores, convenience stores and other retail locations. You may not sell products at wholesale.

You may only offer catering or delivery services if we permit you to do so. We may require you to do so if we develop or designate a catering or delivery program in the future.

You do not have the right to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing to make sales.

We may operate a website that uses our name and other trademarks and that features our products. You may not develop or operate a website relating to the franchised business or using our marks without our permission. We may require you to operate a sub-domain page on our website or we may require you to operate a website that meets our specifications and which may be linked to our website.

You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter, SnapChat, Instagram, LinkedIn, TikTok or any other

social or professional networking blog) or mention or discuss the franchise, us or any of our affiliates, without our prior written consent. If we do consent, we have the right to review all on-line content on social media sites, blogs, in electronic communications and on other on-line sites on which our trademarks are used to protect the reputation and high quality associated with our trademarks. We may also require you to grant us co-administrative rights to any social media pages or account. We may require you to remove any questionable usage or content involving our trademarks or reflecting poorly on them. We may also require you to cease using our trademarks at all such sites.


As of the date this Disclosure Document was issued, neither we nor any of our affiliates operates, franchises or has plans to operate or franchise a business under a different trademark that will offer similar services to the ones you will offer as a Potato Corner franchisee, but we reserve the right to do so. We also reserve the right to acquire similar competing brands or to be acquired by another entity that offers such brands without your consent or any notice to you.


ITEM 13.

TRADEMARKS

We will grant you the right to conduct business operating a restaurant under the name “Potato Corner®,” a design logo using the same words as seen on the cover page to this Franchise Disclosure Document, and related trademarks. You must also use other trademarks which we develop or prescribe to identify your business and its services and products. By trademark, we mean trade names, trademarks, service marks and logos used to identify your business, its services and its products.




Our affiliate, Shakey’s Pizza Asia Ventures Inc., has federal trademark registrations for the following marks on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”):

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
POTATO CORNER	43	5900257	November 5, 2019
	43	3760041	March 16, 2010
WORLD'S BEST FLAVORED FRENCH FRIES	43	6088456	June 30, 2020

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
THE ORIGINAL FLAVORED FRENCH FRIES	43	4054252	November 8, 2011
	43	4160425	June 19, 2012

Our affiliate, Shakey's Pizza Asia Ventures Inc., has filed all required affidavits.

Our affiliate, PC International Pte. Ltd., has federal trademark registrations and a pending application for the following marks on the Principal Register of the USPTO:

<u>Mark</u>	<u>Class(es)</u>	<u>Registration Number or Application Number</u>	<u>Registration Date or Filing Date</u>
	29, 43	Reg. No. 7567541	Reg. Date November 19, 2024
	29, 43	Reg. No. 8033326	Reg. Date November 18, 2025
	29, 43	Reg. No. 7567547	Reg. Date November 19, 2024

<u>Mark</u>	<u>Class(es)</u>	<u>Registration Number or Application Number</u>	<u>Registration Date or Filing Date</u>
	29, 43	Reg. No. 7567548	Reg. Date November 19, 2024
	29, 43	Reg. No. 7567549	Reg. Date November 19, 2024
	29, 43	Reg. No. 7567550	Reg. Date November 19, 2024
MEGA	29	Appln. No. 99142839	Filed on April 17, 2025
TERA	29	Appln. No. 99142844	Filed on April 17, 2025
GIGA	29	Appln. No. 99142847	Filed on April 17, 2025

Our affiliate, PC International Pte. Ltd., has filed all required affidavits

You will be required to follow our rules when you use these trademarks. You must use the ® symbol any time you use the name Potato Corner, any design logo and any other registered trademarks that we designate. You must use the ™ symbol any time you use other unregistered trademarks we designate, including the one listed above. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our trademarks in the sale of an unauthorized product or service or in a manner not authorized in writing by us. If we adopt trademarks that you develop in the course of operating your franchised business, they will belong to us and you may only use them while you are a franchisee.

There are no currently effective material determinations of the USPTO, trademark trial and appeal board.

There is a current pending infringement litigation involving the principal trademarks filed by our affiliate. *Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al.*, U.S. District Court for the Central District of California (Case No. 2:24-cv-04546-SB-AGR, filed May 31, 2024). See Item 3 for details.

We received the right to use these trademarks and to license their use to you under a trademark licensing agreement with our parent, SPAVI International USA, Inc. dated as of July 30, 2025. Our parent SPAVI International USA, Inc. received the right to use these trademarks and to license their use to us under trademark license agreements dated July 30, 2025 with the owners of the trademarks, our affiliates Shakey's Pizza Asia Ventures Inc. and PC International Pte. Ltd. Unless terminated, the trademark licensing agreement continues for a term of three years with automatic renewal terms of three years unless a party gives 30 days' prior notice. The trademark licensing agreement may not be modified without both parties' consent. The trademark license agreement provides that upon reasonable notice, the licensor and the trademark owners can make site visits to Potato Corner restaurants and you must provide the licensor, the trademark owners and their representatives with access to your Potato Corner restaurant. If the trademark license agreement is terminated for any reason or expires, it provides that the owners of the trademarks have the option to take over our rights and obligations under the Franchise Agreement with you. If the owners of the trademarks do not do so, you will no longer have the right to use the trademarks. The trademark licensing agreement provides that it can be terminated if we breach the trademark licensing agreement or if the trademark license agreements with the owners of the trademarks terminate. The trademark license agreements with the owners of the trademarks can be terminated by the owners if the licensees under those agreements commit a breach. Other than as described above, no other agreements limit our right to use or license the use of the trademarks.

You must notify us immediately when you learn about a challenge to your use of our trademarks. The Franchise Agreement requires us to protect you against claims of infringement if you are using the trademarks as required by the Franchise Agreement and if you are in good standing. You must assist us in protecting any of our rights, at our expense. We will control any proceedings or litigation and decide whether or not to settle any action. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of our trademarks that you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so.

We have the right to control any administrative proceeding or litigation involving our trademarks. You do not have the right to settle a claim without our consent.

If we decide to add a new trademark, or modify or discontinue the use of any trademark for any reason, you must immediately use the new trademark or change or discontinue

the use of the trademark, all at your expense. You must not contest our affiliates' right to their trademarks or our right to use them.

We are currently aware of one entity and possibly its franchisees – PCJV USA, LLC – that is doing business in New Jersey as of the date this Disclosure Document was issued and that operates stores that may be using the Potato Corner name in the following locations in California: Milpitas, Lakewood, Roseville, Cerritos, Ontario, and Canoga Park. We are aware that one of its franchisees in New Jersey is doing so. We believe that this is an infringing use of our affiliates' trademarks including "Potato Corner." PCJV USA, LLC is subject to an injunction prohibiting this (see Item 3).

Other than this situation, we do not know of any infringing uses that could materially affect your use of our or our affiliate's trademarks.

ITEM 14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent.

We may claim a copyright in the Potato Corner® Standards Manual, marketing materials and other promotional and operational literature we develop, although we have not filed for copyright registration. You must not contest our right to our copyrights.

There are no currently effective material determinations of the USPTO, the United States Copyright Office or a court regarding any copyright we own. There is no material pending proceeding the USPTO or any court concerning any such copyright.

You must notify us immediately when you learn about a challenge to use of our copyrighted materials. We will defend you against claims of infringement if you are using the copyrighted material as required by the Franchise Agreement and if you are in good standing. You must assist us in protecting any of our rights, at our expense. We will control any administrative proceedings or litigation involving the copyrighted materials. This may require you to modify or discontinue the use of the material covered by the copyright. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of these copyrighted materials which you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so.

If we decide to add new copyrighted materials, or modify or discontinue the use of any copyrighted materials, you must immediately use the new materials or change or discontinue the use of the materials covered by the copyright, all at your expense. You must not contest our right to our copyrighted materials or our right to use them.

We do not know of any infringing uses that could materially affect your use of our copyrighted materials.

You also receive the right to use certain of our trade secrets and confidential and proprietary information, including our proprietary recipes and ingredients.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you work and be directly involved with the operation of the Potato Corner restaurant. You must also hire an operating manager for your Potato Corner restaurant who has successfully completed initial training and must directly operate your Potato Corner restaurant to our satisfaction. You or the operating manager must be on site at the Potato Corner restaurant at all times. If your operating manager is terminated or elects to end his or her relationship with you, you must recruit a new key management staff member within 30 days and submit his or her qualifications to us for review and consent. The new operating manager must complete our initial training program at your expense and to our satisfaction. We may require that your operating manager sign a non-disclosure and non-competition agreement. We do not require that your operating manager own an equity interest in the franchise.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those products and services to which we have given our consent. You may not sell products or services at wholesale. You may not provide delivery or catering services without our consent. If we do grant our consent for you to provide delivery or catering services, you may only do so within the area we designate for those services. We may also require you to offer those services.

You must also offer all menu items that we designate and you may not offer any other menu items without our consent. We can add to the approved menu items you must offer, delete them or change them at any time. There are no contractual limitations on our right to require you to add to, change or restrict the menu items you offer.

You must offer all goods and services that we designate unless we otherwise agree in writing. There are no limits on our right to do so.

ITEM 17.

**RENEWAL, TERMINATION,
TRANSFER AND DISPUTE RESOLUTION**

THE FRANCHISE RELATIONSHIP

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

	<u>Franchise Agreement</u>	
Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 1E(1)	5 years or remainder of term if you were a former franchisee of PCJV USA, LLC and meet certain criteria.
b. Renewal or extension of the term	Section 1E(2)	If you meet certain conditions, you can enter into the then-current renewal Franchise Agreement for up to two additional terms of five years each.
c. Requirements for franchisee to renew or extend	Section 1E(2)	You must sign our then-current form of Franchise Agreement; you must be in full compliance with all agreements with us or our affiliates; you must pay all that you owe us plus a successor franchise fee of 50% of the then-current initial franchise fee; you and your personnel must successfully complete re-training; you and your owners must sign a general release; you must not have received three or more default notices in any 24 month period; we must not have decided to withdraw from your market; you must remodel and update your restaurant premises; you must have the right to occupy the premises for the renewal term; you must give us 180 days' notice of your election to renew and

Provision	Section in Franchise or Other Agreement	Summary
		return documents within 30 days. You may be asked to sign an agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 11	We can terminate only if you default or if the events described in (g) and (h) occur.
g. "Cause" defined-curable defaults	Section 11B	You have five days to cure nonpayment and up to 30 days for other types of noncompliance, subject to applicable state law.
h. "Cause" defined-non-curable defaults	Section 11A	Noncurable defaults (subject to applicable law): insolvency; you admit inability to pay debts when due; you make an assignment for the benefit of creditors; you file petition for bankruptcy or petition is filed against you; an application for receiver is made and not resolved within 90 days; abandonment; your material misrepresentation to us; your failure to open and begin operating your restaurant within the period required by the Franchise Agreement; your unauthorized transfer; termination of any other agreement with us or our affiliate because of your breach; your unauthorized use of trademarks or confidential information; your failure to complete initial training to our satisfaction; your intentional failure to report to us all gross revenues; you

Provision	Section in Franchise or Other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Section 12	<p>offer unauthorized goods or services; you incur insufficient funds fee on three or more occasions in a 12-month period; your right to operate under any license or permit is suspended, terminated or interrupted; you or your principal's conviction of a felony or offense or other conduct which reflects unfavorably on us or our system; noncompliance with law for more than three days after notice; you repeatedly default – three or more times during term whether or not cured; seizure by government official or lienholder; eviction from premises; final judgment of more than \$5,000 remains unsatisfied for 30 days; undischarged levy of execution on the franchised business; we determine your continued conduct may result in danger to public health or safety; you become a specially designated national or blocked person under the U.S. anti-terrorism laws.</p> <p>Pay all amounts due to us and our affiliates; refrain from identifying yourself as a current or former Potato Corner franchisee; de-identify, return or destroy all products with our trademarks, discontinue use of trademarks, trade dress and system; return the Potato Corner® Standards Manual and other confidential information, including customer information; assist in smooth transition of business; refrain from soliciting customers and turn over customer data to us; refrain from making disparaging remarks about</p>

Provision	Section in Franchise or Other Agreement	Summary
j. Assignment of contract by franchisor	Section 13A	us, the system or other franchisees; assign to us or our nominee telephone numbers, e-mail addresses and social media pages; and cancel fictitious business name statement (also see (r) below). Comply with obligations that expressly or by their nature survive, such as those concerning confidentiality, non-competition, indemnification and dispute resolution.
k. "Transfer" by franchisee – definition	Section 13B(2)	Includes transfer of Franchise Agreement, assets of the Potato Corner restaurant or greater than 25% ownership interest in franchisee.
l. Franchisor approval of transfer by franchisee	Section 13B(1)	You must obtain our consent to all transfers.
m. Conditions for franchisor approval of transfer	Section 13B(3)	You must not be in default; your franchised business must meet our then-current standards; your lessor consents; the transferee must meet qualifications for new franchisee; the transferee must sign the then-current form of Franchise Agreement, ancillary agreements and guaranty; the transferee must successfully complete our initial training program; you must pay the transfer fee; you and your owners and affiliates must sign a general release; the transferee's obligations to you must be subrogated to its obligations to us; at our option you must transfer all of your agreements with us; and neither the transferee nor its owners is a

Provision	Section in Franchise or Other Agreement	Summary
		specially-designated national or blocked person. If you are an individual and want to transfer your franchise to an entity, you must own the entity, sign a personal service agreement with the entity, the entity must agree to the Franchise Agreement (you remain responsible as well), the franchise business must be the sole business of the entity and you must reimburse us for our expenses.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13C	We or our nominee can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 12D	We or our nominee have the option of acquiring your assets if the Franchise Agreement expires or terminates.
p. Death or disability of franchisee	Section 13D	If you or your principal dies, your executor or representative may either satisfy the then-current qualifications for franchisees or transfer the franchise to a qualified buyer within 60 days.
q. Non-competition covenants during the term of the franchise	Section 10A(1)	You may not be involved in any similar business, subject to applicable law .
r. Non-competition covenants after the franchise is terminated or expires	Section 10A(2)	You may not operate a similar business within 25 miles of your territory for two years after termination or expiration, subject to applicable law .
s. Modification of the agreement	Section 15I	No modification without a writing signed by you and us, except that we may amend the Potato Corner® Standards Manual.

Provision	Section in Franchise or Other Agreement	Summary
t. Integration/merger clause	Section 15I	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim any representations we made in the franchise disclosure document we furnished to you.
u. Dispute resolution by arbitration or mediation	Section 15J(3)	Except for certain claims, all disputes must be mediated and if not resolved, arbitrated.
v. Choice of forum	Sections 15J(2) and 15J(3)	Subject to applicable state law, location of our headquarters, currently Chino Hills, California.
w. Choice of law	Section 15J(1)	Subject to applicable state law, Delaware law applies.

ITEM 18.

PUBLIC FIGURES

We do not use any public figures to promote our franchise as of the date this Franchise Disclosure Document was issued, but we may do so in the future.

ITEM 19.

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing

outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Jorge Concepcion at 13925 City Center Drive, Suite 200, Chino Hills, California 91709, (909) 970-7150 the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.

OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025***

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets at End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	1	+1
Affiliate-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total	2023	0	0	0
	2024	0	0	0
	2025	0	1	+1

*The information in this table and the ones that follow disclose information about Potato Corner restaurants in the United States.

**TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2023 TO 2025**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2023	0
	2024	0
	2025	0

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina- tions	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations -Other Reasons	Column 9 Outlets at End of Year
Washing- ton	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

**TABLE NO. 4
STATUS OF AFFILIATE-OWNED OUTLETS
FOR YEARS 2023 TO 2025**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

**TABLE NO. 5
PROJECTED NEW FRANCHISED OUTLETS
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
Arizona	0	2	0
California	0	14	4
Florida	1	1	0
Hawaii	0	1	0
Minnesota	0	1	0
Nevada	0	1	0
New Mexico	0	3	0

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
New York	0	3	0
Oregon	1	1	3
Texas	0	4	0
Washington	1	3	3
Total	3	34	10

Information about franchisees as of December 31, 2025 is on the list attached to this Disclosure Document as **Exhibit J**. No franchisee has had an outlet terminated, canceled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year. There are no franchisees who have not communicated with us for the 10-week period before the date this Disclosure Document was issued. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our system.

We have not created, sponsored or endorsed a trademark-specific franchisee association. No trademark-specific franchisee organization has made a request to be included in this Disclosure Document.

ITEM 21.

FINANCIAL STATEMENTS

Attached as **Exhibit C** to this Franchise Disclosure Document are our audited financial statements as of December 31, 2025. We have not been in business for three years or more and cannot include all the financial statements required by the Federal Trade Commission Franchise Rule for our last three fiscal years. Our fiscal year end is December 31.

ITEM 22.

CONTRACTS

Attached are copies of the following agreements proposed for use in this state:

Exhibit D: Franchise Agreement and Addenda, if applicable

Exhibit D to the Franchise Agreement: Guaranty and Assumption of Franchisee's Obligations

Exhibit G: Lease Addendum

Exhibit I: Form of General Release

Exhibit K: Conversion Addendum, if applicable

ITEM 23.

RECEIPT

Attached to the end of this Franchise Disclosure Document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the Franchise Disclosure Document, and return it to us. Make sure that you indicate the franchise seller(s) with whom you had substantive discussions about this franchise. A duplicate of the receipt is attached for your records.

EXHIBIT D

**ADDENDUM
TO THE FRANCHISE AGREEMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF HAWAII**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The provisions of this Addendum only apply if the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

Date: _____

PC AMERICAS FRANCHISING, INC.
a Delaware corporation

FRANCHISEE:

By: _____

Name: Jorge Concepcion
Title: U.S. Managing Director

By: _____

Name: _____

13925 City Center Drive, Suite 200
Chino Hills, California 91709

Title: _____

Address: _____

**ADDENDUM
TO THE FRANCHISE AGREEMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF ILLINOIS**

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Date: _____

PC AMERICAS FRANCHISING, INC.
a Delaware corporation

By: _____
Name: Jorge Concepcion
Title: U.S. Managing Director

13925 City Center Drive, Suite 200
Chino Hills, California 91709

FRANCHISEE:

By: _____

Name: _____

Title: _____

Address: _____

**ADDENDUM
TO THE FRANCHISE AGREEMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF MINNESOTA**

1. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

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 BINDING FRANCHISE OR OTHER AGREEMENT, OR 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.

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.

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) (i) 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.

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

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.

Any limitations of claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are subject to the anti-waiver provision of the Minnesota Franchises Law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

Date: _____

FRANCHISEE:

By: _____

Title: _____

Name: _____

**ADDENDUM
TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF WASHINGTON**

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.
9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are 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).
11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void

and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. **Opening**. The following proviso is added to the end of Section 1C(8):
"provided, however, that if Franchisee is diligently trying to open the Franchised Business and experiences a delay, Franchisee may have additional time to do so for up to one (1) year after signing the Franchise Agreement."
20. **Inapplicable Provisions**. Sections 15S(3)(a), 15S(3)(d), 16A, 16B, 16C and 16E do not apply in Washington.
21. **Succession**. The following proviso is added to the end of Section 15Q:
"provided, however, that Franchisor or one of its affiliates shall continue to

perform Franchisor's obligations under the Franchise Agreement for the rest of the then-current term of Franchisee's Franchise Agreement."

The provisions of this Addendum only apply if the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

The undersigned does hereby acknowledge receipt of this addendum.

Dated: _____

PC AMERICAS FRANCHISING, INC.
a Delaware corporation

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT E

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF CALIFORNIA**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Neither PC Americas Franchising, Inc. nor any other person listed in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The Franchise Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

Notwithstanding anything disclosed in this Addendum, the parties have a meeting of the minds and agree upon the terms of the Franchise Agreement.

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law and the California Franchise Relations Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF HAWAII**

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: California, Hawaii, Illinois, Minnesota and Washington.
2. A proposed registration or filing is or will be shortly on file in the following states: None.
3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The provisions of this Addendum only apply if the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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 acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The provisions of this Addendum only apply if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF MINNESOTA**

1. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

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 BINDING FRANCHISE OR OTHER AGREEMENT, OR 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.

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.

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) (i) 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.

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

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.

Any limitations of claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are subject to the anti-waiver provision of the Minnesota Franchises Law.

The provision of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

**ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
PC AMERICAS FRANCHISING, INC.
REQUIRED BY THE STATE OF WASHINGTON**

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.
9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are 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).
11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed

\$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The provisions of this Addendum only apply if the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

The undersigned does hereby acknowledge receipt of this addendum.

Date: _____

PC AMERICAS FRANCHISING, INC.
a Delaware corporation

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Minnesota	Pending
New York	Pending
Washington	May 12, 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.

RECEIPT

The Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If PC Americas Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PC Americas Franchising, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

Following is information about the franchise seller involved in this transaction:

- Jorge Concepcion, 13925 City Center Drive, Suite 200, Chino Hills, CA 91709; (909) 970-7150
- Romeo Pe Benito, Jr., 13925 City Center Drive, Suite 200, Chino Hills, CA 91709; (909) 970-7150

Issuance Date: April 15, 2026

PC Americas Franchising, Inc. authorizes the respective state agencies listed on Exhibit B to receive service of process in the particular state.

I received a Disclosure Document dated April 15, 2026 included the following Exhibits:

- A. List of State Franchise Administrators
- B. List of Agents for Service of Process
- C. Financial Statements
- D. Franchise Agreement and State-Specific Addenda
- E. State-Specific Addenda to Franchise Disclosure Document
- F. The Potato Corner® Standards Manual Table of Contents
- G. Lease Addendum
- H. Information on Affiliates
- I. Form of General Release
- J. Information on Franchisees
- K. Conversion Addendum

State Effective Dates Page

Date: _____

Franchisee: _____

Print Name: _____

Individually and as an officer, partner or member of

_____,

a _____,

which has been or will be formed to act as franchisee

Address: _____

Telephone: _____

Keep this form for your records.

RECEIPT

The Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If PC Americas Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If PC Americas Franchising, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

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- C. Financial Statements
- D. Franchise Agreement and State-Specific Addenda
- E. State-Specific Addenda to Franchise Disclosure Document
- F. The Potato Corner® Standards Manual Table of Contents
- G. Lease Addendum
- H. Information on Affiliates
- I. Form of General Release
- J. Information on Franchisees
- K. Conversion Addendum

State Effective Dates Page

Date: _____

Franchisee: _____

Print Name: _____

Individually and as an officer, partner or member of

a _____

which has been or will be formed to act as franchisee

Address: _____

Telephone: _____

Please sign and date this form the date you receive it and return it to Jorge Concepcion at 13925 City Center Drive, Suite 200, Chino Hills, California 91709.