



Michael T. Folks
Senior Vice President and General Counsel

michael_folks@captains.com
Direct: (615) 231-2328
Telecopy: (615) 231-2734

June 18, 2026

Via Electronic Filing

Ms. Kylee Sigstad, Commerce Analyst III
Securities Registration Divisions
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101

Re: Captain D's, LLC – Franchise Registration Application

Ms. Sigstad:

In response to your email of June 12th, enclosed on behalf of Captain D's, LLC, please find the marked changed pages reflecting the changes you requested and the changes made in response to the comments received from other states.

Sincerely,

A handwritten signature in black ink that reads "Michael T. Folks".

Michael T. Folks

FRANCHISE DISCLOSURE DOCUMENT



CAPTAIN D'S, LLC
(a Delaware limited liability company)
624 Grassmere Park Drive, Suite 30
Nashville, Tennessee 37211
(615) 391-5461
www.Captains.com

With this Franchise Disclosure Document (this "Disclosure Document"), Captain D's, LLC is offering the rights to develop and franchises to operate one or more Captain D's restaurants.

The total investment needed to begin operating a Captain D's franchise for each prototype restaurant offered ranges from \$1,435,000 to \$1,862,100 for the 44-seat restaurant (expandable to 62 seats), from \$1,325,000 to \$1,638,800 for the 32-seat restaurant, \$752,000 to \$1,185,500 for the endcap restaurant with drive-through, and \$662,000 to 1,040,500 for the inline restaurant. Those amounts include an amount ranging from \$60,000 to \$69,100 that you must pay to us. You must pay us one-half of the initial franchise fee for each Captain D's restaurant you plan to develop as a non-refundable development fee when you sign a development agreement with us. We then will apply the applicable portion of the development fee towards the initial franchise fee that you pay us for each restaurant. Our development agreements require the development of at least one restaurant. The total investment for a development agreement equals \$18,500 for one restaurant and an additional \$17,500 for each additional restaurant scheduled for development. You will not sign a franchise agreement and pay us the balance of the initial franchise fee until after we have accepted a location identified pursuant to your development agreement.

This Disclosure Document summarizes certain provisions of your development agreement, 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, us or any of our affiliates in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Disclosure Document.**

You may wish to receive this Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact the Franchise Development Department at 624 Grassmere Park Drive, Suite 30, Nashville, Tennessee 37211, 615-231-2286.

The terms of your contract will govern your franchise relationship. Don't rely on this 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 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You also can 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.

Your state also may have other laws on franchising. Ask your state agencies about them.

The issue date of this Disclosure Document is April 17, 2026.

Provision	Section in Development Agreement	Summary
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 17(b)	No provision for disability; on death, we will not withhold our consent unreasonably to transfer to heirs capable of performing your obligations under the agreement.
q. Non-competition covenants during the term of the franchise	Not Applicable	Not applicable, <u>subject to applicable state law.</u>
r. Non-competition covenants after the franchise terminates or expires	Not Applicable	Not applicable, <u>subject to applicable state law.</u>
s. Modification of the agreement	Section 24	No modifications generally.
t. Integration or merger clause	Section 27	Only the terms of the Development Agreement are binding, subject to applicable state law. Representations and promises outside this Disclosure Document and the Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 21	You must arbitrate any dispute you may have with us, subject to applicable state law. See Exhibit G.
v. Choice of forum	Section 23	Arbitration or litigation must take place in Tennessee, subject to applicable state law. See Exhibit G.
w. Choice of law	Section 23	Tennessee law applies, subject to applicable state law. See Exhibit G.

Franchise Agreement

The following table lists important provisions of the Franchise Agreement pertaining to renewals, terminations, transfers and dispute resolutions. You should read those provisions in the Franchise Agreement attached as Exhibit E to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2	20 years.
b. Renewal or extension of the term	Section 2	If in good standing, you can renew for one additional period of 20 years.
c. Requirements for you to renew or extend	Section 2	The term “renewal” means the renewal of the term of your franchise. To exercise your renewal right, no default may exist under your existing agreement. We will require that you sign a new Franchise Agreement (which may contain materially different terms and conditions and may increase the fees payable by you), pay a renewal fee, and (subject to applicable state law) sign a general release of claims. See Exhibit G. We

Provision	Section in Franchise Agreement	Summary
		also may require that you remodel your restaurant and complete additional training.
d. Termination by you	Not Applicable	You may not terminate unless applicable law gives you that right.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	Section 19	We can terminate only if you default. A default under the Franchise Agreement also constitutes a default under your Development Agreement and will give us the right to terminate that agreement.
g. "Cause" defined - curable defaults	Section 19	365 days after loss of possession by condemnation or casualty; seven days for operational defaults; and five days for monetary defaults.
h. "Cause" defined - incurable defaults	Section 19	Abandonment, unapproved transfers, bankruptcy, assignment for the benefit of creditors, fail on more than two occasions during any 12-month period to comply with one or more requirements of the agreement; repeated defaults (even if cured), and falsification of reports.
i. Your obligations upon termination or non-renewal	Sections 20, 21, 22 and 25	Pay all amounts then due plus damages for the right to receive royalties for a period of 36 months (subject to applicable state law), return of confidential information, and de-identification. See Exhibit G. Also, see n, o, q and r, below.
j. Assignment of contract by us	Not Applicable	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 17	Restrictions on transfer of contract or assets and on ownership change.
l. Our approval of transfer by you	Section 17	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 17	No use of Captain D's name in advertising unit for sale, new franchisee qualifies, all amounts due are paid in full, transfer fee paid, purchase agreement approved, release signed by you , and current agreement signed by new franchisee (also see n. below). We may condition our approval on, among other things, your guarantee of the obligations of the transferee. We also may impose other conditions.
n. Our right of first refusal to acquire your business	Section 21	We can match any offer for your business.
o. Our option to purchase your business	Section 22	We can buy the restaurant on termination for the price in Section 22. We have a right of first refusal if you sell the restaurant within one year following non-renewal.
p. Your death or disability	Section 17(b)	No provision for disability; on death, we will not withhold our consent unreasonably to transfer to heirs capable of performing your obligations under the agreement.
q. Non-competition covenants during the term of the franchise	Sections 18 and 25	You may not have any interest in any business that simulates the Captain D's System; you also may not operate a restaurant similar to a Captain D's restaurant anywhere within two miles of any Captain D's restaurant, <u>subject to applicable state law.</u>
r. Non-competition covenants after the franchise terminates or expires	Section 18	No competing business for 24 months within 10 miles of any Captain D's restaurant, <u>subject to applicable state law.</u>
s. Modification of the agreement	Sections 7 and 36	No modifications generally, but operations manuals may change.

Table No. 5
Projected Openings as of December 29, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in Next Fiscal Year
Alabama	0	1	0
Florida	0	1	0
Georgia	0	0	1
Mississippi	0	1	0
Oklahoma	0	1	0
Tennessee	0	0	0
Texas	0	2	0
Totals	0	6	1

Our fiscal year ends on the Sunday closest to December of each year. We have presented all of the foregoing numbers as of December 31, 2023, December 29, 2024, and December 28, 2025, respectively.

The name, business address, and business telephone number of each current franchisee as of December 28, 2025, and the name, last known home address, and telephone number of every franchisee who has had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks prior to the date of this Disclosure Document, appears on Exhibit J to this Disclosure Document. If you buy a Captain D's franchise, we may disclose your contact information to other prospective franchisees or buyers.

During our last three fiscal years, we did not sign any confidentiality agreements with any current or former franchisee that would restrict their ability to speak openly about their experience with the Captain D's system. However, all Captain D's developers and Captain D's franchisees sign agreements to keep our trade secrets and proprietary information strictly confidential.

We know of no active franchisee organization associated with the Captain D's system.

ITEM 21 FINANCIAL STATEMENTS

Exhibit B to this Disclosure Document contains the audited consolidated balance sheets of Captain D's Enterprises, LLC as of December 28, 2025, and December 29, 2024, and the related statements of operations, changes in equity, and cash flows for the 52 weeks ended December 28, 2025, December 29, 2024, and December 31, 2023.

Captain D's Enterprises, LLC has guaranteed all of our obligations pursuant to the terms of any Development Agreement, Franchise Agreement, or related agreement issued pursuant to this Disclosure Document. A copy of the guaranty agreement appears as Exhibit C to this Disclosure Document.

North Dakota	<u>North Dakota Insurance & Securities Department</u> State Capitol, Fifth Floor, Department 414 600 East Boulevard Avenue Bismarck, North Dakota 58505-0510 <u>(701) 328-2910</u>
Rhode Island	Division of Securities John O. Pastore Complex, Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9588
South Dakota	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
Washington	Department of Financial Institutions Securities Division P. O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 266-2801

Registered Agents (Registration States)

California	Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813

Illinois	Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Secretary of State, Room E-111 302 West Washington Street Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Minnesota	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101
New York	Secretary of State 99 Washington Avenue Albany, New York 12231
North Dakota	<u>North Dakota Insurance & Securities Department</u> State Capitol, Fifth Floor, Department 414 600 East Boulevard Avenue Bismarck, North Dakota 58505-0510
Rhode Island	Department of Business Regulation John O. Pastore Complex, Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920
South Dakota	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road, S.W. Tumwater, Washington 98501

Exhibit "G-4"

**ADDENDUM TO CAPTAIN D'S DEVELOPMENT AGREEMENT,
FRANCHISE AGREEMENT AND
DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA**

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA 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.

THIS AGREEMENT is an addendum to the Franchise Disclosure Document (the "Disclosure Document") and that certain Development Agreement dated _____, _____, and Franchise Agreement dated _____, _____ (the "Franchise Agreement") by and between Captain D's, LLC (hereinafter referred to as the "Franchisor") and _____ (hereinafter referred to as the "Franchisee") in connection with a Captain D's Restaurant to be located at _____.

WITNESSETH:

WHEREAS, Franchisor and Franchisee wish to enter into the Franchise Agreement for operation of a Captain D's Restaurant to be located within the State of Minnesota; and

WHEREAS, the Department of Commerce has required Franchisor to modify certain provisions of the Disclosure Document and Franchise Agreement as a condition to registration of Franchisor's franchises;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and in the Franchise Agreement, it is mutually agreed as follows:

1. Notwithstanding the provisions of Section 3 of the Development Agreement to the contrary, the development fee shall become due, on a pro rata basis based on the number of Captain D's restaurants scheduled for development within the Territory, only after we have completed all of our initial obligations to you and you have commenced doing business at your Captain D's restaurant. Notwithstanding the provisions of Section 4 of the Franchise Agreement to the contrary, the franchise fee shall become due only after we have completed all of our initial obligations to you and you have commenced doing business at your Captain D's restaurant.

2. Minnesota Statutes Section 80C.21 and Minnesota Rule 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 Disclosure Document or agreements can abrogate or reduce (a) any of the Franchisee's rights as provided for in Minnesota Statutes Chapter 80C or (b) the Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. With respect to franchisees governed by Minnesota law, the Franchisor will comply with Minnesota Statutes Chapter 80C.14, Subdivisions 3 through 5, which require the following (except in certain specified cases):

(a) The Franchisee must receive at least 90 days' notice of termination (with 60 days to cure) and at least 180 days' notice for non-renewal of the Franchise Agreement; and

(b) The Franchisor may not unreasonably withhold its consent to the transfer of the Franchise Agreement.

4. Minnesota considers it unfair to not protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes Section 80C.12, Subdivision 1(G). The Franchisor will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes and 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.

5. Minnesota Rule 2860.4400(D) prohibits the Franchisor from requiring the Franchisee to assent to a general release.

6. The Franchisee cannot consent to the Franchisor obtaining injunctive relief. The Franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

7. Any limitations of claims in the Franchise Agreement must comply with Minnesota Statutes Section 80C.17, Subdivision 5.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect

of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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 with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the Franchise Agreement.

FRANCHISEE:

FRANCHISOR:

CAPTAIN D'S, LLC

By: _____

Title: _____